



SECTION 2: INSTRUCTION TO TENDERERS

DESIGN AND ENGINEERING WORKS OF OOREDOO MALDIVES PLC. HEAD - OFFICE BUILDING

**Republic of Maldives
June 2017**

Project Consultant



PART A: Relevant Background Information

Given below is the relevant background information.

1. Project Scope :
Design, engineering and related works of Ooredoo Maldives Plc. Head Office at Hulhumale'. Please refer Section 7 for detail scope of works.
2. Design and Specifications :
The design shall be as per the guidelines given by the Employer and must comply with the requirements.
3. Type of Contract and Agreement :
The contract will be a priced as **Lump sum** contract.
4. Time for Completion :
The duration for completion of the works has to be proposed as follows;
 - Maximum time for submitting the final drawings once the concept is approved is 60 days.
5. Submission of bids :
All applicants who have obtained tender documents will be expected to submit their bids within the dates as specified in Section 1 (Invitation to Tender).
6. Validity of bids:
Validity period of the Bid will be 90 days from the date of submission.
7. Tender Security
Tender security of this project is MVR 20,000.00 or similar value of USD.

PART B: Instruction to Tenderers (ITT)

A. GENERAL			
1	Scope of Bid	1.1	<p>The Employer;</p> <p>OOREDOO Maldives Plc. is a public limited company providing full flagged telecommunication services to the citizens of Maldives and is registered with Ministry of Economics under the registration number C-704/2005 and having its registered office at H. Sunleet, 5th Floor, Male', Boduthakurufaanu Magu, Republic of Maldives (herein after called and referred to as "the Employer",) wishes to receive bids for the Design and Engineering works of OOREDOO MALDIVES Plc., HEAD OFFICE – OFFICE BUILDING . Hereinafter referred to as "the Works."</p>
		1.2	<p>The successful bidder will be expected to complete the Works within the period stated in Section 3, "Form of letter of Tender" from the date of commencement of the Works.</p>
		1.3	<p>The bidder shall develop a Conceptual drawing and prepare detailed design and obtain approval from the employer.</p>
		1.4	<p>Unless mentioned otherwise, all the documents requested to be submitted as per any of the clauses below and anywhere else in this tender, should be submitted and noncompliance to this may lead to rejection of that particular Proposal at the Bid Evaluation Stage.</p>
2	Interpretation	2.1	<p>The terms used in these instructions shall have the same meanings assigned to them in sub clause 1.1 (Definitions) and sub clause 1.2 (interpretation) of Section 5- General conditions in the tender documents, subject to any amendments stated in Particular Conditions of Section 6. The words "tender" and "bid" are used here interchangeable and shall have the same meaning and likewise any derivative of each shall have the same meaning as the corresponding derivative of the other.</p>
4	Eligible Bidders	4.1	<p>This invitation to tender is open for any local and international Design and Engineering firms, Companies meeting the following requirements:</p>

				<p>(a) The bidder should have the legal capacity to bid and enter into contracts. Such bidders shall not at the time of tendering or thereafter be ineligible to bid and enter into contracts.</p> <p>(b) The bidder should be well established and professionally organized companies and should have been in operation since at least 5 (Five) years(s) prior to the date of bid submission</p> <p>(c) The bidder should have completed at least 2 (Two) Project similar to the scope of this.</p>
			4.2	<p>Bidders shall provide the following documentation for evidence of eligibility for above matters under clause 4.1. <i>Failure to do so WILL render the Bidder ineligible and lead to <u>disqualification of the bid.</u></i></p> <p>(a) Business profile/ work profile in the format shown in Form 4.1 (General Information), in section 4 (Forms of Bid Qualification Information)</p> <p>(b) A copy of business Registration certificate.</p> <p>(c) Goods / Services Tax (GST) Registration certificate (where applicable).</p> <p>(d) Design Permit/License (where applicable).</p> <p>(e) Documents (a letter, completed contracts, certificates, etc.) indicating the project value, duration and completion date corresponding to and supporting the above.</p>
5	Qualification of the Bidder		5.1	<p>Each bidder shall submit the following as part of the bid information and confirm that such information has not changed. In any case information concerning the following must be submitted in the formats shown in section 4 (Forms of Bid Qualification Information) ;</p> <p>(a) List of works of similar nature executed by the bidder during the last 5 years-</p> <p>(b) Names and qualifications of senior management and technical personnel in the bidder's organization in the format shown in the FORM 4.6: STAFF PROPOSED FOR EXECUTION OF THE WORKS, Form A & B.</p>
6	One Bid per		6.1	<p>Each bidder shall submit only one bid either by himself, or</p>

