Section 1 - Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

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| 1. General | |
| 1. Purpose of the Tender | * 1. The project aims to find a suitable contractor to establish the said facilities described in the Bid Data Sheet under long term Contractor Financing Option, on terms and conditions agreeable to Government of Maldives.   2. On behalf of the Government of Republic of Maldives, the project will be implemented by Ministry of Housing and Infrastructure. |
| 1. Scope of Bid | * 1. In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues these Bidding Documents for the procurement of Works as specified in PART III – Requirements. The project name, identification, and number of contracts are provided in the BDS. |
|  | * 1. Throughout these Bidding Document:      1. the term “in writing” means communicated in written form and delivered against receipt;      2. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and      3. “day” means calendar day. |
| 1. Source of Funds | The project is a Contractor Finance Project |
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| 1. Essential Practices | Ministry of Housing and Infrastructure (MHI) requires the Tenderers and Contractors shall perform highest standards of ethics during executing the project. The contractors shall respect the religion and social norms of the island communities and shall respect and oblige all acts and regulations of the Maldives. |
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| 1. Eligible Bidders | * 1. A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:      1. all partners shall be jointly and severally liable, and      2. the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. |
|  | * 1. A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services. |
|  | * 1. All bidding parties shall meet the requirements and guidelines of Ministry of Economic Development (MED) of Republic of Maldives. If foreign parties are involved, they shall shall meet the requirement’s of MED to perform in the Maldives. The parties shall bear in mind that they shall comply with all the necessary laws and acts of the Maldives. They shall also keep the highest standard of ethics during executing the project as required by both the funding agency and the government of Maldives. |
|  | * 1. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:      1. they have controlling shareholders in common; or      2. they receive or have received any direct or indirect subsidy from any of them; or      3. they have the same legal representative for purposes of this bid; or      4. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or      5. a Bidder participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or      6. a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract. |
|  | * 1. Government-owned enterprises in the Employer’s country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer. |
| 1. Eligible Materials, Equipment and Services | * 1. The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 5.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services. |
|  | * 1. For purposes of ITB 6.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components. |
| 1. Project Site | 1. **K. Himmafushi** 2. **G.Dh. Thinadhoo** 3. **S. Feydhoo** |
| Contents of Bidding Document | |
| 1. Sections of Bidding Document | * 1. The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 10.   **Volume 1**  **PART I Bidding Procedures**  Section 1 - Instructions to Bidders (ITB)  Section 2 - Bid Data Sheet (BDS)  Section 3 - Evaluation and Qualification Criteria (EQC)  Section 4 - Bidding Forms (BDF)  **PART II Conditions of Contract and Contract Forms**  Section 5 – General Conditions of Contract (GCC)  Section 6 - Particular Conditions of Contract (PCC)  Section 7 - Contract Forms (COF)  **PART III Requirements**  Section 8 - Technical Specifications  **Part V**  **Preamble and BOQs**  Section 9 – Employer’s Requirement  **Volumes II to V**  **PART V Tender Drawings**  Section 10 – Drawings Volumes |
|  | * 1. The Invitation for Bids issued by the Employer is not part of the Bidding Document. |
|  | * 1. The Employer is not responsible for the completeness of the Bidding Document and its Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids. |
|  | * 1. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid. |
| 1. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting | * 1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 9.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 8.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 10 and ITB 24.2. |
|  | * 1. The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense. |
|  | * 1. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. |
|  | * 1. The Bidder’s designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. |
|  | * 1. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting. |
|  | * 1. Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 8.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 10 and not through the minutes of the pre-bid meeting. |
|  | * 1. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. |
| 1. Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda. |
|  | * 1. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 8.3. |
|  | * 1. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 24.2 |



