

REQUEST FOR PROPOSAL (RFP)

FOR

DEVELOPMENT AND OPERATION OF A MIXED-USE PARKING AND COMMERCIAL BUILDING IN HULHUMALE' PHASE 02

PROPOSAL REFERENCE NUMBER: HDC(161)-BSI/IU/2022/21
 ANNOUNCEMENT DATE: 13th January 2022
 PROPOSAL SUBMISSION DEADLINE: 7th February 2022



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TABLE OF CONTENTS

SECTI	ON I. INSTRUCTIONS TO PROPONENTS (ITP)	2
SECTI	ON II. RFP DATA SHEET	17
SECTI	ON III. LESSOR'S REQUIREMENTS	20
1.	SCOPE OF WORK	20
2.	BUSINESS MODEL	20
3.	PROJECT COST ESTIMATE BY LESSOR	20
4.	PLOT DETAILS	21
SECT	ION IV. QUALIFICATION AND EVALUATION CRITERIA	22
1.	QUALIFICATION CRITERIA	22
2.	EVALUATION CRITERIA	24
SECT	ION V. BUSINESS PROPOSAL REQUIREMENT	
1.	BID SECURITY AS IN FORM 01	
2.	LETTER OF PROPOSAL AS IN FORM 02	
3.	LEGAL DOCUMENTS:	
4.	FINANCIAL DOCUMENTS	
5.	BUSINESS PLAN	
6.	EXPERIENCE	
7.	PROPOSAL CHECKLIST	
SECT	ION VI. CONTRACT TERMS	46
SECT	ION VII. DRAWINGS AND GUIDELINES	57
1.	DRAWINGS	57
2.	DESIGN AND DEVELOPMENT GUIDELINE	58
3.	SUBMISSION & QUALITY MANAGEMENT CRITERIA	59



SECTION I. INSTRUCTIONS TO PROPONENTS (ITP)

A. GENERAL			
1.	1. Scope of Proposal	1.1	The Lessor; 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). The name of the Project and Proposal Reference Number of this RFP is provided in the RFP Data Sheet.
1.		1.2	 Throughout this RFP Documents: (a) the term "in writing" means communicated in written form and delivered against receipt; (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 (c) "day" means calendar day.
2.	Corrupt and Fraudulent Practicos	2.1	It is a requirement of the Lessor that proponents, developers, 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:
	Practices		 (a) defines, for the purposes of this provision, the terms set forth below as follows: (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the section.

		procurement process or in contract execution; and
		 (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the 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. (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.
		(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.(d) will terminate the contract after having given fourteen (14) days' notice to the Proponent.
	3.1	A Proponent must be a registered business (sole trader, partnership or limited liability company) – subject to ITP 3.2 and ITP 3.3.
3. Eligible Proponents	3.2	Unless otherwise specified in the RFP data sheet, in case a Joint Venture (JV) is proposed by Proponent(s) the minimum percentage of equity share proportion of local partner(s) in a JV shall not apply.



	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:
	(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
3.3	(c) 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; or
	(d) submits more than one proposal for a unit in this RFP process by business entity. Participation by a Proponent in more than one Proposal will result in the disqualification of all Proposals in which such Proponent is involved.
3.4	A Proponent shall not be under suspension from proposal submission by the Lessor.
3.5	A Proponent shall provide such evidence of eligibility satisfactory to the Lessor, as the Lessor shall reasonably request.
	If a proponent has a relation with an employee within HDC, that is in a position to influence the
3.6	proposal of the proponent, or influence the decisions of the Lessor regarding the RFP process, the proponent shall declare the relationship as per
	the Declaration Form in Section V.

	DEVELOPMENT AND OP	ERATION OF A	MIXED-USE PARKING AND COMMERCIAL BUILDING IN HULHUMALÉ PHASE 02
			In a case where the Proponent has not declared, Lessor has the right to disqualify the submitted proposal.
		B. COM	ITENTS OF RFP DOCUMENTS
4. Sections of RFP Documents	Sections of RFP	4.1	 The RFP Documents include all the Sections specified below, and should be read in conjunction with any Addenda issued in accordance with ITP 6. Section I. Instructions to Proponents (ITP) Section II. RFP Data Sheet Section III. Lessor's Requirements Section IV. Qualification and Evaluation Criteria Section V. Business Proposal Requirement Section VI. Contract Terms Section VII. Drawings and Guidelines
	Documents Unless is not r 4.2 4.2 Vulless is not r or Add with IT	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. Failure to furnish all information and documentation required in RFP Documents as per ITP 4.1 may result in rejection of the proposal.
5.	Clarification of RFP Documents, Pre-Proposal Meeting	5.1	A Proponent requiring any clarification of the RFP Documents shall contact the Lessor in writing at the Lessor's address specified in the RFP Data Sheet or raise its enquiries during the Pre-Proposal Meeting, if provided for in accordance with ITP 5.2. The Lessor will respond in writing to any request for clarification, provided that such request is received no later than the enquiry deadline specified in the RFP Data Sheet . The Lessor shall promptly publish its response at the web page specified in the RFP Data Sheet . Should the clarification result in

5

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		changes to the essential elements of the RFP Documents, the Lessor shall amend the RFP Documents following the procedure under ITP 6 and ITP 16.2.
	5.2	If so, specified in the RFP Data Sheet , the Proponent's designated representative is invited to attend a pre-proposal meeting. The purpose of the meeting will be to provide information about the project, proposal procedures, clarify issues and to answer questions on any matter that may be raised at that stage.
	5.3	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Proponents, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be published promptly in webpage in accordance to ITP 5.1. Any modification to the RFP Documents that may become necessary as a result of the pre-proposal meeting shall be made by the Lessor exclusively through the issue of an Addendum pursuant to ITP 6 and not through the minutes of the pre-proposal meeting. Nonattendance at the pre-proposal meeting will not be a cause for disqualification of a Bidder.
	6.1	At any time prior to the deadline for submission of proposal, the Lessor may amend the RFP Documents by issuing addenda.
6. Amendment of RFP Documents	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 5.1.
	6.3	To give Proponents reasonable time in which to take an addendum into account in preparing their

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			proposal, the Lessor should extend the deadline for the submission of proposal, pursuant to ITP 16.2.
		C. PRE	PARATIONS OF PROPOSALS
7.	Cost of Proposal	7.1	The Proponent shall bear 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) Bid Security in accordance with ITP 13; (b) Written confirmation authorizing the signatory of the Proposal to commit the Proponent, in accordance with ITP 14.2 and ITP 14.3; (c) Business Proposal Requirement stipulated in Section V; (d) In the case of a Proposal submitted by a Joint Venture (JV), the JV agreement or letter of intent to enter into JV including but not limited to scope of works to be executed by respective partners and equity share percentage of the respective partners; (e) Any other document required in RFP data sheet.
10.	Letter of Proposal	10.1	The Letter of Proposal shall be prepared using the Form 02 in Section V. The form 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.

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	10.2	The Proponent shall quote prices conforming to the requirements specified in Section III.
11. Currencies of Proposal	11.1	The currency(ies) of the proposal are to be quoted in Maldivian Rufiyaa (MVR).
12. Period of Validity of Proposals	12.1	Proposal shall remain valid for the period specified in the RFP Data Sheet. A proposal valid for a shorter period shall be rejected by the Lessor as non- responsive.
	13.1	The Proponent shall furnish as part of its proposal, a bid security in original form and in the amount and currency specified in the RFP Data Sheet.
	13.2	The Bid Security shall be valid for the period specified in the RFP Data Sheet.
	13.3	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 as per Form 01 in Section V.
13. Bid Security	13.4	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 into a legally enforceable JV at the time of bidding, the bid security shall be in the names of all future members as named in the letter of intent referred to in ITP 3.1 and ITP 9.1
	13.5	Any proposal not accompanied by a substantially responsive bid security shall be rejected by the Lessor as non-responsive.
	13.6	The Bid Security of the successful Proponent shall be returned as promptly as possible once the successful Proponent has signed the Contract.

8

	13.7	The Bid Security of unsuccessful Proponents shall be returned as promptly as possible upon the successful Proponent's signing the Contract.
	13.8	 The Bid Security may be forfeited or the Bid Securing Declaration Executed: (a) If the proponent withdraws its Proposa during the period of Proposal validity specified by the Proponent in the Letter of Proposal; or (b) If the successful proponent (i) fails or refuses to pay lease deposit, or (ii) fails to execute the terms and conditions of the conditional award of the Lessor.
	14.1	The Proponent shall submit one original of the documents comprising the proposal as described in ITP 9.1.
14. Format and Signing of Proposal	14.2	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. This authorization shall consist of a written confirmation of a Power of Attorney to sign on behalf of the Proponent. 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 made shall be signed or initialed by the person signing the proposal.
	14.3	In case the Proponent is a JV, the Proposal shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
	14.4	Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.

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D.	SUBMIS	SION AND OPENING OF PROPOSALS
		Proponents shall submit their proposal by mail or by hand. If so, specified in the RFP Data Sheet , Proponents shall have the option of submitting their Proposal electronically. Procedures for submission, sealing and marking are as follows: (a) Proponents submitting Proposal by mail or
	15.1	by hand shall enclose the original of the Bid in one sealed single envelope, duly marking the envelope as "ORIGINAL BID".
		(b) Proponent submitting Proposal electronically shall follow the electronic bid submission procedures specified in the RFP data sheet.
		The sealed envelope shall:
15. Sealing and		(a) bear the name and address of the Proponent;
Marking of Proposals		(b) bear the name of the Project and shall be addressed to the Lessor;
	15.2	(c) bear the specific proposal reference number of this RFP process indicated in RFP Data Sheet;
		(d) bear the name, address and contact number and contact person of the Proponent.
		(e) bear a warning not to open before the time and date for proposal opening in accordance with ITP 16.1.
		(f) include Form 07 - Proposal Checklist
	15.3	If the envelope is not sealed and marked as required, the Lessor will assume no responsibility for the misplacement or premature opening of the proposal.
16. Deadline for Submission of Proposal	16.1	Proponents must submit the required documents to the online portal no later than the date and time specified in the RFP Data Sheet.