	Bidder			as a shareholder in a private company.
7	Cost of Bidding		7.1	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 Employer, and the bidder will not have any right whatsoever to claim back any of the documentation or material comprising the bid.
8	Site Visit		8.1	The bidder shall visit and examine the Site of the Project and its surroundings and obtain for itself on its own responsibility all information that may be necessary for Design and preparing the bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the bidder's own expense.
			8.2	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.
				B. BIDDING DOCUMENTS
9	Content of Bidding Documents		9.1	The Bidding Documents are those stated below, and bidding should be read in conjunction with any Addenda issued documents in accordance with Clause 11 of this ITT: Section 1: Invitation for Tenders Section 2: Instructions to Tenderers Section 3: Form of Letter of Tender Section 4: Forms of Bid Qualification Information Section 5: General Conditions Section 6: Particular Conditions Section 7: Employer's Requirements Section 8: HDC Guidelines and location map.

10	Clarification of Bidding Documents		<p>10.1 A prospective bidder requiring any clarification of the Bidding Documents may notify the Employer in writing, by e-mail at the Employer's address indicated in the Appendix to bid. The Employer will respond to any request for clarification, (as instructed by the bidder in the 'Pre-Bid Meeting) copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry but without identifying its source.</p> <p>No oral interpretation shall be made to any bidder as to the meaning of any of the bid documents.</p>
11	Amendment of Bidding Documents		<p>11.1 The Employer may Issue Addenda as Instructed in the pre-Bid meeting.</p>
			<p>11.2 Any Addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 9.1 of this ITT, and shall be communicated in writing, by e-mail to all purchasers of the Bidding Documents. Prospective bidders shall promptly acknowledge receipt of each Addendum by email to the Employer.</p>
			<p>11.3 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 21 of this ITT.</p>
			<p>C. PREPARATION OF BIDS</p>
12	Language of the Bid		<p>12.1 The tender, contract documents and correspondence and documents relating to the project shall be in the English language(s). Documents submitted in any other language should accompany the attested English translation of the same and the translation will be referred to and considered throughout the bidding process and in contracts. The bidder will be expected to have site staff competent in English or provide translators where necessary.</p>
13	Documents Comprising the Bid		<p>13.1 The bid submitted by the bidder shall comprise the following:</p> <ul style="list-style-type: none"> - Letter of Tender (In the form given in Section 3); - Bid Security; - Alternative offers where invited; and any other materials required to be completed and submitted by

