



HOUSING DEVELOPMENT CORPORATION LTD.

REQUEST FOR PROPOSAL (RFP)

**DEVELOPMENT AND OPERATION OF A BATCHING PLANT IN LOT 10708
(M3-49), OR LOT 10707 (M3-48) OF HULHUMALÉ**

PROPOSAL REFERENCE NUMBER: HDC (161)-EM/IU/2020/132

ANNOUNCEMENT DATE: 22nd July 2020

PROPOSAL SUBMISSION DEADLINE: 10th September 2020

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REQUEST FOR PROPOSAL (RFP)

Date: 22nd July 2020

Reference No: HDC (161)-EM/IU/2020/132

1. Housing Development HDC Ltd. (HDC) is seeking developers to **“Development and Operation of a Batching Plant in Lot 10708 (M3-49), or Lot 10707 (M3-48) of Hulhumalé”**. (hereinafter called the “Works”). This request for proposal (RFP) states the instructions for submitting proposals, procedure and criteria by which a proponent may be selected and the terms of the lease.
2. A complete set of the RFP Documents may be obtained by eligible interested parties from HDC website www.hdc.com.mv
3. Proposal must be submitted no later than 11:00 hrs on 10th September 2020 and must be accompanied by a Bid Security, in accordance with the Instructions to Proponents.
4. Process and Schedule of Critical Dates:

Process	Date and Venue	Details of the Process
Announcement	22 nd July 2020	- Will be uploaded in HDC’s website along with RFP
Registration	Before 3 rd September 2020, 13:00 hrs	- Interested parties can register during this period - Only the registered parties shall be invited to clarification webinar and proposal submission. - For registration, fill out the following form: https://bit.ly/2CrrY5b
Information clarification through Webinar	<u>Date and Time shall be shared with the registered parties</u>	- Only the registered parties shall be invited to the information clarification session.
Enquiries	Before 1 st September 2020, 13:00 hrs.	- Enquiries to be submitted via email to sales@hdc.com.mv
Submission of Proposal	10 th September 2020 <u>Venue and time to be announced at a later date</u> Proposal Opening time and process will be informed later	- The Bid Security form and the Price Proposal form must be submitted - Proposal should be submitted before the deadline - Details of the Proposal Submission procedure shall only be shared with the registered parties.
Proposal Opening	10 th September 2020 <u>Venue and time to be announced at a later date.</u> Proposal Opening time and process will be informed later	- With respect to the ongoing COVID-19 pandemic, details of the proposal opening time and process will be shared with the registered parties only.



SECTION I. INSTRUCTIONS TO PROPONENTS (ITP)

A. GENERAL		
1. Scope of Proposal	1.1	<p>The Lessor;</p> <p>HOUSING DEVELOPMENT CORPORATION LIMITED an incorporated limited liability company operating under the registration number C793/2008 and having its registered office at HDC Building, 3rd Floor, Hulhumalé Republic of Maldives (hereinafter called and referred to as “the Lessor”), issues this Request for Proposal (RFP) to “Development and Operation of a Batching Plant in Lot 10708 (M3-49), or Lot 10707 (M3-48) of Hulhumalé”. (hereinafter called the “Works”) as specified in Section III Lessor’s Requirements.</p>
	1.2	<p>The proposal reference number for this RFP is HDC (161)-EM/IU/2020/132</p>
	1.3	<p>Throughout this RFP Documents:</p> <p>(a) the term “in writing” means communicated in written form and delivered against receipt;</p> <p>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</p> <p>(c) “day” means calendar day.</p>
2. Corrupt and Fraudulent Practices	2.1	<p>It is requirement of Lessor that proponents, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during RFP process and execution of Works. In pursuance of this policy, the Lessor:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the</p>

		<p>execution of a contract to the detriment of HDC, and includes collusive practice among Proponent (prior to or after Proposal submission) designed to establish Proposal prices at artificial noncompetitive levels and to deprive HDC of the benefits of free and open competition.</p> <p>(b) will reject a proposal for award if it determines that the proponent recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt or fraudulent practices in competing for the contract in question.</p> <p>(c) will sanction a firm or individual, at any time including declaring such firm or individual ineligible, either indefinitely or for a stated period of time: to be awarded a contract from Lessor.</p> <p>(d) will terminate the contract after having given fourteen (14) days' notice to the Proponent.</p>
<p>3. Eligible Proponents</p>	<p>3.1</p>	<p>A Proponent must be a registered local business (sole trader, partnership or limited liability company) – subject to ITP 3.2</p>
	<p>3.2</p>	<p>Majority share of the proponent shall not be owned by an international party.</p>
	<p>3.4</p>	<p>A Proponent shall not have a conflict of interest. Any Proponent found to have a conflict of interest shall be disqualified. A Proponent may be considered to have a conflict of interest for the purpose of this RFP process, if the Proponent:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Proponent; or (b) receives or has received any direct or indirect subsidy from another Proponent; or (c) has the same legal representative as Owner; or (d) has a relationship with another Proponent, directly or through common third parties, that puts it in a position to influence the proposal of another Proponent, or influence the decisions of the Lessor regarding this RFP process.