	16.2	Proposals must be received by the Lessor at the address and no later than the Proposal Submission date and time specified in the RFP Data Sheet .
17. Late Proposal	17.1	The Lessor shall not consider any proposals that arrives after the deadline for submission of proposal specified in ITP 16. Any proposal received by the Lessor after the deadline for submission of proposal shall be declared late, rejected, and returned unopened to the Proponent.
	18.1	The Lessor shall open Proposals at the address on the date and time specified in the RFP Data Sheet in the presence of Proponent's designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITP 15.1, shall be specified in the RFP Data Sheet .
18. Proposal Opening	18.2	 The Lessor shall open the proposals one at a time and read out and record the following (a) the name of the Proponent; (b) the presence of original Bid Security; (c) any other details as the Lessor may consider appropriate.
	18.3	Only proposals read out and recorded at proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening except for late proposal in accordance with ITP 17.1 and proposals that are not in accordance with Form 07 - Proposal Checklist.
	18.4	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

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		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 distributed to all Proponents who submitted proposal on time.
E. EVA	LUATION	NAND COMPARISION OF PROPOSALS
	19.1	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 28.
19. Confidentiality	19.2	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.
	19.3	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.
20. Clarification of	20.1	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
Proposals		shall be in writing. No change, including any voluntary increase or decrease, in the 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 23.

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	20.2	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.	
21. Deviations, Reservations, and Omissions	21.1	 During the evaluation of proposal, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the RFD 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 a of the information or documentation required in the RFP Documents. 	
22.1		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.	
		A substantially responsive proposal is one that meets the requirements of the RFP Documents without material deviation, reservation, or omission.	
22. Determination of Responsiveness		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,	
	22.3	(a) if accepted, would	
		 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	

	22.4	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. 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.
23. Correction of Arithmetical Errors	23.1	 Provided that the proposal is substantially responsive, the Lessor shall correct arithmetical errors on the following basis: (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; (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 (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.
	23.2	Proponents shall be requested to accept correction of arithmetical errors. Failure to accept the

		correction in accordance with ITP 23.1, shall result in the rejection of the Proposal.
	24.1	The Lessor shall use the criteria and methodologies listed in Section IV. Qualification and Evaluation Criteria.
24. Evaluation of Proposal	24.2	In the event, the difference in total evaluation scores of two or more Proponents is less than 3% the Proponent proposing the highest revenue (Net Present Value) will be ranked the highest among the Proponents with less than 3% and the rest of the Proponents within this range will be ranked accordingly.
25. Lessor's Right to Accept Any Proposal, and to Reject Any or All Proposal	25.1	The Lessor reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals 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.
	D.	AWARD OF CONTRACT
26. Award Criteria	26.1	Subject to ITP 25.1, the Lessor shall conditionally award the Contract to the Proponent(s) whose proposals has been determined to be substantially responsive to the RFP Documents and scored the highest marks as specified in ITP 24, provided further that the Proponent is determined to be qualified to perform the Contract satisfactorily.
	26.2	In case of multiple plots are specified in Section III, the Lessor shall conditionally award the Contract to the Proponents as per evaluation ranking subject to ITP 26.1
27. Plot Selection	27.1	Plot Selection for the Successful Proponents shall be carried out as per procedures specified in the RFP data sheet.

			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
	Notification of Conditional	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.
Award 28.3		28.3	Failure of the successful Proponent to fulfill the obligations mentioned in the Conditional Award Letter, or sign the Contract in accordance with ITP 29 shall constitute sufficient grounds for the annulment of the conditional award and forfeiture of the bid security. In that event the Lessor may award the Contract to the next highest evaluated Proponent whose offer is substantially responsive and is determined by.
29.	Signing of	29.1	Promptly upon notification of the conditional award, the Lessor shall send the successful Proponent the Contract
	Contract	29.2	Within 7 (seven) days of the success fulfilment of the obligation stipulated in Conditional Award Letter, successful Proponent shall sign the Contract with Lessor.



SECTION II. RFP DATA SHEET

	A. GENERAL
ITP 1.1	Name of the Project: Development and Operation of a Mixed-Use Parking and Commercial Building in Hulhumale' Phase 02
ITP 1.1	The Reference Number of Proposal Process is: HDC(161)-BSI/IU/2022/21
ITP 3.2	Joint Venture share proportion restriction shall not apply.
	B. CONTENTS OF RFP DOCUMENTS
ITP 5.1	For clarification purposes only, the Lessor's address is: Business Solutions Housing Development Corporation Ltd. Ground Floor, HDC Building Hulhumalé, Maldives Tel: (+960)3355 314, (+960)3355 380 E-mail: <u>sales@hdc.com.mv</u>
ITP 5.1	Webpage: Corporate website - hdc.com.mv MyHulhumalé Properties website - properties.hdc.com.mv Bids & Proposal Submission Portal - bids.hdc.com.mv
ITP 5.1	The deadline for request for clarification is on or before 23th January 2022 at 15:30hrs
ITP 5.2	The pre-proposal meeting shall take place at the following date, time and place; Date: 20th January 2022 Time: 11:00hrs Place: Online Meeting held via Zoom
	Interested parties can join pre-proposal meeting via zoom link shared on Invitation for Proposals.
	In order to minimize technical issues please join the meeting 10 minutes prior to the time.



 Proposal Validity Period: 150 (One Hundred and Fifty) days The Amount and Currency of Bid Security shall be MVR 500,000.00 (Maldivian Rufiyaa Five Hundred Thousand) or equivalent in United States Dollar (USD). The source of exchange rate shall be Maldives Monetary Authority (MMA) and the date for the exchange rate shall be 14 (fourteen) days before Proposal Submission deadline. Bid Security Validity Period: 180 (One Hundred and Eighty) days from the deadline for submission of Proposals.
 (Maldivian Rufiyaa Five Hundred Thousand) or equivalent in United States Dollar (USD). The source of exchange rate shall be Maldives Monetary Authority (MMA) and the date for the exchange rate shall be 14 (fourteen) days before Proposal Submission deadline. Bid Security Validity Period: 180 (One Hundred and Eighty) days from the
D. SUBMISSION AND OPENING OF PROPOSALS
Proponents have the option of submitting their proposal electronically through Bids & Proposal Submission Portal (https://bids.hdc.com.mv/). Proponent shall submit the required documents to the Bids & Proposal Submission Portal before the deadline date specified in ITP 16.1. In order to submit the documents, proponent shall login via an Email address and Register as a Proponent. However, physical document of the Price Proposal Form and Bid Security shall be submitted to the Lessors Address at the Date and Time as specified in ITP 16.2. These documents will not be accepted through the portal.
For online document submission purpose only: Starting Date and Time: 27th January 2022, 15:00hrs Deadline Date and Time: 7th February 2022, 13:00hrs
For proposal submission purpose only, the Lessor Address is: Exhibition Center (Ground Floor) HDC Building Huvandhumaa Hingun Housing Development Corporation Ltd. Date: 7 th February 2022 Time: 13:00hrs to 14:00hrs

	For proposal opening shall take place at:
	Exhibition Center (Ground Floor)
ITP 18.1	HDC Building
111 10.1	Huvandhumaa Hingun
	Housing Development Corporation Ltd.
	Date: 7 th February 2022
	Time: 14:00hrs
	E. AWARD OF CONTRACT
ITP 27.1	Priority for Plot selection shall be given to the successful Proponent based on evaluation ranking whereby highest scored Proponent will be given priority for Plot selection.



SECTION III. LESSOR'S REQUIREMENTS

1. SCOPE OF WORK

Housing Development Corporation (Lessor) is seeking for interest parties for the development and operation of a mixed-use parking and commercial building in Hulhumalé Phase 02. The selected party (Lessee) will be responsible for the design, construction, management and administration of the property for the duration of the lease term. The management of property includes but not limited to operation, supervision, maintenance, effecting insurance and providing full-time security of the property.

2. BUSINESS MODEL

- 2.1 The minimum acceptable lease rate per square feet per month for the plot N6-31 is MVR 30 (Maldivian Rufiyaa Thirty) for the first five years.
- 2.2 The Lease rate proposed for each following year shall be equal or higher than the previous year's lease rate. Proposed Lease rate which is less than the said minimum acceptable Lease rate shall be disqualified.
- 2.3 The Lessee shall propose the Acquisition Fee. The minimum acceptable Acquisition Fee for plot N6-31 is MVR 77.10 (Maldivian Rufiyaa Seventy-Seven and Ten Laari) per square feet.
- 2.4 The Acquisition Fee proposed less than the said minimum acceptable Acquisition Fee shall be disqualified.

3. PROJECT COST ESTIMATE BY LESSOR

- 3.1 Project Cost Estimate by Lessor for the Plot is MVR **33,367,800.00** (Maldivian Rufiyaa Thirty-Three Million Three Hundred and Sixty-Seven Thousand Eight Hundred).
- 3.2 The calculation basis for Project Estimate by Lessor is average project cost of the land plots calculated at the rate of MVR 1,000.00 per sqft of Gross Floor Area.



4. PLOT DETAILS

Plot Number	Usage	Plot Area
20396 (N6-30a)		13,609.12 sqft
20398 (N6-30b)	Development and operation of mixed-use Parking and Commercial Building	13,629.90 sqft
20487 (N6-31a)		13,629.90 sqft
20488 (N6-31b)		13,609.12 sqft

Drawings and Guideline related to the Plot will be included in the Section VII. Drawings and Guidelines



SECTION IV. QUALIFICATION AND EVALUATION CRITERIA

This Section contains all the criteria that the Lessor shall use to gualify Proponents and evaluate the proposals. In accordance with ITP 24, no other factors, methods or criteria shall be used. The Proponent shall provide all the information / documents requested in the Section V, Business Proposal Requirements and proposal shall fulfill requirements in accordance with ITP 9.1.

1. QUALIFICATION CRITERIA

Proponents that meet the requirement set in Qualification Criteria of Section IV will be evaluated according to evaluation criteria.

1.1. Financial Resources

- (a) Proponent shall provide proof of funds to finance the full Project Cost Estimate by Lessor as per Section III. Lessor's Requirement, Clause 3.
- Financial resources will be evaluated based on the method of financing (b) proposed by Proponents as per Section V. Business Proposal Requirement, Clause 4.
 - i. Equity financing, proposed for method of financing will be evaluated based on the documents submitted.
 - ii. Bank financing and external financing, proposed for method of financing will be evaluated based on the documents submitted.
 - iii. Equity injection, proposed for method of financing will be evaluated based on the documents submitted.
- (C) Proponents who do not show proof of funds to finance the proposed investment cost shall be disqualified.

1.2. Outstanding Payment

- Proponent shall not have any due payment to Lessor prior to 30 (Thirty) (a) calendar days to Proposal Submission.
- (b) Proponents who have payment due prior to 30 (Thirty) calendar days of the submission of RFP shall be disqualified.