				<p>bidders in accordance with these Instructions to bidders.</p> <ul style="list-style-type: none"> - All Filled forms and additional documents stated in Bid Qualification Information (Section 4) <p>All the documents specified in Sections 3, 7 and Form of Bid Security in Section 8 shall be completed without exception, subject to extensions therefore in the same format and to the provisions of Sub-clause 17.2 of this ITT regarding the alternative forms of bid security.</p>
14	Bid Prices		14.1	<p>Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Sub clause 1.1 based on the price proposed by the bidder in the Letter of Tender (Section 3).</p>
			14.2	<p>The bidder shall fill in rates in Section 3 for all the Works described in the Section 7. The bid submitted by the bidder shall be deemed to cover all materials, equipment, personnel and work necessary for the Project, and deemed to have examined the site and its surrounding, site conditions and access, and have taken into account all possible risk and contingencies, prior to quoting.</p>
			14.3	<p>Unless otherwise provided in the Particular Conditions, the rates quoted by the bidder are not subject to price adjustment during the performance of the Contract.</p>
15	Currencies of Bid and Payment		15.1	<p>The bid currency shall be in Maldivian Rufiyaa (MVR) or USD.</p>
16	Bid Validity		16.1	<p>Bids shall remain valid from the date of bid opening specified in sub-clause 24.1 of this ITT until the submission of Performance guarantee</p>
			16.2	<p>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; by e-mail. 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 extension, and in compliance with Clause 17 in all respects.</p>

17	Bid Security		17.1	The bidder shall furnish, as part of its bid, a bid security in the amount MVR 20,000.00 or equivalent in US Dollars.
			17.2	The Bid Security shall, at the bidder's option, be in the form of a bank guaranteed cheque, or a bank guarantee from a reputable bank/financial institution selected by the bidder and acceptable to the Employer. The format of the bank guarantee shall be in accordance with the "form of bid security" included in Section 8. Other formats may be permitted, subject to the prior approval of the Employer. Bid security shall remain valid for a period specified in clause 16.1 , and beyond any period of extension subsequently requested under Sub-Clause 16.2.
			17.3	Any bid not accompanied by the bid security as required under the clause 17 shall be rejected by the Employer as non-responsive.
			17.4	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.
			17.5	The Bid Security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.
			17.6	The Bid Security may be forfeited; (a) If the bidder withdraws its bid, except as provided in Sub-Clause 23.2. (b) If the bidder does not accept the correction of its Bid Price, pursuant to Sub-Clause 28.2 or (c) In the case of successful bidder, if he fails within the specified time limit to: (i) Sign the Agreement, or (ii) Furnish the required Performance Security
18	Pre-Bid Meeting		18.1	A Prebid Meeting will be held.
			18.2	The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
			18.3	The bidder is requested, as far as possible, to submit any

				questions in writing, by e-mail, to reach the Employer not later than the time specified in Section 1, Clause 7. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
			18.4	Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 9.1, which 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 Clause 11 and not through the minutes of the pre-bid meeting.
19	Format and Signing of Bids		19.1	The bidder shall prepare one original of the bid comprising the bid as described in Clause 13 of these Instructions to Bidders, bound with the section containing the Form of Letter of Tender and Appendix to Tender, and clearly marked "ORIGINAL." In addition, the bidder shall submit 1 copy of the bid and clearly marked "COPY." In the event of discrepancy between them, the original shall prevail.
			19.2	The original of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to sub-Clause 5.2. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
			19.3	The bid shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the bid.
				D. SUBMISSION OF BIDS
20	Sealing and Marking of Bids		20.1	The bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY" as appropriate. The envelopes shall then be sealed in an outer envelope.
			20.2	The inner and outer envelopes shall (a) be addressed to the Employer at the address provided

				<p>in the sub-clause 1.1.</p> <p>(b) bear the following identification and warning:</p> <p>“DESIGN AND ENGINEERING WORKS OF OOREDOO MALDIVES PLC HEAD OFFICE – OFFICE BUILDING ”</p> <p>DO NOT OPEN BEFORE 1400 HRS, 16 July 2017</p>
			20.3	In addition to the identification required in Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause 22, and for matching purposes under Clause 23.
			20.4	If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder's identity, the Employer will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.
21	Deadline for Submission of Bids		21.1	Bids must be received by the Employer at the address stated in Sub-Clause 20.2. (a) no later than the time and date stipulated in the Sub-clause 20.2 (b).
			21.2	The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
22	Late Bids		22.1	Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 21 will be returned unopened to the bidder.
23	Modification, Substitution and Withdrawal of Bids		23.1	The bidder may modify, substitute, or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the employer prior to the deadline for submission of bids.