	3.5	A Proponent shall not be under suspension from proposal submission by the Lessor.
	3.6	Proponents shall not have consistent history of court/arbitral award decisions against the Proponent for the last five (5) years.
	3.7	Proponent shall not have occurrence of non-performance of a contract as a result of Proponent default for the last five (5) years.
	3.8	The Proponent shall not have any overdue payments to HDC at the time of proposal submission.
	3.9	The Proponent shall provide proof of funds for the whole project as per the submitted financial forecast.
	3.10	A Proponent shall provide such evidence of eligibility satisfactory to the Lessor, as the Lessor shall reasonably request.
	3.11	A Proponent shall only apply for 01 (one) of the Plots under this RFP.
	3.12	Both the lands would be awarded to Independent parties (cannot be awarded to sister companies/ subsidiaries/ parent companies)
B. CONTENTS OF RFP DOCUMENTS		
4. Sections of RFP Documents	4.1	<p>The RFP Documents include all the sections specified below, and should be read in conjunction with any addenda issued in accordance with ITP 6</p> <ul style="list-style-type: none"> • Section I. Instructions to proponents (ITP) • Section II. Evaluation and Qualification Criteria • Section III. Lessor’s Requirement • Section IV. Business Proposal Requirement • Annexes
	4.2	Unless obtained directly from the Lessor, the Lessor is not responsible for the completeness of the RFP Documents, responses to requests for clarification, or Addenda to the RFP Documents in accordance with ITP 6. In case of any contradiction, documents obtained directly by the Lessor shall prevail.

	4.3	The Proponent is expected to examine all instructions, forms, terms, and specifications in the RFP Documents and to furnish with its proposal all information and documentation as is required by the RFP Documents.
5. Clarification of RFP Documents	5.1	<p>A Proponent requiring any clarification of the RFP Documents shall contact the Lessor in writing at the Lessor’s address specified in the ITP 5.2 or raise its enquiries during the Clarification Meeting if provided for in accordance with ITP 5.3. The Lessor will respond in writing to any request for clarification, provided that such request is received before the enquires deadline specified in point 4 of the table of process and schedule of critical dates.</p> <p>The Lessor shall promptly publish its response at the web page identified in the ITP 5.2. Should the clarification result in changes to the essential elements of the RFP Documents, the Lessor shall amend the RFP Documents following the procedure under ITP 6 and ITP 17.3.</p>
	5.2	<p>For clarification purposes only, the Lessor’s address is:</p> <p>Real Estate Management Housing Development Corporation Ltd. Third Floor, HDC Building Hulhumalé, Maldives Tel: (+960)335 5259, (+960)335 5368, (+960)335 5134 Fax: (+960) 335 8892 E-mail: sales@hdc.com.mv Webpage: www.hdc.com.mv and www.properties.hdc.com.mv</p>
	5.3	Only registered parties shall be invited to the Clarification Meeting.
6. Amendment of RFP Documents	6.1	At any time prior to the deadline for submission of proposal, the Lessor may amend the RFP Documents by issuing addenda.
	6.2	Any addendum issued shall be part of the RFP Documents and shall promptly publish the addendum on the Lessor’s web page in accordance with ITP 5.2.
	6.3	To give Proponents reasonable time in which to take an addendum into account in preparing their proposal, the Lessor



		should extend the deadline for the submission of proposal, pursuant to ITP 17 .3
C. PREPARATION OF PROPOSALS		
7. Cost of Bidding	7.1	The Proponent shall bare all costs associated with the preparation and submission of its proposal, and the Lessor shall not be responsible or liable for those costs, regardless of the conduct or outcome of the RFP Process.
8. Language of Proposal	8.1	The RFP, as well as all correspondence and documents relating to the RFP exchanged by the Proponent and the Lessor, shall be written in the ENGLISH or DHIVEHI language.
9. Documents Comprising the Proposal	9.1	The Proposal shall comprise the following: (a) Letter of Price Proposal Form in accordance with Annex 05; (b) Bid Security in accordance with ITP 14; (c) Written confirmation authorizing the signatory of the Proposal to commit the Proponent, in accordance with ITP 15.2; (d) Business Proposal Requirement stipulated in Section IV (e) Any other document required in the ITP.
10. Letter of Price Proposal	10.1	The Letter of Price Proposal shall be prepared using the relevant forms furnished in Annex 05. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITP 15.2. All blank spaces shall be filled in with the information requested.
	10.2	The Proponent shall quote prices conforming to the requirements specified in Section II and Section III and fill in Price Proposal Form in accordance with Annex 05;
11. Documents Comprising the Business Proposal	11.1	The Proponent shall furnish a Business Proposal including Price Proposal form, Bid Security, Legal documents, Financial Documents, and any other information as stipulated in Section IV, in sufficient detail to demonstrate the adequacy of the Proponent’s proposal to meet the work requirements.
12. Currencies of Proposal	12.1	The currency(ies) of the proposal are to be quoted in Maldivian Rufiyaa (MVR)