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| 1. Preparation of Bids | |
| 1. Cost of Bidding | * 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 1. Language of Bid | * 1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 1. Documents Comprising the Bid | * 1. The Bid shall comprise the following:      1. Letter of Bid;      2. completed schedules as required, including priced Bill of Quantities, in accordance with ITB 14 and 16;      3. Bid Security, in accordance with ITB 21;      4. Finance proposals in accordance with ITB 44 .      5. Alternative bids, if permissible, in accordance with ITB 15;      6. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;      7. documentary evidence in accordance with ITB 19 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;      8. Technical Proposal in accordance with ITB 18;      9. any other document required in the BDS. |
|  | * 1. In addition to the requirements under ITB 13.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. |
| 1. Letter of Bid, and Schedules | * 1. The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 1. Alternative Bids | * 1. Unless otherwise indicated in the BDS, alternative bids shall not be considered. |
|  | * 1. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion. |
|  | * 1. Except as provided under ITB 15.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer’s design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. |
|  | * 1. When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in PART III (Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria). |
| 1. Bid Prices and Discounts | * 1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below. |
|  | * 1. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. |
|  | * 1. The price to be quoted in the Letter of Bid, in accordance with ITB 14.1, shall be the total price of the Bid, excluding any discounts offered. |
|  | * 1. The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 14.1. |
|  | * 1. The rates and prices quoted by the Bidder shall be fixed for the entire duration of the contract and not subject to adjustment during the performance of the Contract |
|  | * 1. If so indicated in ITB 2.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 16.4, provided the bids for all contracts are submitted and opened at the same time. |
|  | * 1. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices in Bill of Quantities in bid price submitted by the Bidder. |
| 1. Currencies of Bid and Payment | * 1. The unit rates and the prices shall be quoted by the bidder entirely in the currency specified in the BDS. |
| 1. Documents Comprising the Technical Proposal | * 1. The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time. |
| 1. Documents Establishing the Qualifications of the Bidder | * 1. To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms). |
| 1. Period of Validity of Bids | * 1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive. |
|  | * 1. In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 21, it shall also be extended twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid. |



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| 1. Bid Security | * 1. Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS. |
|  | * 1. A Bid Securing Declaration shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time if the Bid Securing Declaration is executed. |
|  | * 1. The bid security shall be, at the Bidder’s option, in any of the following forms:      1. an unconditional bank guarantee;      2. an irrevocable letter of credit; or      3. a cashier’s or certified check;   all from a reputable source from an eligible country. If the institution issuing the bid security furnished by the Bidder is located outside the Employer’s country, the issuer shall have a correspondent financial institution located in the Employer’s country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2. |
|  | * 1. Any bid not accompanied by an enforceable and compliant bid security, if one is required in accordance with ITB 21.1, shall be rejected by the Employer as nonresponsive. |
|  | * 1. If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the performance security pursuant to ITB 43. |

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|  | * 1. If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security. |
|  | * 1. The bid security may be forfeited or the Bid Securing Declaration executed:      1. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bids, except as provided in ITB 20.2 or      2. if the successful Bidder fails to:  sign the Contract in accordance with ITB 42; orfurnish a performance security in accordance with ITB 43; orfurnish a domestic preference security if so required. |
|  | * 1. The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 5.1. |
| 1. Format and Signing of Bid | * 1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB 13 and clearly mark it “ORIGINAL”. Alternative bids, if permitted in accordance with ITB 15, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail. |
|  | * 1. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid. |
|  | Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid. |
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| 1. Submission and Opening of Bids | |
| 1. Sealing and Marking of Bids | * 1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 15, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. |
|  | * 1. The inner and outer envelopes shall:      1. bear the name and address of the Bidder;      2. be addressed to the Employer in accordance with BDS 24.1;      3. bear the specific identification of this bidding process indicated in the BDS 2.1; and      4. bear a warning not to open before the time and date for bid opening. |
|  | * 1. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid. |
| 1. Deadline for Submission of Bids | * 1. Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS. |
|  | * 1. The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB10, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 1. Late Bids | * 1. The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 26. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder. |



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| 1. Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:      1. prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,”“SUBSTITUTION,” MODIFICATION;” and      2. received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 24. |
|  | * 1. Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders. |
|  | * 1. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. |
| 1. Bid Opening | * 1. The Employer shall open the bids in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 24.1, shall be as specified in the BDS. |

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|  | * 1. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further. |
|  | * 1. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Price(s), including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Bid and Bill of Quantities are to be initialed by at least three representatives of the Employer attending bid opening. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1. |
|  | * 1. The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. |



