

MFMC CAPITAL PVT LTD
Republic of Maldives

BIDDING DOCUMENT

for

Purchase of Microsoft Software License

Project Number: MFMC-24-2021

March 2022

Issued by: MFMC Capital Pvt Ltd
Republic of Maldives

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PART A: INSTRUCTIONS TO BIDDERS (ITB)

Procurement Reference Number:

The Procuring Entity (Employer) has an approved budget which has been allocated towards the project/program indicated in this document. The Procuring Entity intends to apply the allocated funds to eligible payments under contract(s) for which this Bid document is issued. The Procuring Entity invites bids for the items more specifically described in **Part B – Employer’s Requirements**.

1. **Bid Preparation:**

You are requested to submit the following documents with the bid:

- (a) the Letter of Bid
 - (b) Bid Security;
 - (c) a copy of bidder’s Business registration Certificate;
 - (d) a copy of bidder’s GST registration Certificate;
 - (e) Financials: Audited Financial Statements of the past 3 years;
 - (f) Experience: Completion letters as specified in 15 (b)
 - (g) Bidders who wish to submit bid must quote for all the services required by the employer.
2. You are advised to carefully read the complete Bidding document, including the Conditions of Contract in **Part C: Contract**, before preparing your bid document. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction. All pages of the bid must be stamped and must include authorized signatory’s initials.
3. **Validity of Bid:** The bid shall be valid for **120 days**.
4. Alternative bids shall not be permitted
5. All bids shall be quoted inclusive of all applicable local taxes and GST. Where bid prices quoted is not indicated or mentioned as “exclusive” of GST, the Purchaser have the right to take the quoted bid price deemed to be inclusive of GST.
6. In addition to the **Original** of the Bid, the number of copies required is: **1 authentic soft copy of the original bid (stamped, signed & scanned)**
7. Bidders **shall not** have the option of submitting their bids electronically.
8. Bidders **shall not** have the option of submitting their bids as a Joint Venture.
9. At any time prior to the deadline for submission of bids, the Employer/procuring entity may amend the Bidding Document by issuing addenda. Any addendum issued shall be part of the bidding Document.
10. **Submission of Bids:** Bids must be submitted to the address below, no later than the date and time of the deadline below. Late submission of bids will be rejected.

Date and Time of deadline:

16th March 2022, 1200hrs

Submission address:

MFMC Capital Pvt Ltd,
9A & 9B, H. Orchid,
Ameer Ahmed Magu, Male’, 20095,
Republic of Maldives
Tel: (960) 331 6362 , E-mail: procurement@mfmc.mv

11. **Bid Security:** The Bidders shall furnish a Bid security in the amount of: **MVR 3,000.00**. The validity of the bid security shall be: 28 days beyond the validity of the bid.
- Bid security/ Guarantee shall be, at the bidder's option, in any of the following forms: (Form of Bid Guarantee/Security is issued with this Document)
 - (a) an unconditional guarantee, issued by a registered bank in the Maldives;
 - (b) a cashier's or certified check issued by the bank
 - Any bid not accompanied by an enforceable and substantially compliant Bid security, shall be rejected by the Employer as nonresponsive.
 - The Bid security may be forfeited:
 - (a) if a bidder withdraws its bid during the period of bid validity specified by the bidder on the Letter of Bid, or
 - (b) if the successful bidder fails to:
 - (i) sign the Contract in accordance with the clause 12 of this document;
 - (ii) furnish a performance security in accordance with Clause 13 of this document.
12. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful bidder shall sign, date, and return it to the Employer.
13. Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Tenderer shall furnish the performance security.
14. In addition to the Original of the bid, bidder shall submit scanned soft copy of the original bid.

15. **Evaluation and Qualification Criteria:**

Bids will be evaluated using the following methodology:

- Examination to confirm the eligibility and qualifications of Bidders and to confirm that the Bidder has accepted all terms and conditions without material deviation or reservation;
- Technical evaluation to determine substantial responsiveness to the employer's Requirements;
- Financial evaluation and comparison to determine the evaluated price of bids and to determine the lowest evaluated bid.