<p>13. Period of Validity of Proposals</p>	<p>13.1</p>	<p>Proposal shall remain valid for a period of One Hundred and Eighty (180) days after the proposal submission deadline date prescribed by the Lessor in accordance with ITP 17.2. A proposal valid for a shorter period shall be rejected by the Lessor as non-responsive.</p>
<p>14. Bid Security</p>	<p>14.1</p>	<p>The Bidder shall furnish as part of its proposal, a bid security in original form bid security, in the amount of MVR 200,000.00 (Maldivian Rufiyaa Two Hundred Thousand).</p>
	<p>14.2</p>	<p>The Bid Security shall be valid for 180 (One Hundred and Eighty) days from the deadline for submission of Proposals.</p>
	<p>14.3</p>	<p>The bid security shall be a demand guarantee in forms of an unconditional guarantee issued by a locally registered Bank or financial institution (such as an insurance, bonding or surety company). The bid security shall be submitted using the Bid Security Form included in Annex 05.</p>
	<p>14.4</p>	<p>Any proposal not accompanied by a substantially responsive bid security shall be rejected by the Lessor as non-responsive.</p>
	<p>14.5</p>	<p>The bid security of the successful Proponent shall be returned as promptly as possible once the successful Proponent has signed the Contract and furnished the required performance security.</p>
	<p>14.6</p>	<p>The bid security of unsuccessful Proponents shall be returned as promptly as possible upon the successful Proponent’s signing the Contract and furnishing the performance security if relevant.</p>
<p>15. Format and Signing of Proposal</p>	<p>15.1</p>	<p>The Proponent shall submit one original of the documents comprising the proposal as described in ITP 9.1.</p>
	<p>15.2</p>	<p>The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Proponent.</p> <p>This authorization shall consist of a written confirmation of a Power of Attorney to sign on behalf of the Proponent.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the proposal where entries or amendments have been</p>

		made shall be signed or initialed by the person signing the proposal.
	15.3	Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.
16. Sealing and Marking of Proposals	16.1	The Proponent shall enclose the proposal. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
	16.2	<p>The inner and outer envelopes shall:</p> <p>(a) bear the name and address of the Proponent;</p> <p>(b) bear the name of the Works, to be addressed to the Lessor and bear specific identification of this RFP process: “Development and Operation of a Batching Plant in Lot 10708 (M3-49) or Lot 10707 (M3-48) of Hulhumalé”</p> <p>Housing Development Corporation Ltd. Third Floor, HDC Building Hulhumalé, Maldives</p> <p>Proposal Reference No: HDC (161)-EM/IU/2020/132</p> <p>(c) Proposal Check list specified in Annex 07 must be attached with the envelope</p> <p>(d) bear the name, address and contact number and contact person of the Proponent.</p> <p>(e) bear the registration number and the stamp (where applicable)</p> <p>(f) bear a warning not to open before the time and date for proposal opening.</p>
	16.3	If all envelopes are not sealed and marked as required, the Lessor will assume no responsibility for the misplacement or premature opening of the proposal.
17. Deadline for Submission of Proposal	17.1	Proposals must be received by the Lessor at the address and no later than the date and time specified in the ITP 17.2. Proponents do not have the option to submit their proposals electronically.