1.3. History of Non-Performing Contracts and Compliance with Court Verdicts

- (a) Proponents whose agreement has been terminated due to Proponent's non-performance within last 5 (Five) years will be disqualified.
- (b) Proponents who do not have complied with any court verdicts in relation to an agreement made with HDC, within the last 5 (Five) years shall be disqualified.

1.4. Single Party Exposure Limit

(a) Proponents shall meet the criteria and requirements set forth in "Single Party Exposure Limit Policy" published as per announcement no: HDC (161)-CM/IU/2020/2017 dated on 13th October 2020 available at HDC corporate website and MyHulhumale Properties website (refer to ITP 5.1).

2. EVALUATION CRITERIA

Proposals that meet the requirement set in Qualification Criteria of Section III will be evaluated based on the following criteria and points will allocated as below:

Cri	teria	Allocated %	
a)	Lease Rate & Acquisition Fee	50%	
b)	Business Experience	15%	
c)	Business Plan	15%	
d)	New Entrants to Hulhumalé	20%	
To	tal	100%	

2.1. Lease Rate & Acquisition Fee- 50%

- 2.1.1. The Lease Rate and Acquisition fee will be evaluated using the Net Present Value of the proposed Lease rate and Acquisition fee by the Proponent for the first five years after grace period.
- 2.1.2. NPV will be calculated as per the following formula with the discount rate of 10%
- 2.1.3. Proponents with highest acceptable NPV and Acquisition fee will be given the maximum score for the Lease rate, whereby points shall be given as prorated for other Proponents.

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

n= number of years

I = rent proposed per month for each year starting from first year r= discount rate (10%)

2.1.4. Lease rate and Acquisition fee shall be proposed as per Section III Lessors' Requirement and proposals that are not in accordance Section III shall result in disqualification of proposal.

2.1.5. Procedure to Eliminate Outliers

- a) In evaluation of lease rate and acquisition fee, procedure to eliminate the outliers as per below shall be applied.
 - Lower Quartile (LQ) 25% percentile
 - Upper Quartile (UQ) 75% percentile
 - Interquartile Range (IQR) = UQ LQ
 - Lower Boundary = Minimum Acceptable Net Present Value (NPV) and acquisition fee
 - Upper Boundary = UQ + (IQR x 0.75)
- b) If the Net Present Value (NPV) of the proposed lease rate and acquisition fee is higher than the Upper Boundary, the proposal shall be disqualified.

Sample for Eliminating Outliers

The below is a sample of how outlier rates are eliminated.

Minimum Acceptable NPV per Square feet

470.65

Step 1: Comparison of NPV of acceptable proposals

Proponent Name	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	Accepted
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

Lower Quartile	759.84
Upper Quartile	844.06
Interquartile Range	84.22

Step 3: Calculating Acceptable Range

Lower Boundary	470.65
Upper Boundary	907.22

Note:

- Lower Quartile (LQ) 25% percentile
- Upper Quartile (UQ) 75% percentile
- Interquartile Range (IQR) = UQ LQ
- Lower Boundary = Minimum Acceptable Net Present Value (NPV) and acquisition fee
- Upper Boundary = UQ + (IQR x 0.75) •



2.2. Business Experience – 15%

In evaluation of experience the following business kinds shall only be considered as similar venture of business operation as a Mixed-Use Parking and Commercial Building.

- Supermarket Operators
- Home Depot store & Showroom Operators
- Café Restaurant Operators
- 2.2.1. **For Operators,** 65% of the marks will be allocated to operational experience of the Proponent in accordance with 2.2.1.1 and remaining 35% will be allocated to the experience of developer proposed by the proponent in accordance 2.2.2.1.
 - 2.2.1.1. Marks for operational experience will be allocated to the Proponent in accordance with 2.2.1.1.1 and 2.2.1.1.2, whichever is higher or experience of the management and technical team of Proponent in accordance with 2.2.1.1.3, whichever is higher.
 - 2.2.1.1.1 Operational experience of a business will be evaluated based on the number of years in operation of a similar venture. Maximum marks shall be awarded for registered establishments that have been in operation of a similar venture for the past 5 (five) years or more and marks will be given pro-rata basis for Proponent with less than 5 (five) years of operation experience.
 - 2.2.1.1.2. If proponent does not have experience in operation of a similar venture, Proponents general experience in operation of a business venture will be evaluated. This experience shall be capped at 60%. Maximum marks shall be given for registered establishments that have been in operation for the past 5 (five) years or more and marks will be given pro-rata basis for Proponent with less than 5 (five) years of operation experience.
 - 2.2.1.1.3. Experience of the management and technical team shall only be considered if the individual team member(s) has a minimum of 2 years' experience in a managerial level position in a similar venture of business operation or in a key role that is directly relevant to the primary purpose of the business.
 - a) 50% of the team experience shall be allocated for the number of individual members in management and technical team with said experience. Management and technical team with one member shall be awarded with 30% marks, team with two members shall be awarded with 65% and team with three or more members shall be awarded with 100% marks.



- b) The remaining 50% of the team experience shall be based on the combined experience of each individual in the management and technical team. Maximum marks shall be awarded if the combined experience of the team is 20 (twenty) years or more and marks will be given pro-rata basis for team with combined experience of less than 20 (twenty) years.
- 2.2.2. **For Developers,** 65% of the marks will be allocated to the development experience of the Proponent in accordance with 2.2.2.1 and remaining 35% will be allocated to the experience of operator proposed by the proponent in accordance 2.2.1.1.
 - 2.2.2.1. Marks will be allocated to the development experience in accordance with 2.2.2.1.1 or experience of the management and technical team of Proponent in accordance with 2.2.2.1.2, whichever is higher.
 - 2.2.2.1.1. Business's development experience will be evaluated based on the value of completed projects. Maximum points for the development experience will be given to developers with 150% of the minimum construction value (Estimated Project Value as per Section III, Clause 3) and marks will be given pro-rata basis for developers with less than 150% of the minimum construction value. Project completion letters shall be submitted as proof of completed projects.
 - 2.2.2.1.2. Experience of the management and technical team shall only be considered if the individual team member has a minimum of 2 years' experience in a managerial level position in a relevant field of business operation or in a key role that is directly relevant to the primary purpose of the business.
 - a) 50% of the team experience shall be allocated for the number of individual members in management and technical team with said experience. Management and technical team with one member shall be awarded with 30% marks, team with two members shall be awarded with 65% and team with three or more members shall be awarded with 100% marks.
 - b) The remaining 50% of the team experience shall be based on the combined experience of each individual in the management and technical team. Maximum marks shall be awarded if the combined value of projects completed of each individual in the management and technical team. Maximum marks will be awarded if the combined value of completed projects of the team is more than 150% of minimum construction value (Estimated Project Value as per Section III, Clause 3)

and marks will be given on pro-rata basis for combined value of completed projects of the team is less than 150%.

2.2.3. **For General Businesses & Individuals,** 50% of the marks will be allocated to the experience of operator in accordance with 2.2.1.1 and remaining 50% will be allocated to the experience of developer in accordance 2.2.2.1

2.3. Business Plan – 15%

The business plan will be evaluated based on the following criterion:

- 2.3.1. Operational Plan 30 points
- 2.3.2. Maintenance/ Facilities Management Plan 20 points
- 2.3.3. Financial Plan 20 points
- 2.3.4. Marketing Plan 20 points
- 2.3.5. Concept Design 10 points

2.4. New Entrants to Hulhumalé – 20%

- 2.4.1. Proponents who currently do not have any commercial land development projects with HDC and have not been awarded any commercial units from Hulhumalé by HDC will be considered as new entrants to Hulhumalé.
- 2.4.2. Proponents who are new entrants to Hulhumalé will be awarded the maximum points from this criteria.
- 2.4.3. Proponents who currently have commercial **Land** development projects in Hulhumalé will not be awarded any points from this criteria.
- 2.4.4. Point allocation for proponents who are awarded commercial **Units** by HDC will be as follows:

Unit Area (sqft)	Allocated %
299 and below	20%
300 - 3,000	16%
3,001 - 7,000	12%
7,001 – 10,000	8%
10,000 and above	4%

SECTION V. BUSINESS PROPOSAL REQUIREMENT

To establish its qualifications to perform the contract in accordance with *Section IV Qualification and Evaluation Criteria* and to determine the proposal as substantially responsive proposal, Proponent shall provide the information requested in the corresponding documents included hereunder. Proponents are advised to submit the proposal in the following order and include page of content and separators for each section.

1. BID SECURITY AS IN FORM 01

2. LETTER OF PROPOSAL AS IN FORM 02

3. LEGAL DOCUMENTS:

- 3.1 Copy of Business Registration Certificate.
- 3.2 For Partnership: Partnership Deed / Agreement
- 3.3 For Company; Memorandum and Articles of Association of the Company.
- 3.4 For Company; Board Resolution of the Company confirming Board of Director's approval for proposed work.
- 3.5 Information of the Authorized Representative as in Form 03.
- 3.6 Declaration form as in Form 09.
- 3.7 Power of Attorney to sign on behalf of the Proponent in accordance with ITP 14.2.
- 3.8 In the case of a Proposal submitted by a Joint Venture (JV), the JV agreement or letter of intent to enter into JV including but not limited to scope of works to be executed by respective partners and equity share percentage of the respective partners;

4. FINANCIAL DOCUMENTS

- 4.1. HDC statement of the Due Clearance
 - 4.1.1. Due clearance statement from HDC will be given upon request from the proponent via Due Clearance Form.

Due Clearance Form will be available to download from: https://hdc.com.mv/downloads/

- 4.2. Financing Method(s) as in Form 04
 - 4.2.1 Proposed method(s) of financing the estimated investment cost and the percentage ratio of method (s). Proposed method(s) of



financing for investment can be equity financing, equity injection, bank finance, external finance such as financier company, lines of credit, time deposit, tradable bonds or combination of various financing methods.