		23.2	The bidder's modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 20, with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION", or "WITHDRAWAL," as appropriate.
		23.3	No bid may be modified by the bidder after the deadline for submission of bids, except in accordance with Sub-Clauses 23.2 and 28.2.
		23.4	No bid may be withdrawn during the interval (after the submission of bids and the expiry of the period of bid validity specified in Clause 16). Withdrawal of a bid during the said interval may result in the forfeiture of the Bidder's bid security pursuant to Sub-Clause 17.6.
			E. BID OPENING AND EVALUATION
24	Bid Opening	24.1	<p>The Employer will open the bids, including modifications made pursuant to Clause 23, in the presence of bidders' representatives who choose to attend at 1400 HRS, Sunday, 16 July 2017 at the following location:</p> <p style="text-align: center;">Ooredoo Maldives Plc. Head Office, 5th. Floor, H. Sunleet – Meeting Room Boduthakurufaanu Magu Male' Republic of Maldives</p> <p>The bidder's representatives who are present shall sign a register evidencing their attendance.</p>
		24.2	Envelopes marked 'WITHDRAWAL' and 'SUBSTITUTION' shall be opened first and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 23 shall not be opened.
		24.3	The bidders names, the total amount of each bid and any alternative bid (if an alternative has been requested or permitted), any discounts, bid modifications, substitutions and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

			24.4	The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with sub-clause 24.3.
			24.5	Bids not opened and read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.
25	Process to be Confidential		25.1	Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of the 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 the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.
26	Clarification of Bids and Contacting the Employer		26.1	To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by email, 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 the Employer in the evaluation of the bids in accordance with Clause 28.
			26.2	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 bid, it should do so in writing.
			26.3	Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid
27	Examination of Bids and Determination of Responsiveness		27.1	Prior to the detailed evaluation of bids, the Employer will determine whether each bid: <ul style="list-style-type: none"> (a) meets the eligibility criteria pursuant to clause 4. (b) has submitted all the documents pursuant to clause 5. (c) has been properly signed; (d) is accompanied by the required securities;

				<p>(e) is substantially responsive to the requirements of the Bidding Documents, and;</p> <p>(f) provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub -Clause 27.2.</p>
			27.2	<p>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:</p> <p>a) which affects in any substantial way the scope, quality, or performance of works</p> <p>b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the contract; or</p> <p>c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids</p>
28	Correction of Errors		28.1	n/a
			28.2	n/a
29	Evaluation and Comparison of Bids		29.1	The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with clause 27.
			29.2	<p>In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid price as follows:</p> <p>a) Making any corrections for errors pursuant to Clause 28.</p>
			29.3	The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding Documents shall not be taken into account in bid evaluation.
			29.4	No cost price adjustment provision will be taken into account in bid evaluation
			29.5	Points will be awarded to the Bidders using the Evaluation

				Criteria as outlined in "Clause 35 EVALUATION CRITERIA".
				F. AWARD OF CONTRACT
30	Award		30.1	<p>Subject to Clause 31, the Employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has achieved the highest point as per clause 29.6 provided that such bidder has been determined to be;</p> <p>(a) Eligible in accordance with the provisions of Clause 4; and (b) Qualified in accordance with the provisions of Clause 5.</p>
31	Employer's Right to Accept any Bid and to Reject any or all Bids		31.1	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 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 the Employer's action.
32	Notification of Award		32.1	Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by fax confirmed by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the Contract sum for the execution and completion of the Works and the remedying of any defects therein by the Designer as prescribed by the contract (hereinafter and in the Conditions of Contract called the "Accepted Contract Price").
			32.2	The successful bidder's bid and the Letter of Acceptance will constitute a binding contract between the Employer and the bidder until the Agreement as stipulated in Sub-Clauses 33.1 and 33.2 has been signed.
33	Signing of the Agreement		33.1	At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

			33.2	Within 10 days of receipt of the Agreement, the successful bidder shall sign the Agreement and return it to the Employer, together with the required performance security as stipulated in Clause 34.
			33.3	Upon fulfilment of Sub-Clause 33.2, the Employer will promptly notify the other bidders that their bids have been unsuccessful and their bid security will be returned as promptly as possible, in accordance with Sub-Clause 17.4.
34	Performance Security			
			34.1	Not applicable
			34.2	Not applicable

35. EVALUATION CRITERIA

The Evaluation will be done by awarding points based on following categories.