	17.2	<p>For proposal submission purpose only,</p> <p>With respect to the ongoing COVID-19 pandemic, details of the proposal opening time and process will be shared with he registered parties only</p> <p>The deadline for proposal submission is:</p> <p><u>Date: 10th September 2020</u></p>
	17.3	<p>The Lessor may, at its discretion, extend the deadline for the submission of proposals by amending the RFP Documents in accordance with ITP 6, in which case all rights and obligations of the Lessor and Proponents previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
18. Late Proposal	18.1	<p>The Lessor shall not consider any proposals that arrives after the deadline for submission of proposal specified in ITP 17.2. Any proposal received by the Lessor after the deadline for submission of proposal shall be declared late, rejected, and returned unopened to the Proponent.</p>
19. Proposal Opening	19.1	<p>Except in the cases specified in ITP 18.1, the Lessor shall publicly open and read out in accordance with ITP 19.3 all proposal received by the deadline, at the date, time and place specified in the ITP 19.2, in the presence of Proponents` designated representatives and anyone who choose to attend. However, if an unforeseen circumstance arises resulting in the delay of the proposal opening, the Lessor shall inform the attendees.</p>
	19.2	<p>The proposal opening shall take place at:</p> <p>With respect to the ongoing COVID-19 pandemic, details of the proposal opening time and process will be shared with he registered parties only</p> <p>The deadline for proposal submission is:</p> <p><u>Date: 10th September 2020</u></p>
	19.3	<p>Envelopes shall be opened one at a time, reading out: the name of the Proponent; the total price, the presence or absence of a bid security, if required; and any other details as the Lessor may consider appropriate. The Lessor shall neither discuss the merits of any proposal nor reject any proposal except for late proposal in accordance with ITP 18.1 and proposals that are not in accordance with Annex 07.</p>



	19.4	The Lessor shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Proponent; the Price; and the presence or absence of a bid security, if one was required. The Proponents’ representatives who are present shall be requested to sign the record. The omission of a Proponent’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be publicly announced after the proposal opening.
	19.5	Due to the COVID-19 pandemic and the safety measures implemented by the HPA and the Government of Maldives, the Proposal Submission Procedure is subject to change. Based on the situation by the date of proposal submission, a submission procedure that complies with the HPA guidelines will be announced on our website and shared with all the registered parties via email.
D. EVALUATION AND COMPARISON OF PROPOSALS		
20. Confidentiality	20.1	Information relating to the evaluation of proposals, comparison of proposals and recommendation of contract award shall not be disclosed to Proponents or any other persons not officially concerned with the RFP process until information on Contract award is communicated to all Proponents in accordance with ITP 29.
	20.2	Any attempt by a Proponent to influence the Lessor in the evaluation of the proposals or Contract award decisions may result in the rejection of its proposal.
	20.3	Notwithstanding ITP 20.2, from the time of proposal opening to the time of Contract award, if a Proponent wishes to contact the Lessor on any matter related to the RFP process, it shall do so in writing.
21. Clarification of Proposals	21.1	To assist in the examination, evaluation, and comparison of the proposals, and qualification of the Proponents, the Lessor may, at its discretion, ask any Proponent for a clarification of its proposal, giving a reasonable time for a response. Any clarification submitted by a Proponent that is not in response to a request by the Lessor shall not be considered. The Lessor’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the

		<p>prices or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Lessor in the evaluation of the proposals, in accordance with ITP 24.</p>
	21.2	<p>If a Proponent does not provide clarifications of its proposal by the date and time set in the Lessor’s request for clarification, its proposal may be rejected.</p>
<p>22. Deviations, Reservations, and Omissions</p>	22.1	<p>During the evaluation of proposal, the following definitions apply:</p> <ul style="list-style-type: none"> (a) “Deviation” is a departure from the requirements specified in the RFP Documents; (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Documents; and (c) “Omission” is the failure to submit part or all of the information or documentation required in the RFP Documents.
<p>23. Determination of Responsiveness</p>	23.1	<p>The Lessor’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself, as defined in ITP 9.1.</p>
	23.2	<p>A substantially responsive proposal is one that meets the requirements of the RFP Documents without material deviation, reservation, or omission.</p>
	23.3	<p>A substantially responsive proposal is one that meets the requirements of the RFP Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <ul style="list-style-type: none"> (a) if accepted, would <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the RFP Documents, the Lessor’s rights or the Proponent’s obligations under the proposed Contract; or

		(b) if rectified, would unfairly affect the competitive position of other Proponents presenting substantially responsive proposal.
	23.4	If a proposal is not substantially responsive to the requirements of the RFP Documents, it shall be rejected by the Lessor and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
24. Correction of Arithmetical Errors	24.1	<p>Provided that the proposal is substantially responsive, the Lessor shall correct arithmetical errors on the following basis:</p> <p>(a) 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 Lessor 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;</p> <p>(b) 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</p> <p>(c) 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.</p>
	24.2	Proponents shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITP 24.1, shall result in the rejection of the Proposal.
25. Evaluation of Proposal	25.1	The Lessor shall use the criteria and methodologies listed in Section II Evaluation and Qualification Criteria.
26. Lessor’s Right to Accept Any Proposal, and to Reject Any or All Proposal	26.1	The Lessor reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposal at any time prior to contract award, without thereby incurring any liability to Proponents. In case of annulment, all proposals submitted and specifically, bid securities, shall be promptly returned to the Proponents.