- 4.3 For Sole Proprietorship, monthly average balance confirmation of the most recent 12 (twelve) months of the business entity. The submitted statement shall be original, authorized and sealed by the bank / financial institution.
- 4.4 For Company, audited financial statements of most 3 recent year (2020, 2019 & 2018) authorized by a certified audit firm / individual and management account of the current year. The audited financial statements must include auditors report and shall be signed and stamped by the respective parties. If the company is not audited as per MIRA requirements, monthly end balance statement (as per Section V Clause 4.3).
- 4.5 If Bank financing is proposed by Proponents, bank comfort letter, bank guarantee or any other relevant documents from bank or financial institutions shall be submitted. The submitted documents shall include the Proponent(s) name and name of proposed work/ project.
- 4.6 If equity injection is proposed by Proponents, letter of commitment from shareholder including the Proponent(s) name and name of the proposed work/ project and shareholder's monthly end balance statement (as per Section V Clause 4.3) or shareholder's audited financial statements (as per as per Section V Clause 4.4) or relevant documents for bank financing (as per as per Section V Clause 4.5) or relevant documents for external financing (as per as per Section V Clause 4.7).
- 4.7 If external financing is proposed by Proponents, letter of commitment from financier including the Proponent(s) name and name of the proposed work/ project and financier's monthly end balance statement (as per Section V Clause 4.3) or financier's audited financial statements (as per as per Section V Clause 4.4) or relevant documents for bank financing (as per as per Section V Clause 4.5).



5. BUSINESS PLAN

The proponent shall submit a business plan including:

5.1. Operational Plan

- 5.1.1. Proposed project schedule
- 5.1.2. The project management team structure and their experience
- 5.1.3. Details of human resource development plans

5.2. Maintenance/ Facilities Management Plan

- 5.2.1. Proposed maintenance / facilities management structure
- 5.2.2. Proposed management fee structure
- 5.2.3. Creation of employment opportunities to locals.

5.3. Financial Plan

- 5.3.1. Project financing mechanism
- 5.3.2. Financial forecast including capital budget, profit and loss statement, cash flow statement and investment indicators.

5.4. Marketing Plan

- 5.4.1. Product strategy including target market & product alignment with Hulhumalé Master plan.
- 5.4.2. Pricing strategies
- 5.4.3. Promotional strategies.

5.5. Concept Design

- 5.5.1. Site responsive design site circulation and addressing the surrounding natural and built-up context.
- 5.5.2. Function oriented design- space programming and catering to needs of users



6. EXPERIENCE

- 6.1 Proponents shall submit verifiable documents proving their experience including project completion letters / certificate including project values, reference letter or any other relevant documents proving the experience in the field or similar business activities.
- 6.2 Proponents are required to submit according to Form 05 for the Project Completion Letter / certificate and Form 06 for reference letter.
- 6.3 For the operational experience of Management and Technical Team, Proponent shall submit management and technical team profile (which incudes, but not limited to, name, designation and past experience) and other verifiable supporting documents (which includes, but not limited to, reference letters).
- 6.4 For the developer's experience of Management and Technical Team, Proponent shall submit management and technical team (which includes, but not limited to, name, designation and past experience) and other verifiable supporting documents (which includes, but not limited to, including project completion letters / certificates including project values, reference letter or any other relevant documents proving the experience).

7. PROPOSAL CHECKLIST

7.1 Proposal Checklist as in Form 07 should be attached outside the sealed envelope.

33

FORM 01: BID SECURITY FORM

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

{Bank's Name, and Address of Issuing Branch or Office}

Beneficiary.: Housing Development Corporation Ltd., 3rd Floor, HDC Building, Hulhumalé, Republic of Maldives,

Date.: _____

Bid Security No.: _____

We have been informed that ______ {name of the proponent} (hereinafter called "the Proponent") has submitted their proposal dated ______ {date of proposal submission} for the execution of ______ {name of project} (hereinafter called "the RFP") under Invitation for Proposal No. _____ {invitation for proposal}.

Furthermore, we understand that, according to your conditions, Proposals must be supported by a Bid Security.

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

- (a) has withdrawn its Proposal during the period of Proposal validity specified by the Proponent in the Letter of Proposal; or
- (b) having been notified of the acceptance of its Proposals by the Employer during the period of Proposal validity, (i) fails or refuses to pay lease deposit, or (ii) fails to execute the term and conditions of the conditional award of the Employer.

This guarantee will expire: (a) if the Proponent is the successful Proponent, upon our receipt of copies of the agreement signed by the Proponent and the lease deposit furnished to you upon the instruction; and (b) if the Proponent is not the successful Proponent, upon the earlier of (i) our receipt of a copy your notification to the Proponent of the name of the successful Proponent; or (ii) **180 (Hundred and Eighty)** calendar days from {date of submission} of the Proposal for the RFP.

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

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

[seal and signature of the bank / financial institution]

FORM 02: LETTER OF PROPOSAL

Date:
Name of the Project:
Proposal Reference No:
Proponent Type: 🔲 Contractor
Operator
General

To: Housing Development Corporation Ltd. Ground Floor, HDC Building 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 3.3.
- (d) We have no outstanding payment due to the Lessor in accordance with Section III.
- (e) We have no non-performance of a contract and non-compliance with court verdicts in accordance with Section III.
- (f) We, (insert *business name and business registry number*), offer to (insert name of the Project).
- (h) We undertake, to pay the proposed Lease rate for 05 (five) years, where proposal is accepted. The lease rate is:

(Rufiyaa) (amount in words)

3rd Year (per square feet per month): MVR L (amount in numbers)

- (i) Where the proposal is successful, we undertake, to adhere the Drawings and Guidelines stated in Section VII, during the design and construction of the development / Unit.
- (j) Our proposal shall be valid for a period of One Hundred and Fifty (150) 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.
- (k) 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:	



FORM 03: 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 Project 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



FORM 04: FINANCING METHOD(S)

Date:	
Name of the Project:	
Proposal Reference No:	

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

Where the proposal is successful, we undertake, to finance the project/work under:

 (Method of financing)	(percentage ratio)
 (Method of financing)	(percentage ratio)
 (Method of financing)	(percentage ratio)
 (Method of financing)	(percentage ratio)

We hereby confirm and agree to finance the project/work will be financed by the above mentioned method(s). We have submitted relevant documents to provide proof of funding, to the proposed method(s) of financing the project/work. We understated that the proposal will be disqualified if the documents do not show proof of funds to finance the estimated investment cost or if the documents are not in accordance with Section V. Business Proposal Requirement Clause 4. Financial Documents.

Proponent:

Name:
Address:

Signature and Stamp



FORM 05: FORMAT FOR PROJECT COMPLETION CERTIFICATE

[INSERT PROPONENT LETTER HEAD]

PROJECT COMPLETION CERTIFICATE

- **1. Project:** [Insert Completed Project Name] [Insert Building Name /Lot Number]
- 2. Agreement No: [Insert Agreement Number] [Insert Agreement Date]
- 3. Client: [Insert Company Name of The Developer/ Contractor] [Insert ID Card No / Business Registration No] [Insert Company Name of The Developer/ Contractor]
- 4. Contractor: [Insert Company Name of The Developer/ Contractor] [Insert Registration No:] [Insert Address]
- 5. Project Information:

Total Project Value: [insert project value in Maldivian Rufiyaa MVR) Start Date: [insert project start date] Completion Date: [insert project completion date]

Any Additional details of the Completed Project: (construction area, floor height)

The project was awarded to [Insert Developer/Contractor Name] for the [Insert Project Name] and the project was completed and handed over to [Insert Client Name] on [Insert Completion / Handover Date].

[Signature On Behalf of The Developer/Contractor]

Name:
Company Registration No. :
Designation:
Signature:
Seal:

I hereby confirm and certify that work under the above-named project [Insert Project Name] has been satisfactorily executed and completed by [Developer / Contractor Name]

[Signature On Behalf of The Client]

Name:
Company Registration No. :
ID Card No:
Contact No:
Signature:
Seal:

Include a copy of ID Card copy of the client or Copy of Company Registration of the Client

FORM 06: FORMAT FOR REFERENCE LETTER

[Insert Client Letter Head]
[Client Name]
[Client Address]
[Client Contact No.]
[Client Email]

Date:[Insert Date]Reference No:[Insert Reference Number]

TO WHOM IT MAY CONCERN

This letter of reference is issued to *[insert Proponent Name]* for the *[insert work/service name]*. We confirm with our best knowledge that *[Insert Proponent Name]* has satisfactorily completed *[insert work / service name]* from *[start date]* and to [completion date] and the value of the work completed was *[insert value of work/service completed in Maldivian Rufiyaa MVR*]

[Optional] [Insert Proponent Name] carried out [insert scope of work/services or brief description of the work/services].

We recommend the *[work/services]* of *[Insert Proponent Name]* and endorse the credibility and the professionalism of their services.

Should you require any further queries on the above references, please feel free to contact me.

Sincerely,

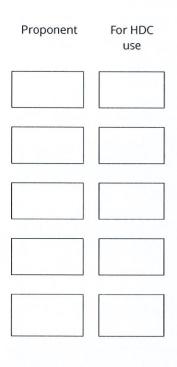
[Sign]	
[Signatory Name]	
[Designation]	



Include a copy of ID Card copy of the client or Copy of Company Registration of the Client

FORM 07 - PROPOSAL CHECKLIST

Proponents are required to attach *Form 07 – Proposal Checklist* outside the sealed envelope of the Proposal



- 1. Bid Security as in FORM 01
- 2. Letter of Proposal as in FORM 02
- 3. Copy of Business Registration Certificate
- 4. Board Resolution as in SECTION IV 3.5
- 5. Proposal Checklist in FORM 07 attached outside sealed proposal.

NOTE:

 PROPOSALS WITHOUT THE SPECIFIED DOCUMENTS STATED IN THE FORM 07 PROPOSAL CHECKLIST (EXCLUDING FORM 7 - PROPOSAL CHECKLIST) WILL BE REJECTED AT THE TIME OF PROPOSAL OPENING.



FORM 08 - PROPONENTS CHECKLIST

Proponents shall confirm that all the required documents are submitted along with the proposals submitted. Proponents Checklist shall be checked and signed by the proponent and shall be submitted along with the proposal.