You are required to meet the following criteria to be eligible to participate in public procurement and to be qualified for the proposed contract:

(a) **Financial Situation:**

1. Bidder must submit Audited Financial Statements of the past 3 years, and: -
-

- a. have a minimum average annual turnover of **MVR 300,000.00**, within the last three (3) years (2020, 2019 and 2018)
- b. demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: a cash-flow requirement of **MVR 200,000.00**

(b) Experience:

Participation as a contractor, in at least **2 contracts** within the **last 03 years**, each with a value of at least **MVR 500,000.00** that have been successfully completed and that are similar to the proposed services. The similarity shall be based on as described in Employer's Requirements.

2. Bidders must submit completion letters of the past contracts as proof of experience, in which, *the name of the contract, Contract start date, end date/duration of the contract, value of the contract, name of the client and value of contract shall be specified*. Completion letters must be obtained from the client.

16. **Currency:** Bids should be priced in Maldives Rufiyya (MVR)

17. **Award of Contract:** The lowest evaluated bid, which is substantially responsive to the requirements of this bid document shall be recommended for award of contract. Award of contract shall be by issue of a Letter of Acceptance which shall be effective until signature of the contract. Unsuccessful Bidders shall be notified of the outcome of the evaluation.

18. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any bids or to cancel the procurement process and reject all bidders at any time prior to contract award.

19. **Corrupt Practices:** The Government of the Republic of Maldives requires that Procuring Entities, as well as Bidders, observe the highest standard of ethics during the procurement and execution of contracts. In pursuit of this policy:

- the Procuring Entity will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract

20. The Adjudicator proposed by the Employer is: **Maldives International Arbitration Centre (MIAC)**

Letter of Bid

{Note to Bidders: Ensure that your bid is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this Bid prevail over any attachments. If your Bid is not authorised, it may be rejected}.

Name of Procurement: **Purchase of Microsoft Software License**

Procurement Number: **MFMC-24-2021**

Name of Bidder:

We offer to provide the **MFMC-24-2021 - Purchase of Microsoft Software License**, in accordance with the terms and conditions stated in the Bidding Document;

(a) The total lump-sum fixed price of our Tender, excluding Goods and Services Tax (GST) in item (d) and excluding any discounts offered in item (e) below is:
.....;*[amount in numbers & words]*

(b) The amount for Goods and Services Tax (GST) is
..... *[amount in numbers & words]*

The validity period of our bid is: *{days}* from the date of submission.

We confirm that the prices quoted in the attached Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision, variation or adjustment.

Bid Authorised By:

Signature	Name:
Position:	Date:(DD/MM/YYYY)
Authorised for and on behalf of:	
Company	
Address:	
.....	

PART B: EMPLOYER'S REQUIREMENTS

(Attached)

PART C: CONTRACT AND TENDERING FORMS

Contract Agreement

[The successful Tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

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

BETWEEN

- (1) [*insert complete name of Procuring Entity*], 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 Republic of Maldives*] and having its principal place of business at [*insert address of Procuring Entity*] (hereinafter called “Procuring Entity”), of the one part, 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”), of the other part :

WHEREAS the Procuring Entity invited tenders for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Tender by the Supplier for the supply of those Goods and Services.

The Procuring Entity and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Tender
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to

provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity 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 Procuring Entity

Signed: *[insert signature]*

In the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

In the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

Form of Tender 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 Employer}

Date:

TENDER GUARANTEE No.: _____

We have been informed that _____ {name of the Tenderer} (hereinafter called "the Tenderer") has submitted to you its Tender dated _____ (hereinafter called "the Tender") for the execution of _____ {name of contract} under Invitation for Tenders No. _____ ("the IFB").