E. AWARD OF CONTRACT		
27. Award Criteria	27.1	Subject to ITP 26.1, the Lessor shall conditionally award the Contract to the Proponents whose proposals has been determined to be substantially responsive to the RFP Documents and scored the highest marks from each category as specified in ITP 25.1, provided further that the Proponent is determined to be qualified to perform the Contract satisfactorily.
28. Notification of Conditional Award	28.1	Prior to the expiration of the period of proposal validity, the Lessor shall notify the successful Proponent, in writing, that its proposal has been accepted.
	28.2	Until a formal contract is prepared and executed, the successful Proponents' proposal and the notification of conditional award shall constitute a binding Contract.
29. Signing of Contract	29.1	Promptly upon notification of the conditional award, the Lessor shall send the successful Proponent the Contract Agreement.
	29.2	Agreement must be signed after the receipt of Performance Guarantee, Lease Deposit, Concept Design and CSR Payment as per Section I, Clause 31, 32, 33 and 34 of this RFP.
	29.3	Within seven (7) days of receipt of the Contract Agreement, the successful Proponent shall sign, date, and return it to the Lessor.
30. Termination	30.1	In case of breach of any of the Contractual obligations by the Proponent, HDC shall have the right to terminate the contract with prior notice.
31. Performance Guarantee	31.1	Within thirty (30) days of the receipt of notification of award from the lessor, the successful proponent shall furnish the Performance Guarantee.
	31.2	The Performance Guarantee amount shall be MVR 500,000.00 (Maldivian Rufiyaa Five Hundred Thousand). The Performance Guarantee shall be valid for 14 (fourteen) months from the date of Agreement signing, and shall be renewed annually until the completion of the construction period and for an additional two months.

	31.3	Failure to pay the Performance Guarantee within the specified time period as per Section I, sub clause 31.1 will result in the annulment of conditional award of contract.
32. Lease Deposit	32.1	Within 07 (Seven) days of notification and prior to execution of the signing of agreement in accordance with ITP 29.1, the successful proponent shall pay a lease deposit, equivalent to three (03) month’s rent of the proposed rate for the year one (01) to the account which will be notified in the Letter of Conditional Award. Promptly upon notification, the Lessor shall send the successful Proponent the Contract Agreement.
	32.2	Failure to pay the Lease Deposit will result in the annulment of conditional award of contract.
33. Concept Design	33.1	Proponent shall submit the concept design within 30 (Thirty) days from the Notification of Award and shall be approved prior to agreement signing
	33.2	Failure to submit concept design drawing will result in the annulment of award of contract
34. CSR Payment	34.1	<p>Within 30 (Thirty) days of Notification of Conditional Award and prior to execution of the signing of agreement in accordance with ITP 29.1, the successful proponent shall make the CSR payment to the account which will be notified in the Letter of Conditional Award. Promptly upon notification of the payment, the Lessor shall send the successful Proponent the Contract Agreement.</p> <p>The CSR amount for Lot 10708 is MVR 1,384,000 (Maldivian Rufiyaa One Million Three Hundred and Eighty-Four Thousand).</p> <p>The CSR amount for Lot 10707 is MVR 1,384,000 (Maldivian Rufiyaa One Million Three Hundred and Eighty-Four Thousand).</p>
	34.2	Failure to make the CSR payment within the specified time period as per Section I, sub clause 34.1 will result in the annulment of conditional award of contract.

SECTION II. EVALUATION AND QUALIFICATION CRITERIA

This Section contains all the criteria that the Lessor shall use to evaluate proposals and qualify Proponents. In accordance with ITP 25, no other factors, methods or criteria shall be used. The Proponent shall provide all the information requested in the forms included in Section IV, Business Proposal Requirements and proposal shall fulfill requirements in accordance with ITP 9.1.

Proposal evaluation will be conducted based on the following categories will be taken into account whilst allocating points;

1. Lease Rate – 100%

- The lease rate will be evaluated using the Net Present Value of the proposed lease rate for 5 (Five) years after the grace period.
- NPV will be calculated as per the following formula with the discount rate of 10%. Interested parties with the highest acceptable NPV (as per Annex 05) will be given a score of 100% whereby points shall be given as prorated for the other interested parties.

$$\sum_{0}^{n} \frac{I}{(1+r)^n}$$

n= number of years

I = rent proposed for each year (starting from 1st year)

r= discount rate

- The minimum acceptable lease rate per sqft per month for each plot is MVR 10.00 (Maldivian Rufiyaa Ten) for the 5 (five) years. Any proposal which is less than the said Minimum acceptable lease rate shall be disqualified.
- After the first 5 (five) years, the rent shall be based on the following formula:
Monthly lease rate for the following 5 (five) years = $P(1+i+5\%)$, where 'P' is the preceding year's monthly lease rate, and where 'i' is the cumulative inflation for the five years which will be real estate inflation for the Male' area in the MMA statistics reports.
- The proposed rent should be in accordance with the Letter of Price proposal and should be clearly proposed for per square feet per month. (Rent should not be proposed on a per month basis).
- The rate proposed for each following year shall be equal or higher than the previous year's rental rate. Rates proposed not according to the RFP will result in the disqualification of the proposal.
- In evaluation of proposals procedure to eliminate the outliers as per Annex 02 shall be applied.