Prop	osal Documents:
	Price Proposal Form
	Bid Security
	Business Plan
Lega	l Documents:
Sole	Proprietors:
	Business Registration Certificate
	Information of the Authorized Representative as in Form 03
	Power of Attorney to sign on behalf of the Proponent
Com	panies:
	Business Registration Certificate
	Information of the Authorized Representative as in Form 03.
	Power of Attorney to sign on behalf of the Proponent
	For Partnership: Partnership Deed / Agreement
	Memorandum and Articles of Association of the Company
	Board Resolution of the Company confirming Board of Director's approval for proposed work
Fina	ncial Documents:
	HDC statement of the Due Clearance
	For sole proprietors: monthly average balance confirmation of 12 months and sealed by bank/financial institution
	For companies: Audited Financial statements of the most recent 3 years (2020,2019,2018) or monthly average balance confirmation of 12 months
Doc	uments required based on the chosen Method of Financing:
<u>lf ba</u>	nk financing is proposed:
	Bank Comfort letter
Fore	equity injection:
	Commitment letter of shareholders
	Average end balance of the past 12 months authorized and sealed by bank/financial institution of the shareholders OR Audited Financial statements of the most recent 3 years (2020,2019,2018)
For	external financing:
	Commitment letter of the financier
	Average end balance of the past 12 months authorized and sealed by bank/financial institution of the external financier OR Audited Financial statements of the most recent 3 years (2020,2019,2018)

43

We hereby confirm that we have submitted the above-mentioned documents along with the proposal. We understated that the proposal will be disqualified if the documents are not in accordance with Section V. Business Proposal Requirement.

Proponent:

Name:	
Address:	

.....

Signature and Stamp

FORM 09 - DECLARATION OF IMMEDIATE FAMILY MEMBERS

We, *[insert business name and business registry number]*, hereby confirm and declare that;

- 1. has a relation (Immediate family members/relatives employed at HDC) that puts in a position to influence the proposal of the proponent, or influence the decisions of the Lessor regarding the RFP process, (Yes/No)
- 2. If Yes, specify the details relating to the information pursuant to Clause 1 above are as follows;

NID No.	Family member / Relatives Name	Relationship	Position/Title

- 3. I hereby confirm the following;
 - a. That the information above is true, accurate and if all or any part of them are found to be untrue, HDC shall have the right to disqualify and reject the bid/proposal/quotation or terminate the agreement/work order,
 - b. I am also obliged to inform and disclose to HDC if there are any changes to the declaration herein, within ten (10) days from the occurrence of such changes.

Name:

Date:

Signature



SECTION VI. CONTRACT TERMS

1.	Parties to the Agreement	Housing Development Corporation Ltd
		HDC Building
		Hulhumalé
		(hereinafter referred to as "lessor", which expression shall
		include its successors-in-title, liquidators, administrators and
		lawful assignees where the context so requires or admits).
		[Address of the successful Proponent]
		(hereinafter referred to as "lessee", which expression shall
		include its successors-in-title, liquidators, administrators and
		lawful assignees where the context so requires or admits)
2.	Objective	2.1. To allocate land for the Development and Operation of a
		Mixed-Use Parking and Commercial Building in
		Hulhumalé Phase 2.
3.	Land Detail	Plot Number: 20396 (N6-30a)
		Plot Area: 13,609.12 sqft
		Plot Number: 20398 (N6-30b)
		Plot Area: 13,629.90 sqft
		Plot Number: 20487 (N6-31a)
		Plot Area: 13,629.90 sqft
		Plot Number: 20488 (N6-31b)
		Plot Area: 13,609.12 sqft
4.	Land Usage	4.1. The land shall be utilized for the development and
		operation of Mixed-Use Parking and Commercial Building
		4.2. Any other land use apart from the intended land uses are
		prohibited in the allocated land plot.
	the second s	4.3. Any development on the land should be in compliance
		with the Hulhumalé Planning and Development
		guidelines.
5.	Conditions Precedent	5.1. Agreement will only be signed upon the fulfillment of the

46

	Submission of Performance Guarantee as per
	clause 6
	 Payment of Acquisition fee as per clause 7
	 Submission and Approval of Concept Drawing as
	per clause 8
 Performance Guarantee	6.1. Submission of Performance Guarantee amounting to 5%
	of the estimated Project Value shall be paid to HDC within
	30 Calendar Days of Conditional award letters. However,
	the performance guarantee amount is subjected to the
	following;
	• For Local Parties: 5% of the estimated project value.
	If 5% of the estimated project value is less than MVR
	500,000.00 the party shall pay a Performance
	Guarantee of MVR 500,000.00. If 5% of the estimated
	project value is more than MVR 5,000,000.00 the
	party shall pay a Performance Guarantee of MVR
	5,000,000.00.
	• For International Parties: 5% of the estimated project
	value.
	 If 5% of the estimated project value is less than USD
	100,000.00 the party shall pay a Performance
	Guarantee of USD 100,000.00. If 5% of the estimated
	project value is more than USD 1,000,000.00 the
	party shall pay a performance Guarantee of USD
	1,000,000.00
	6.2. The Performance Guarantee should be valid throughout
	the development period plus 3 additional calendar
	months from completion of development.
	6.3. In case of agreement termination within the development
	period, lessee has the right to claim Performance
	Guarantee.

7.	Acquisition Fee	7.1. The acquisition fee is the proposed acquisition fee by the
		proponent.
		7.2. Acquisition fee shall be paid from 30 days of Conditional
		award letter.
8.	Concept Drawings	8.1. The Lessee shall submit concept drawings as per the
		Hulhumalé development guidelines, within 30 calendar
		days from the receipt of conditional award letter.
		8.2. If the submitted concept drawing is as per the
		development guidelines, Lessor must provide the
		approval within 14 working days from the submission
		date.
		8.3. If the submitted concept design is not as per the
		development guidelines, Lessor must provide comments
		to the Lessee within 14 working days from submission.
		8.4. Lessee must ensure rectifications are made as per the
		comments of HDC and submit within 14 working days of
		HDC's comments being communicated, failing to do so
		will result in cancelation of the conditional award letter.
		8.5. Revision to the concept cannot be submitted prior to
		receiving comments from HDC.
		8.6. The lessee will have to address all issues highlighted in
		comments for drawings prior to submission of revised
		concept.
		8.7. If the concept is changed / revised and resubmitted for
		approval, after the initial approval has been given, the
		developer will be charged a review fee of MVR 3 per
		square meter.
		8.8. The lessor must inform in writing to the lessee of the
		approval or rejection of the revisions of concept drawings
		submitted.

48

9.	Detailed Drawings	9.1. Lessee must submit the detailed drawings, as per the
		approved concept and Hulhumalé Development
		guidelines within 60 calendar days of agreement
		signing date.
		9.2. If the submitted detailed drawings is as per the approved
		concept and Hulhumalé development guidelines, HDC
		must provide the approval within 14 working days of
		submission date.
		9.3. If the submitted detailed drawings in not as per the
		approved concept drawings and Hulhumalé development
		guidelines HDC must provide the comments within
		14 working days with a 14 calendar days period to Lessee
		to submit revision to drawings as per the comments.
		9.4. If the Lessee fails to get approval for the detailed
		drawings with the second submission, HDC will consider
		it as failure to fulfill the condition and will lead to the
		termination of the agreement.
		9.5. HDC will charge the Lessee as per HDC's drawings
		approval fee at the time of detailed drawings approval
		and the approval will be release upon Lessee making the
		payment
10.	Lease Term	10.1. Lease term: 25 years
		10.2. The lease rate per month for the first five years will be
		the proposed lease rate of the winning proposal.
		10.3. The lease rate will be revised after the first five years
		based on market inflation P(1+i+5%) where; P = monthly
		lease rate for the preceding year, and i= cumulative
		inflation for the five years which will be real estate
		inflation for the Male' area in the MMA statistics reports.
		10.4. The lease rate will be effective from date of land handover

49

11.	Lease Deposit	11.1. The lease deposit amount shall be the total of first 3
		months lease
		11.2. This amount shall be paid within 7 working days of
		detailed drawing approval and prior to the land handover
		11.3. The lessor will keep the lease deposit throughout the
		agreement period
		11.4. Lease deposit will be paid back within 1 month upon
		expiration of the agreement after adjusting for any
		unpaid lease, penalty or expenses that lessor may incur
		linked to the agreement and the land, such as but not
		limited to unpaid utility bills, etc.
		11.5. If the Agreement is terminated by the lessee before the
		expiration of the agreement term without the notice
		period specified under clause 21.3, lessor has the right to
		take the lease deposit amount in full.
12.	Grace Period	12.1. The lessee will be given maximum of 24 months lease
		free period from the date of agreement signing.
13.	Land Handover	13.1. The land will be handed over to the lessee within 7
		calendar days of detailed drawings approval.
		13.2. The land will be handed over to the lessee on an "as is
		where is basis" on the day of agreement signing. However,
		the lessor should ensure that the land is free from any
		legal encumbrances.
14.	Mortgage Rights	14.1. Mortgage rights of the land can be given to Lessee as per
		HDC's Mortgage Policy.
15.	Parking Requirements	15.1. Parking area must be dedicated for cars and motorbikes
		15.2. 40% of the total parking area should be given as
		developer/commercial parking in which maximum 10%
		can be dedicated for operational vehicles and the
		remaining 30% should be allocated for visitors.

		15.3. 60% of the total parking area should be dedicated for
		public parking in which minimum 40% dedicated for
		visitor parking (maximum of 24 hours) and 20% for long-
		term parking.
16.	Operation &	16.1. The Lessee shall be responsible for the administration,
	Management	supervision and management of Mixed-Use Parking and
		Commercial Building.
		16.2. The Lessee must ensure continued operation and
		provision of service to the public throughout the
		agreement period
		16.3. Failure to provide a continuous / regular service by the
		Lessee will be considered as a breach of contract.
		16.4. The Lessee must ensure that the Land/Property is
		maintained up to safety standards specified by the
		relevant authorities such as, but not limited to, MNDF fire
		and safety standards
		16.5. The Lessee must ensure the Security of the land/property
		at all times
		16.6. The Lessee must ensure property maintenance of the
		land/property throughout the Agreement duration
		16.7. The Lessee must ensure that the property is insured
		throughout the agreement period. Such an insurance
		should at least cover the losses including third party loses
		due to fire.
17.	Independent Consultant	17.1. The Lessee shall appoint a licensed independent
		consultant until the completion of the project. The
		independent consultant shall report to HDC.
18.	Request for Extension	18.1. An extension for the project schedule should be applied
		no later than 20% of the allowed time remaining
		18.2. With any extension request, the proponent must submit
		a revised project scheduled backed by a resource plan

51

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		and signed by the independent consultant proving that
		the developer will be able to achieve the targeted
		completion deadline.
		18.3. Any extension that will result in a delay of the project
		more than 150% of the targeted deadline will result in the
		termination of the agreement.
		• For example, if the deadline for the submission of
		detailed drawings is 90 days from agreement
		signing, however for no reason if the drawings is
		submitted later than (90*150%) 135 days from
		agreement signing
		18.4. Any request to extend shall be submitted with proper
		proof of documents for HDC to grant any extension.
19.	Timeline	19.1. Construction duration is maximum 20 months from the
		date of land handover.
		Lessee must mobilize to the development site
		within 30 calendar days of land handover date
		Lessee must complete the foundation as per the
		approved drawings within 90 days of land
		handover date
-		• Lessee must complete the super structure as per
		the approved drawings within 400 days
		of land handover
		Lessee must complete the construction and
		finishing work within 558 days of land handover.
		19.2. Lessee must submit detailed drawings within 60 calendar
		days of agreement signing.
		19.3. HDC must hand over the land to the Lessee within 7
		calendar days of detailed drawings approval.