35.1 Compliance Check

Prior to detailed evaluation of the Bid, Ooredoo Maldives Plc. will examine the Bid to determine whether it is 'Compliant' by considering the following below. If a bid is not Compliant or is incomplete, it will not be considered for further evaluation.

- Is responsive to the eligibility criteria.
- Bid is properly signed with due authorizations in accordance.
- Stated documents in the Bid submitted in accordance.

35.2 Price and Technical Evaluation:

Compliant bids will be technically reviewed for its responsiveness. And for the technically responsive bids, a technical score will be given based on the documentary evidence provided to the employer’s satisfaction. Bids that do not meet the technical requirements shall be rejected as technically non-responsive. Evaluation will be based on the following areas.

Category	Points
Price	40%
Experience	30%
Technical Team	20%
Delivery Time	10%
Total	100%

Bids will be awarded based on the scores obtained for the following criteria at the percentages given, with the highest total scoring party being the winner.

35.3 Price (40% of the Total Score)

35.3.1 If the proposed Bid price is higher or lower than 20% of the Employer’s estimated price, the Employer reserves the right not to consider those bids for further evaluation.

35.3.2 Subjected to the sub clause 36.1 the highest score shall be awarded to the bid with the lowest bid price. For the remaining bids, points will be given using the formula below.

	Lowest proposed total price from among the bids received	
Price Score =	—————	X (% in ITT)
	Particular Bidder’s proposed total price	

Employers Estimate as referred will NOT be revealed to any of the bidders during any stage of the Bid.

35.4 Experience (30% of the Total Score)

- Points for experience will only be awarded for those bidders who had acquired a minimum accumulated value of sales for similar work stated in 4.1 (d), within the duration mentioned in same sub clause and should be backed by the document explained in sub clause 4.2 (e).
- Past experience (projects) simply stated in tabular or other format (not backed by the document explained in 4.2 (e) and 5.1 (g)) will not be awarded any points.
- It is up to the sole discretion of Employer to determine similarity in nature of the bidder’s past experience to the current scope of works and the score awarded by Employer will be final and shall not be contested.
- The Employer reserves the right not to consider those bids that do not fulfil the requirements stated above in this clause for further evaluation.

35.5 Technical Team (20% of the Total Score)

- Proposed architect and engineers for the project and their qualifications and experience
- Other technical team such as Service’s Engineers, Interior Designers and their experience.

35.6 Delivery Period (10% of the Total Score)

- Points for Delivery period will only be awarded to those bidders who propose a duration for “Time for Completion of the Works” in Annexure A of Section 3, not exceeding the Maximum periods specified in the same section.
- The Employer reserves the right not to consider those bids that are as follows for further evaluation;
 - o do not propose duration as stated in the sub clause 38.1,
 - o propose duration which is unrealistically low or illogical when compared to Employer’s Engineer’s estimates and industry norms.
- Having fulfilled the requirements mentioned in sub clause 38.1 & 38.2, the maximum points allocated under this criterion will be awarded to the bidder with the Lowest Proposed Delivery Period, and the remaining bidders will be awarded points on a pro rata basis in descending order.
- The formula thus used for the computation of the score is as follows:

Delivery Period Score	=	$\frac{\text{Lowest proposed delivery period from among the bids received}}{\text{Particular Bidder's proposed delivery period}} \times (\% \text{ in ITT})$
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