SECTION III. LESSOR'S REQUIREMENT

General Specifications

1. Scope of Works

The proponent shall Develop and Operate a Batching plant in Hulhumalé Lot 10708 (M3-49) or Lot 10707 (M3-48), on a short-term lease model as per the below detailed terms and conditions.

2. Project Duration and Key Timeline

- 2.1. The Proponent shall make Lease Deposit payment within 07 (seven) days of the receipt of Notification of Conditional Award from the Lessor.
- 2.2. The Proponent shall submit the Performance Guarantee within 30 (thirty) days of the receipt of Notification of Conditional Award from the Lessor.
- 2.3. The Proponent shall submit the Concept Design within 30 (thirty) days of the receipt of Notification of Conditional Award from the Lessor.
- 2.4. The Proponent shall make CSR payments within 30 (thirty) days of the receipt of Notification of Conditional Award from the Lessor.
- 2.5. The Proponent shall submit Detailed Drawings of the batching plant for the approval of HDC within 60 (sixty) calendar days from the signing of the Agreement. Thereafter, HDC will give comments on the submitted Detailed Drawings within 14 (fourteen) working days from the date of submission. The Proponent further undertakes to make any alterations to the revised Detailed Drawings and submit within 14 (Fourteen) working days from the date of comments given by HDC, at the Proponent's sole cost. The revised Detailed Drawings shall comply with all specific requirements of HDC mentioned in the comments and Guidelines of HDC.
- 2.6. Upon the Detailed Drawings being finalized and approved by the relevant authorities, the Proponent shall grant exclusive right to HDC to utilize the Detailed Drawings in the event the Proponent fails to deliver the project as agreed between the parties. Under such circumstances, the Detailed Drawings shall become the property of HDC and the Proponent shall not have any right or claim whatsoever in respect of the Detailed Drawings.
- 2.7. The development site shall be handed over to the proponent within 7 (seven) working days from the approval of the detailed drawing.
- 2.8. The Proponent shall submit BOQ and project schedule within 30 (thirty) calendar days from the approval of detailed drawings.
- 2.9. The Proponent shall mobilize the development land, within 30 (thirty) calendar days from the handover of the development site. The development land will be handed over to the proponent in its current condition, and any clearance required on the development land shall be the sole responsibility of the proponent.
- 2.10. If required by EPA, EIA shall be submitted to HDC within 30 (thirty) calendar days from the approval of the detailed drawings.



- 2.11. The Proponent shall commence service provision on the plot within 12 (twelve) months from the date of Agreement signing.
- 2.12. The duration of the lease period is 7 (seven) years from the date of Agreement signing.

3. Other Terms and Conditions

- 3.1. The proponent should contain any dispersal issues arising while loading the silos.
- 3.2. The proponent will be responsible for the administration, supervision and management of the batching plant for the 7 (seven) year lease duration.
- 3.3. Proponent shall be responsible for insurance and maintenance of the property
- 3.4. Must install fire safety measures.
- 3.5. The Proponent must comply with all the protocols, guidelines of the relevant authorities.
- 3.6. A Proponent shall only apply for one of the Plots under this RFP

4. Minimum Lease rate

- 4.1. When proposing the monthly rent, the minimum rate per square feet per month shall be MVR 10.00 (Maldivian Rufiyaa Ten) for the first 5 (Five) years. Any proposal which is less than the said Minimum acceptable lease rate shall be disqualified.
- 4.2. The rate proposed for each following year shall be equal or higher than the previous year's rental rate. Rates proposed not according to the RFP will result in the disqualification of the proposal.
- 4.3. After the first 5 (five) years, the rent shall be based on the following formula:

Monthly lease rate for the following 5 (five) years = $P(1+i+5\%)$, where 'P' is the preceding year's monthly lease rate, and where 'i' is the cumulative inflation for the five years which will be real estate inflation for the Male' area in the MMA statistics reports.

5. Financing of the Project

The proponent shall secure finance for the whole project, where the project could be financed from external or internal sources or both.