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_		19.4. Lessee must submit, if required by relevant authorities,
		approved EIA report within 30 calendar days of detail
		drawing approved date.
		19.5. Lessee must submit project plan and schedule timeline
		within 30 calendar days from date of approval of detailed
		drawings
		19.6. Lessee must submit the Bill of Quantity (BOQ) including
		the cost and manpower plan within 30 calendar days
		from the date of approval of the detailed drawings.
		19.7. Lessee must start the usage of the building or commence
		the intended operation within 30 calendar days after the
		issuance of building usage permit by HDC
20.	Penalty	20.1. A penalty of 0.01% of the estimated project value per day
		will be levied on any extension to the deadline of
		completion of construction and finishing works.
		20.2. If any damage is caused to the public infrastructure or
		HDC property due to the act of or negligence of the
		lessee, penalty between MVR 50,000 to MVR 100,000
		should be applied along with actual cost of repair to the
		said damage.
21.	Failure to provide Product/Service	21.1. In case the lessee fails to provide the services as agreed,
	Product/service	will result in a penalty.
		• Failure to provide the service means interruption of
		the service for a duration of 2 week without a force
		majeure event.
		Interruption for repair and maintenance required
		under regulations and for safety will not be
		considered as service interruption, however the
		proponent should inform to HDC of such

	interruption and get written approval for such
	duration.
	21.2.The lessee will be penalized by 5% of the monthly lease
	amount and should be paid with next monthly lease
	payment.
	21.3. Agreement will be terminated if the interruption period
	exceed 3 consecutive months
22. Termination	22.1. If the lessee fails to perform any of its obligation under
	the agreement, the lessee shall be granted a period to
	rectify the breach along with a fine amount between MVF
	5,000 and MVR 100,000 considering the degree of the
	breach, to be determined by the sole discretion of the
	lessor.
	22.2. If the lessee fails to pay the fine and cure the breach
	within the extension period, the lessor has the right to
	terminate the agreement and give the lessee a duration
	of not less than 30 calendar days to vacate the land and
	handover the land to the lessor
	22.3. The lessee may terminate the agreement by serving 6
	months' written notice upon the lessor of its intention to
	do so for any reason whatsoever.
	22.4. If any development has been undertaken at the time of
	termination, the development will be valued at cost by an
	independent valuer.
	22.5. If the Lessee fails to achieve any hard deadlines by 150%
	HDC will terminate the
	agreement, under no circumstances this clause should be
	taken as an automatic time extension to any hard
	deadlines given in the agreement.
	• For example, if the deadline for the submission of
	detail drawings is 90 days from agreement signing,

54

H O U S DEVELOP CORPORATI

		however for any reason if the drawings is
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		submitted later then (90*150%) 135 days from agreement signing.
		22.6. If for any reason if the Lessee is penalized and the total
		accumulated penalty amount exceeds 20% of the project
		value, HDC has the right to terminate the agreement.
23.	Process of agreement Termination	23.1. Upon agreement termination, HDC shall claim any
		Performance Guarantee submitted in relation to
		the agreement.
		23.2. Upon agreement termination, the Lessee must give the
		ownership of the approved drawings to HDC, under
		the agreement.
24.	Possession of any	24.1. Upon termination HDC will take the possession of any
	immovable Assets	immovable assets on the land.
		24.2. Any such assets should be valued at cost based on the
		BOQ and the work done.
		24.3. HDC can allocate the development to a new Lessee via a
		open RFP process, EOI process or any other allocation
		method that is in place.
		24.4. When opening up for RFP, HDC should include a base
		acquisition cost which is agreeable to both parties but no
		higher than the cost value of the asset.
		24.5. Once the development is successfully allocated to a new
		party and acquisition cost is fully recovered, HDC should
		pay to the party 80% of the acquisition cost with a
		maximum of the cost as per clause 24.2
		24.6. HDC can take 20% and any amount above the cost value
		as a compensation for the administrative work and
	660556	lost time
		24.7. In case, HDC fails to secure a new party through an open
		RFP process, EOI process or any other allocation method

55

		that is in place, the existing developer will not be entitled to any compensation and has to vacate the premises upon termination.
25.	Definitions	 25.1. Development period: Development period means duration from agreement signed date to the date of commencing the usage of the development for the intended purpose. 25.2. Construction Period: Construction period is the duration from land handover to the date of completion of the construction and finishing works. 25.3. Hard Deadlines: Hard deadlines are the deadlines for the following tasks: Date for the submission of the detailed drawings Date for the completion of the construction and finishing works 25.4. HDC delays: HDC delays mean any delays from HDC side in providing any comments or approval or land handover, in such a case HDC should revise the
		deadlines accordingly.

DISCLAIMER:

- This contract terms only includes the key points of the agreement. The agreement is not limited to the clauses included in this contract terms.
- The proposal submitted by the successful Proponent shall be a part of the agreement.

SECTION VII. DRAWINGS AND GUIDELINES

1. DRAWINGS

The drawing contains the location map and plot/unit map of the plot/unit to be allocated for the development.

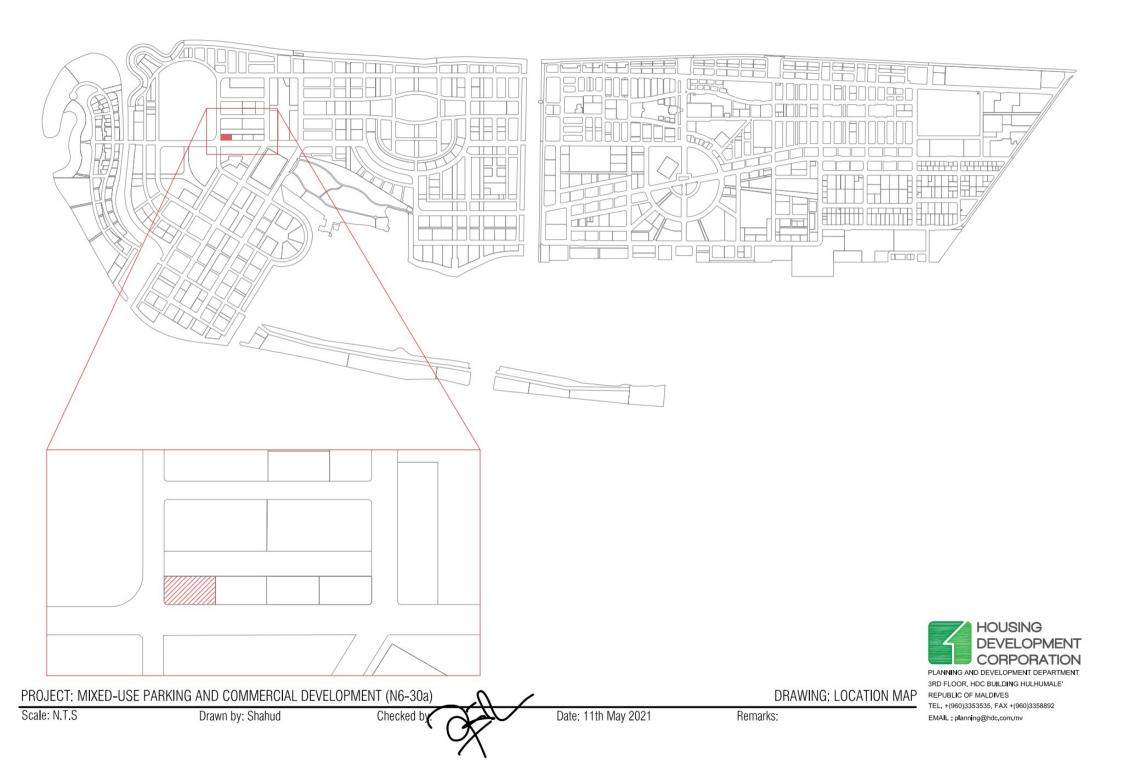
* Areas in the drawings is subjected to minimal changes.

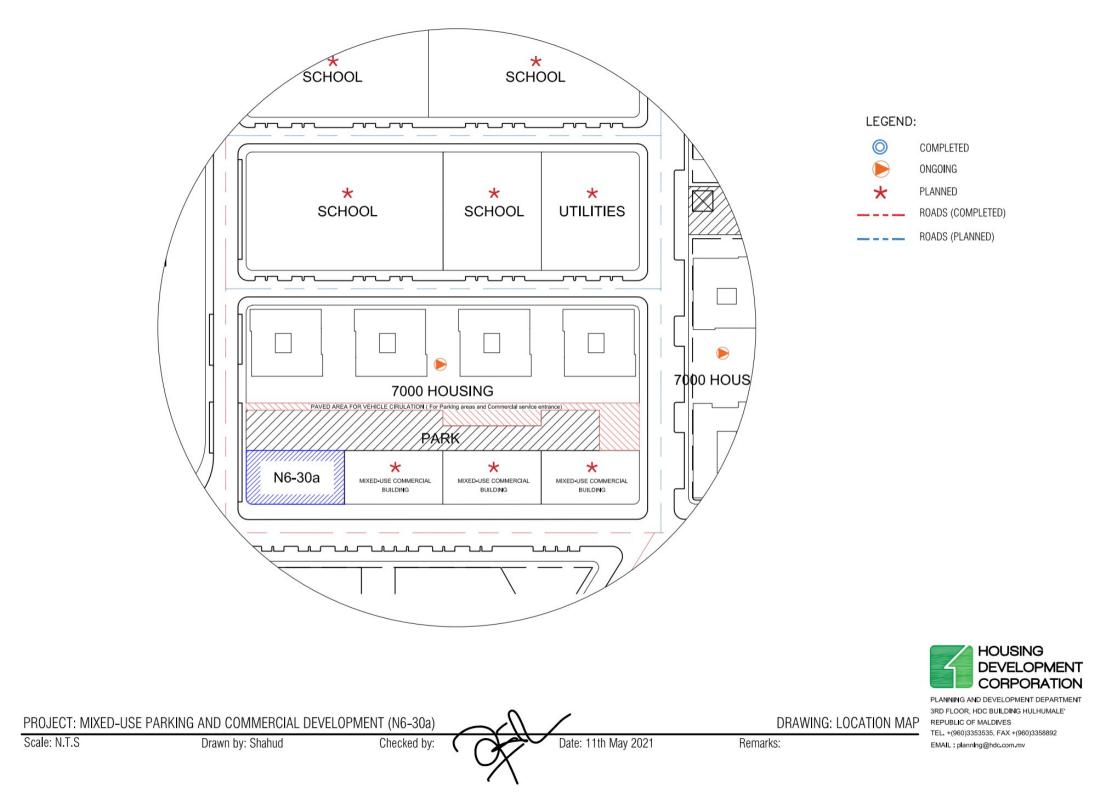
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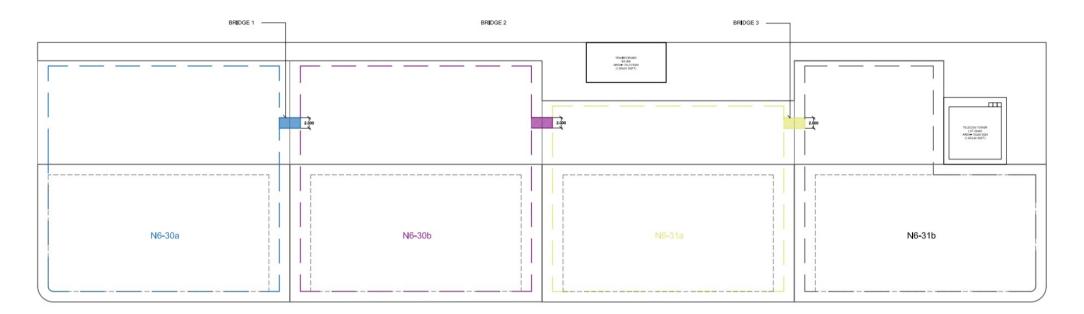