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

At the request of the Tenderer, 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 Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Employer during the period of Tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

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

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. 758

[signature(s)]

Tenderer Information Sheet

[The Tenderer 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 Tender Submission]

Tenderer's Reference No: [Insert reference no]

Procurement Reference No.: [insert reference number]

Page ____ of ____ pages

1. Tenderer's Legal Name	{insert Tenderer's legal name}
2. In case of JV, legal name of each party:	{insert legal name of each party in JV}
3. Tenderer's actual or intended Country of Registration:	{insert actual or intended Country of Registration}
4. Tenderer's Year of Registration:	{insert Tenderer's year of registration}
5. Tenderer's Legal Address in Country of Registration:	{insert Tenderer's legal address in country of registration}
6. Tenderer's Authorized Representative Information	
Name:	{insert Authorized Representative's name}
Address:	{insert Authorized Representative's Address}
Telephone/Fax numbers:	{insert Authorized Representative's tel/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}	
<input type="checkbox"/>	Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
<input type="checkbox"/>	In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 4.1
<input type="checkbox"/>	In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.6.

FORM:- **FIN 1.1****Financial Situation****Historical Financial Performance**

To be completed by the Tenderer and, if JV, by each partner

Tenderer's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Tendering No.: _____

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Financial information (US\$ equiv)	Historic information for previous ____ years (MVR equiv in ,000s)				
	2020	2019	2018	Avg.	Avg. Ratio
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- Must reflect the financial situation of the Tenderer or partner to a JV, and not sister or parent companies
- Historic financial statements must be audited by a certified accountant

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- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

FORM:- **FIN 1.2**

Average Annual Turnover

Tenderer's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Tendering No.: _____

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Annual turnover data		
Year	Amount and Currency	MVR equivalent
2020		
2019		
2018		
*Average Annual Turnover		

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in the Evaluation and Qualification Criteria, divided by that same number of years.

FORM:- **FIN 1.3**

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria)

Source of financing	Amount (MVR equivalent)
1.	
2.	
3.	
4.	

***Credit reference letters should be attached with the form.*

FORM:- EXP 2.1

General Experience

Tenderer's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Tendering No.: _____

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Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Tenderer
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

FORM:- EXP 2.2
Specific Experience

Tenderer's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Procurement Ref No: _____

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Similar Contract Number: [insert specific number] of [insert total number of contracts required].	Information		
Contract Identification Number			
Contract Name			
Award date			
Completion date			
Role in Contract			
Total contract amount			MVR
If partner in a JV or subcontractor, specify participation of total contract amount	%		MVR
Description of the similarity [in accordance with the Evaluation and Qualification Criteria] in:			
Employer's Name:			
Address:			
Telephone/fax number:			
E-mail:			
Contact Number:			

***Reference Letters should be attached with the forms.*

Letter of Acceptance

[To be produced on letterhead paper of the Employer/Procuring Entity]

To:

[name and address of the Contractor]

Subject: Notification of Award of Contract:

This is to notify you that your Tender dated..... [insert date] for the execution of the [insert name of the contract and procurement reference number, as given in the Invitation to Tender] for the Accepted Contract Amount of the equivalent of [insert amount in numbers and words and name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in PART C of the Bidding Document.

[Choose one of the following statements:]

We accept that [insert the name of Adjudicator proposed by the Tenderer] be appointed as the Adjudicator.

[or]

We do not accept that [insert the name of the Adjudicator proposed by the Tenderer] be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to [insert name of the Appointing Authority], the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator.

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 tender for and on behalf of {insert complete name of Procuring Entity }

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Date: day of {DD/MM/YY}

Attachment: Contract Agreement

Performance Security

[The issuing bank, as requested by the successful Contractor, 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 Employer/Procuring Entity]

Performance Guarantee No:

We have been informed that [name of the Contractor], (hereinafter called "the Contractor") has entered into Contract No. [procurement reference number of the Contract]. dated [insert day and month], [insert year], with you, for the execution of [name of contract and brief description of Works] (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 Contractor, we [name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **[name of the currency and amount in figures]** ¹.... (. [amount in words]) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of , ², and any demand for payment under it must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed[six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....
[Seal of Bank and Signature(s)]



All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

² Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.