- 5.1. Any proponent without proper proof of funding for the full project value would be considered ineligible
- 5.2. The proponent shall not use the provided land plot as the source of financing the project.
- 5.3. HDC would not grant mortgage rights to the developer.



SECTION IV. BUSINESS PROPOSAL REQUIREMENT

To establish its qualifications to perform the contract in accordance with Section II (Evaluation and Qualification Criteria) and to determine the proposal as substantially responsive proposal Proponent shall provide the information requested in the corresponding documents included hereunder.

1. Price Proposal Form (As in ANNEX 05)

2. Bid Security (As in ANNEX 04)

3. Legal Documents:

- (a) Copy of Business Registration Certificate
- (b) Copy of GST Registration certificate (for the relevant and similar work)
- (c) Copy of Tax clearance report or GST & BPT return voucher from MIRA for the past 2 (two) years (GST & BPT). If the business is in operation for less than 2 years, this document shall be submitted for the applicable duration. For start-ups less than 3 months, this is not required
- (d) Copy of Trade permit (for the relevant and similar work)
- (e) If a Partnership; Partnership Profile Documents
- (f) If a company; memorandum and Articles of Association of the Company.
- (g) If a company; Board Resolution of the Company confirming Board of Director's approval for proposed work.
- (h) Information of the proponent's authorized representative employed to carry out the works, preferably fulltime personnel of the proponent. The proponent shall provide the name, address, contact number, email address and details of the authorized representative who will liaise with Lessor on behalf of the Proponent. (As per Annex 06)
- (i) Power of Attorney to sign on behalf of the Proponent in accordance with ITP 15.2.

4. Financial Documents;

- (a) Bank statements of the past six (06) months of the Business Entity or the monthly balance or monthly average balance confirmation. The submitted statement shall be original, authorized and sealed by the Bank / Financial institution.
- (b) Audited Financial Statements of the past three (03) years (authorized by a certified audit firm / individual)



- (c) If Equity Finance, the company accounts should prove that the company has enough fund for the full project. (Cash and cash equivalents, receivables, payables and inventory of the company will be evaluated along with such relevant details of any related company or companies.)
- (d) If equity injection for the project, should provide proof of the fund
- (e) If External funding the proponent should submit relevant documents
 - a. Bank Finance: should submit Bank Comfort letter, bank guarantee etc.
 - b. Partner Companies: should provide partner company details
- (f) Other finance: Time Deposit, Tradable Bonds, etc.
- (g) If part equity part external fund, the proponent should submit documents accordingly.
- (h) Financial Forecast including the estimated project value.

5. RFP Document Checklist

- (a) Checklist should be attached as per Annex 07 outside the sealed envelope



Annex 01- Drawings (Location map / Plot map / Unit map)

Type	Plot Number	Area (Sqft)
Batching Plant	M3-49 (Lot 10708)	16,145.87
Batching Plant	M3-48 (Lot 10707)	16,145.87

** Areas given are subjected to minimal changes*



Annex 02 Procedure to Eliminate Outliers

Minimum Acceptable NPV per Square feet **470.65**

Step 1: Comparison of NPV of acceptable proposals

Proponent	NPV	
Proponent 1	797.37	Accepted
Proponent 2	713.73	Accepted
Proponent 3	817.56	Accepted
Proponent 4	761.38	Accepted
Proponent 5	896.05	Rejected
Proponent 6	982.46	Rejected
Proponent 7	796.03	Accepted
Proponent 8	711.86	Accepted
Proponent 9	759.32	Accepted
Proponent 10	852.89	Accepted

Step 2: Calculating Quartile Range

LQ	759.84
UQ	844.06
IQR	84.22

Step 3: Calculating Acceptable Range

LB	470.65
UB	886.17

Note:

- * LQ = Lower Quartile (25%)
- * UQ = Upper Quartile (75%)
- * LB = Min NPV Acceptable
- * UB = Upper Boundary (UQ+(IQRx0.5))

NOTE: This is a sample of how the outliers are eliminated



Annex 03
Planning and Development Guideline



Annex 04

Bid Security Form

WHEREAS, *(name of Proponent)* (hereinafter called “the Proponent”) has submitted their bid dated *(date of submission of bid)* to Development and Operation of a Batching Plant on a short-term lease basis in *(Lot number)* of Hulhumalé (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We *(name of bank)* having our registered office at *(address of bank)* (hereinafter called “the Bank”) are bound unto the Housing Development Corporation Ltd of the Republic of Maldives, registration number C-793/2008 (hereinafter called “the Plot Owner”) in the sum of *MVR 200,000.00 (Maldivian Rufiyaa Two Hundred Thousand)* for which payment well and truly to be made to the said Unit Owner, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this Day of 2020.