MIXED-USE PARKING AND COMMERCIAL DEVELOPMENT LOT 20396 (N6-30a)









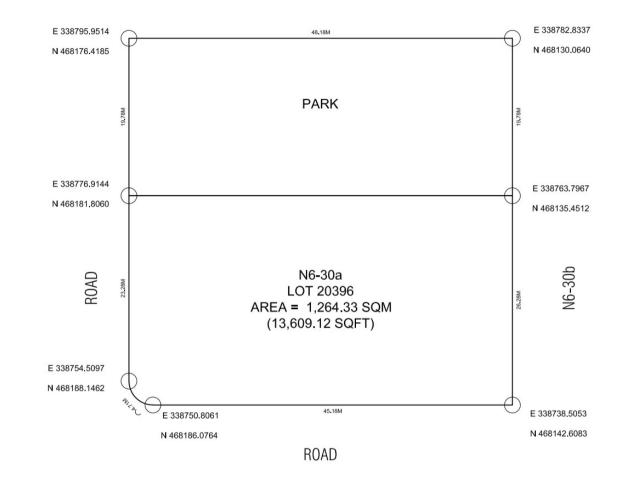
Note: Developments to inter connect the park with identified bridges respectively

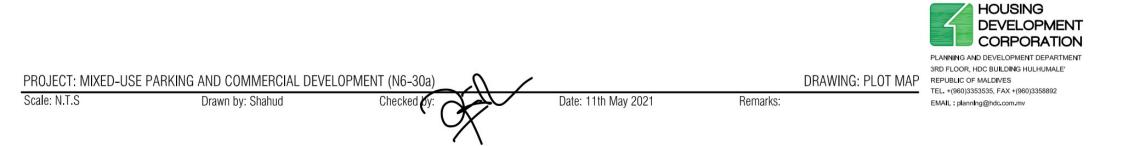
N6-30a - Bridge 1 N6-30b - Bridge 2 N6-31a - Bridge 3

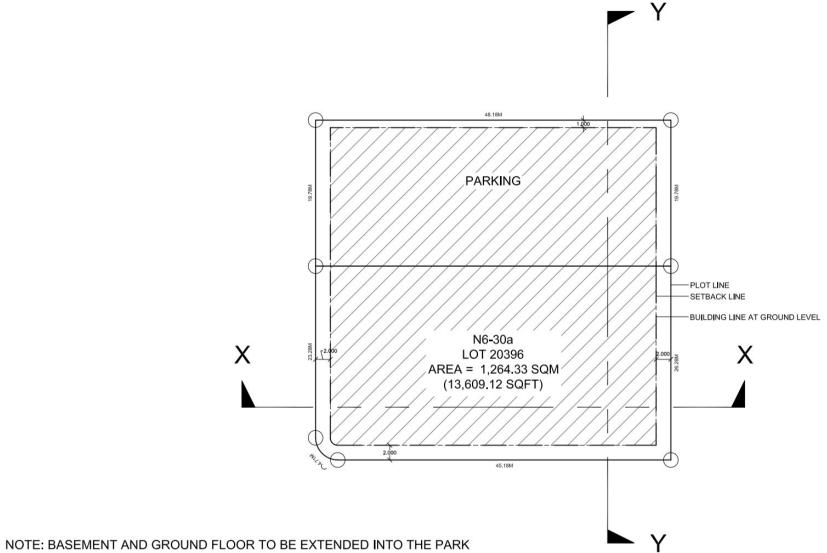
						HOUSING DEVELOPMENT CORPORATION
		0				PLANNING AND DEVELOPMENT DEPARTMENT 3RD FLOOR, HDC BUILDING HULHUMALE'
PROJECT: MIXED-USE PARKING	G AND COMMERCIAL DEVELOPME	ENT (N6-30a)			DRAWING: SITE PLAN	REPUBLIC OF MALDIVES TEL. +(960)3353535, FAX +(960)3358892
Scale: N.T.S	Drawn by: Shahud	Checked by:	Date: 11th May 2021	Remarks:		EMAIL : planning@hdc.com.mv



7000 HOUSING

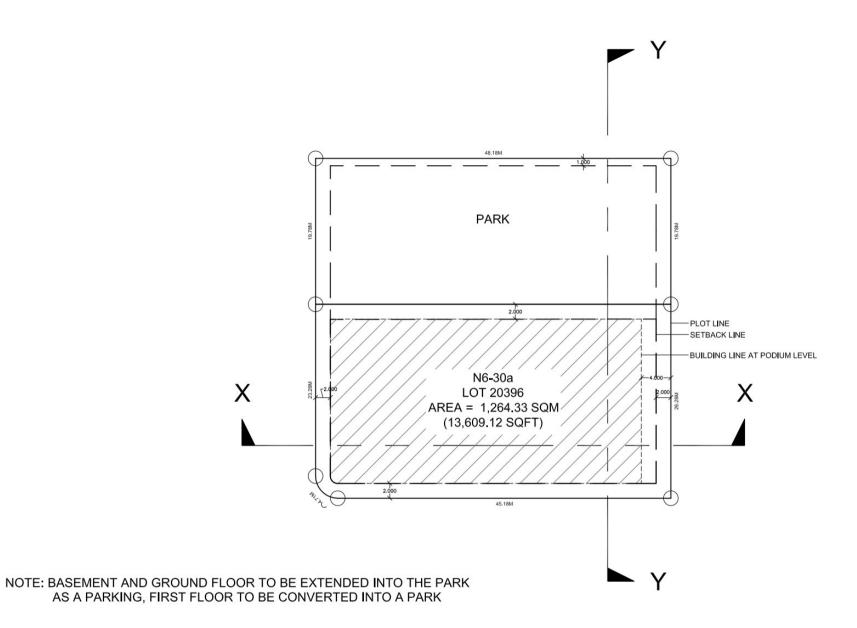




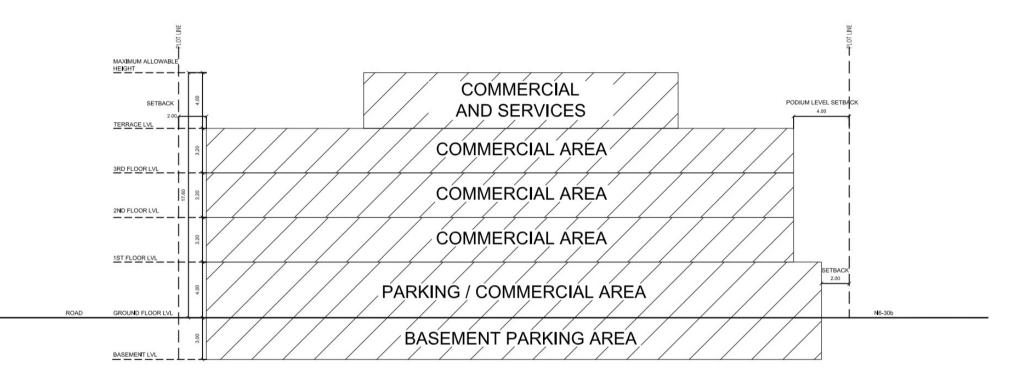


NOTE. DASEMENT AND	GROUND FLOOR TO	DE EXTENDED INTO	THE FAR
AS A PARKING,	FIRST FLOOR TO BE	CONVERTED INTO A	PARK

Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors	
20396	N6-30a	Mix-Commercial Building	Commercial	1,264.33 SQM	885.03 SQM	3,097.61 SQM	2.45	70%	4 Floors / 17.6m	
20390	140-308	wix-commercial building	commercial	13,609.12 SQFT	9,526.39 SQFT	33,342.35 SQFT	2.45	10%	13.6m bldg + 4m Lift Machine Room	CORPORATION
PROJECT: I	ROJECT: MIXED-USE PARKING AND COMMERCIAL DEVELOPMENT (N6-30a)									PLANNING AND DEVELOPMENT DEPARTMENT 3RD FLOOR, HDC BUILDING HULHUMALE' REPUBLIC OF MALDIVES TEL. +(960)3353535, FAX +(960)3358892
Scale: N.T.S	6	Drawn by:	Shahud	Checked by:	X	Date: 11th May 202	1	Re	marks:	EMAIL : planning@hdc.com.mv