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| 1. Evaluation and Comparison of Bids | |
| 1. Confidentiality | * 1. Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. |
|  | * 1. Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid. |
|  | * 1. Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing. |
| 1. Clarification of Bids | * 1. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 33. |
|  | * 1. If a Bidder does not provide clarifications of its bid by the date and time set in the Employer’s request for clarification, its bid may be rejected. |
| 1. Deviations, Reservations, and Omissions | * 1. During the evaluation of bids, the following definitions apply:      1. “Deviation” is a departure from the requirements specified in the Bidding Document;      2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and      3. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| 1. Determination of Responsiveness | * 1. The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB13. |

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|  | * 1. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,      1. if accepted, would:  affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; orlimit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or  * + 1. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. |
|  | * 1. The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 18, Technical Proposal, in particular, to confirm that all requirements of PART III (Requirements) have been met without any material deviation or reservation. |
|  | * 1. If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
| 1. Nonmaterial Nonconformities | * 1. Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission. |
|  | * 1. Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid. |
|  | * 1. Provided that a bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria). |

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| 1. Correction of Arithmetical Errors | * 1. Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:      1. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;      2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and      3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. |
|  | * 1. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited. |
| 1. Conversion to Single Currency | * 1. Shall be in United States Dollars (USD). |
| 1. Margin of Preference | * 1. Shall not apply. |
| 1. Evaluation of Bids | * 1. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. |
|  | * 1. To evaluate a bid, the Employer shall consider the following:      1. the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;      2. price adjustment for correction of arithmetic errors in accordance with ITB 33.1;      3. price adjustment due to discounts offered in accordance with ITB 16.4;      4. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;      5. adjustment for nonconformities in accordance with ITB 32.3;      6. application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria); |
|  | * 1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation. |
|  | * 1. If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria). |
| 37. Evaluation of Finance proposals | * 1. If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.   37.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.  37.2 To evaluate a finance proposal, the Employer shall consider the following   1. The proposed finance amount should be sufficient to cover the full bid price. 2. The maximum acceptable interest rate is 4% per annum. 3. The proposed repayment period should not be less than 7 years. 4. The proposed grace period should not be less than 1 year. |



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| 1. Comparison of Bids | * 1. The Employer shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB 36.2*.* |
| 1. Qualification of the Bidder | * 1. The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria). |
|  | * 1. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 19.1. |
|  | * 1. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s qualifications to perform satisfactorily. |
| 1. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids | 39.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. |



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| 1. Award of Contract | |
| 1. Award Criteria | * 1. The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 1. Notification of Award | * 1. Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. |
|  | * 1. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. |
| 1. Signing of Contract | * 1. Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement. |
|  | * 1. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer. |
| 1. Performance Security | * 1. Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section 7 (Contract Forms), or another form acceptable to the Employer. |
|  | * 1. Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. |

44. **Finance Proposals** 44.1This is a Contractor’s Financing Project and the Contractor shall provide sufficient information and data to establish that the contractor will arrange or has sufficient finance to undertake this project. Employer will require the Bidder / Financier Group to submit financial statements and /other relevant data in support thereof. The Bidder shall provide the following information /data to establish in proof of financing the project:

44.2 A commitment letter stating that the financier will provide sufficient finance for the construction of the project and shall bear all the expenses and expenditures from the start of construction till completion and handing over of the project.

44.3 If the project is to be financed by the contractor (Self finance) then the contractor shall provide sufficient evidence such as a reference letter from a reputable bank recognized by the Government of the Maldives to prove the contractor’s financial capability.

44.4 In case the project is to be financed through “Bank Loan”, the bank should be recognized by the Government of the Maldives. The Bidder shall provide a commitment letter from the bank and other relevant documents as required by the Employer.

44.5 In case the project is to be financed by some “Financier Group”, the Bidder shall provide details of the proposed finance options and the commitment letter from the financier.

44.6 The Bidder shall submit the following information using the relevant form in Section 4 relating to the proposed finance for the contract

(a) proposed value of the finance

(b) repayment schedule.

(c) proposed interest rates

(d) proposed repayment period including the grace period.

(e) If any other finance costs.

44.7 The Bid not having sufficient and adequate information on Project Financing shall be considered as non-responsive and shall be rejected.