THE CONDITIONS of this obligation are:

1. If the Proponent

(a) Withdraws its Bid during the period of bid validity

2. If the Proponent, having been notified of the acceptance of its Bid by the Housing Development Corporation Ltd during the period of bid validity:

(a) Refuses to accept the award;

(b) Fails or refuses to pay Acquisition Fee; or

(c) Fails to submit the Performance Guarantee; or

(d) Fails to execute the term and conditions of Development and Lease Agreement; or

We undertake to pay to the Plot Owner up to the above amount upon receipt of his first written demand, without the Plot Owner having to substantiate his demand, provided that in his demand the Plot Owner will note that the amount claimed by him is due to him owing to the occurrence of the above condition.

This Guarantee will remain in force up to and including the date (date) 180 days from (date of bid submission) after the deadline for submission of this Guarantee or as it may be extended by the Plot Owner, notice of which extension(s) shall be given to the Bank. Any demand in respect of this Guarantee shall reach the Bank not later than the above date.

This guarantee shall supersede all agreements between us and the Proponent in relation to this Bid. If there are any inconsistencies between this guarantee and any other document exchanged between us and the Proponent, the terms of this guarantee shall prevail.

This guarantee shall be governed by and construed in accordance with the laws of Republic of Maldives.

(Seal and signature of the bank / financial institution)

Note: The bid security should be of MVR 200,000.00 (Maldivian Rufiyaa Two Hundred Thousand) should remain in force for (date) 180 days from date of bid submission.



Annex 05

LETTER OF PRICE PROPOSAL

Date: _____
Proposal Reference No: _____
Lot Number: _____

To: Housing Development Corporation Ltd.
HDC Building, Third Floor
Hulhumalé, Maldives

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposal (RFP) documents including all addenda issued in accordance with Instruction to Proponents (ITP) 6.
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITP 3;
- (c) We have not been suspended nor declared ineligible by the Lessor in accordance with ITP 3.5.
- (d) We have no litigation history and non-performance of a contract in accordance with ITP 3.6 and ITP 3.7.
- (e) We, (insert *company name and company registry number*), offer to operate (Type of business) in Hulhumalé.
- (f) We undertake, to pay the proposed rent for the 05 (Five) years, where proposal is accepted. The Proposed lease rent of our proposal is:

1st Year (per square foot per month): MVR L (*amount in numbers*)
(RufiyaaLaari.....) (*amount in words*)

2nd Year (per square foot per month): MVR L (*amount in numbers*)
(RufiyaaLaari.....) (*amount in words*)

3rd Year (per square foot per month): MVR L (*amount in numbers*)
(RufiyaaLaari.....) (*amount in words*)

4th Year (per square foot per month): MVR L (*amount in numbers*)
(RufiyaaLaari.....) (*amount in words*)



5th Year (per square foot per month): MVR L (*amount in numbers*)
(RufiyaaLaari.....) (*amount in words*)

NB: The rent should be proposed at the rate of per square foot per month. Rent proposed in any other format will be rejected at the time of the Proposal opening.

- (g) Our proposal shall be valid for a period of 180 (One Hundred and Eighty) days from the date of proposal submission deadline in accordance with RFP document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (h) We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) We understand that Lessor is not bound to accept the highest evaluated proposal or any proposal that may receive.

Proponent:

Name:

(Seal)

Address:

Duly authorized to sign the proposal for and on behalf of the Company:

Name:

Title:

Signature:

Date:



Annex 06

Information of the Authorized Representative

Date: _____

Proposal Reference No: _____

To: Housing Development Corporation Ltd.
Ground Floor, HDC Building
Hulhumalé, Maldives

This is to authorize (*Name, ID number*) as a representative of (*Name of the Proponent*) to carry out the works related to RFP (ref no) and to liaise with Lessor on behalf of the (*Name of the Proponent*)

Proponent:

Name:

Address:

.....

Signature and Stamp

Authorized Representative (preferably fulltime personal):

Name:

Designation:

ID Number:

Contact Number:

Email Address:

.....

Signature



Annex 07

Proposal Checklist

Please attach this checklist outside the sealed envelope of the Proposal

Proponent	For HDC use	
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Business Registration Certificate
<input type="checkbox"/>	<input type="checkbox"/>	If a company; Board Resolution (As in Section IV 3 (g))
<input type="checkbox"/>	<input type="checkbox"/>	Bid Security; (As in Annex 04)
<input type="checkbox"/>	<input type="checkbox"/>	Letter of Price Proposal (As in Annex 05)
<input type="checkbox"/>	<input type="checkbox"/>	Checklist Attached Outside Sealed Proposal (As in Annex 07)

Note:

- Any proposal without the specified documents as stated in the Annex 07 of RFP will be rejected at the time of proposal opening.