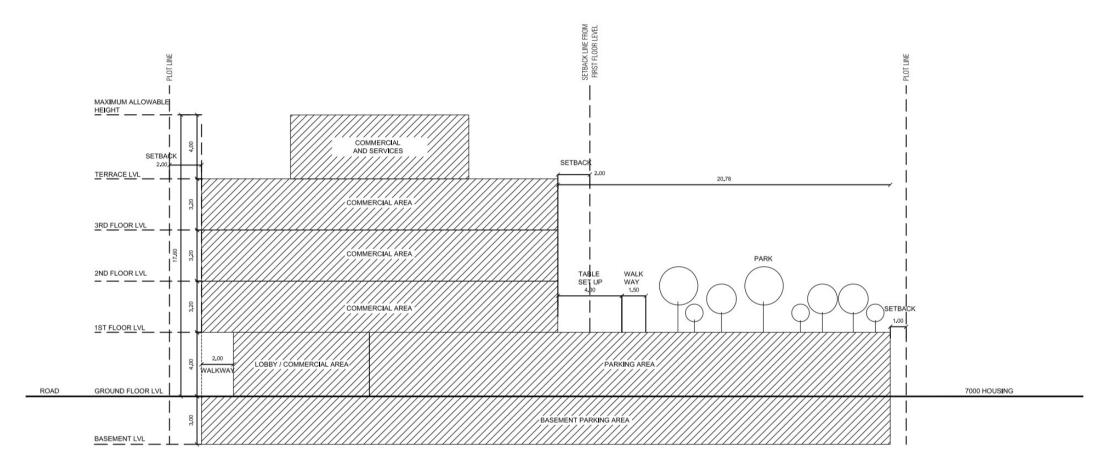


Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors	
20396	N6-30a	Mix-Commercial Building	Commercial	1,264.33 SQM	885.03 SQM	3,097.61 SQM	2.45	70%	4 Floors / 17.6m	
		this control of one ball		13,609.12 SQFT	9,526.39 SQFT	33,342.35 SQFT	1000		13.6m bldg + 4m Lift Machine Room	
PROJECT: N	DJECT: MIXED-USE PARKING AND COMMERCIAL DEVELOPMENT (N6-30a)							PLANNING AND DEVELOPMENT DEPARTMENT 3RD FLOOR, HDC BUILDING HULHUMALE' REPUBLIC OF MALDIVES TEL. +(960)3353535, FAX +(960)3358892		
Scale: N.T.S		Drawn by:	Shahud	Checked by:	X	Date: 11th May 202	1	Re	emarks:	EMAIL : planning@hdc.com.mv



CONCEPTUAL SECTION (X-X)



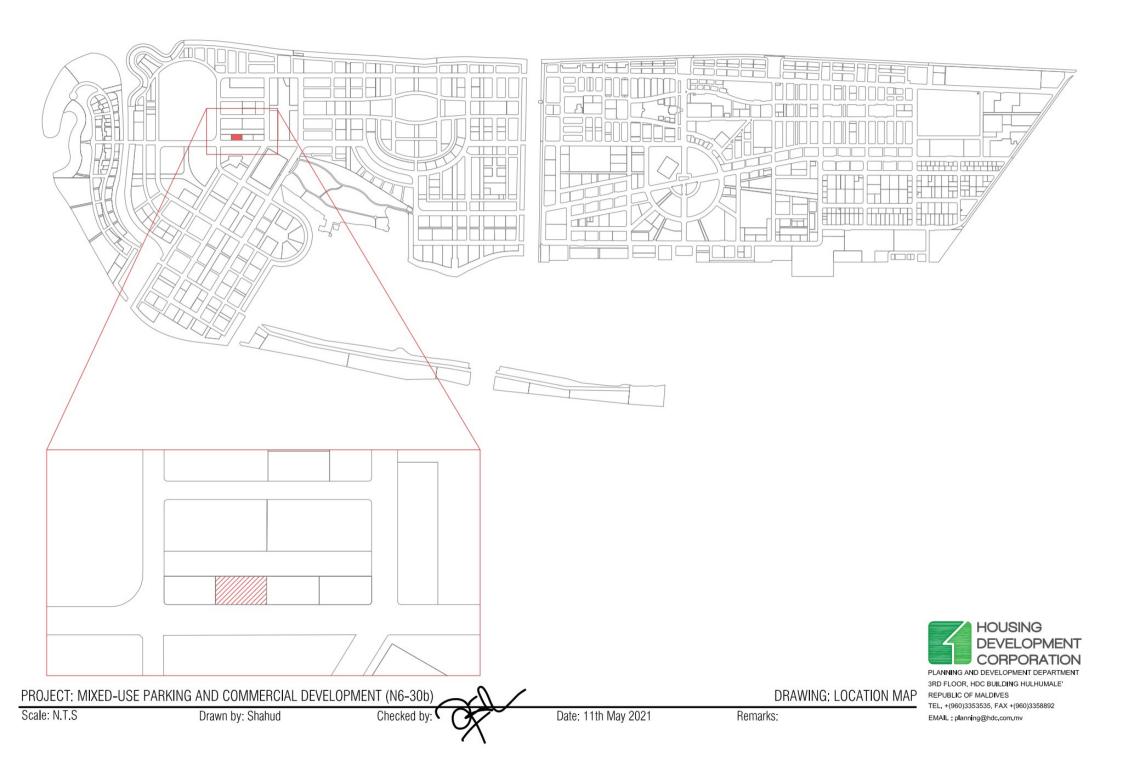


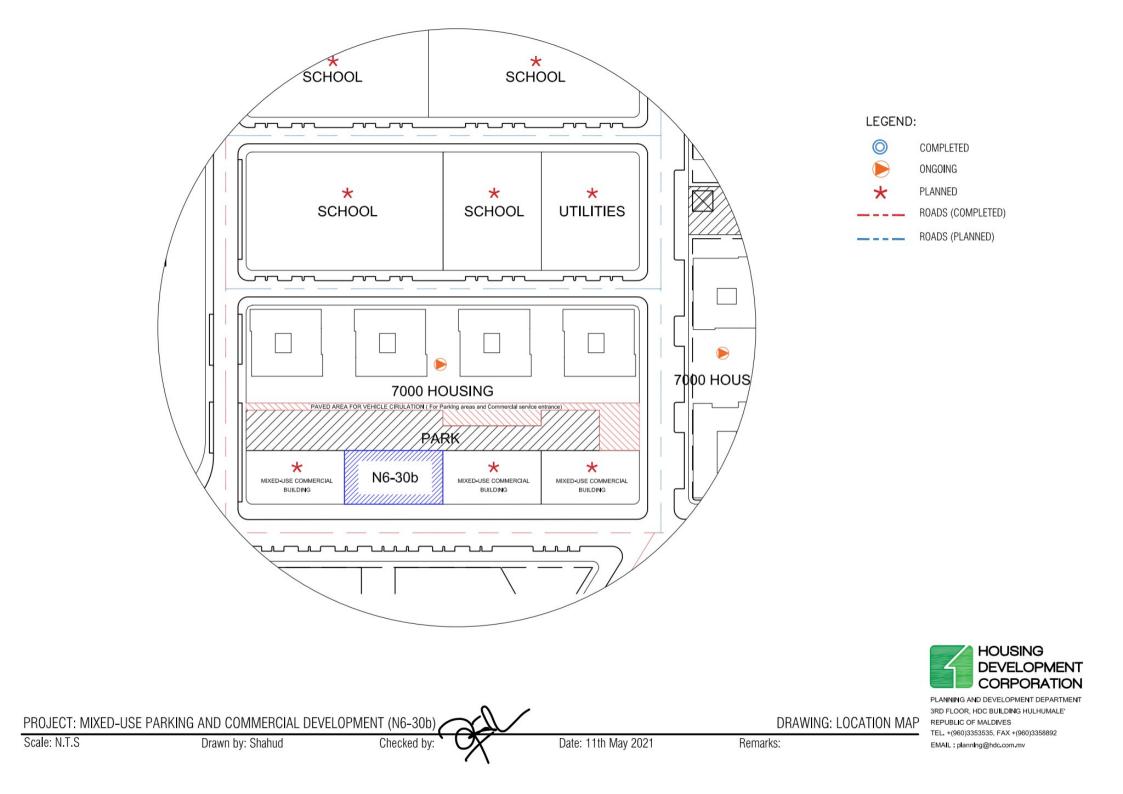
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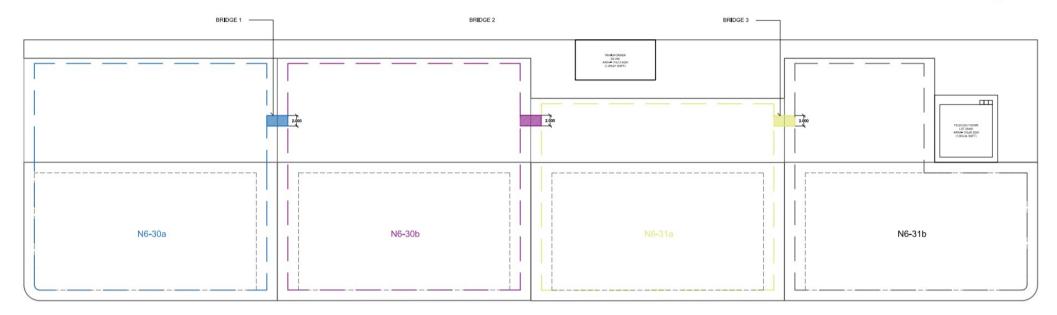


MIXED-USE PARKING AND COMMERCIAL DEVELOPMENT LOT 20398 (N6-30b)









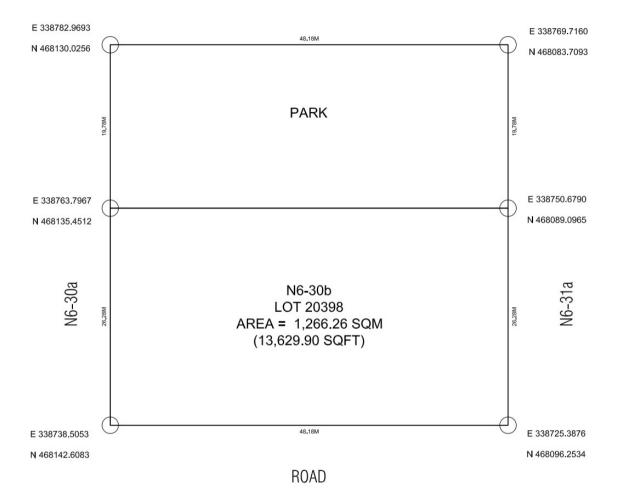
Note: Developments to inter connect the park with identified bridges respectively

N6-30a - Bridge 1 N6-30b - Bridge 2 N6-31a - Bridge 3

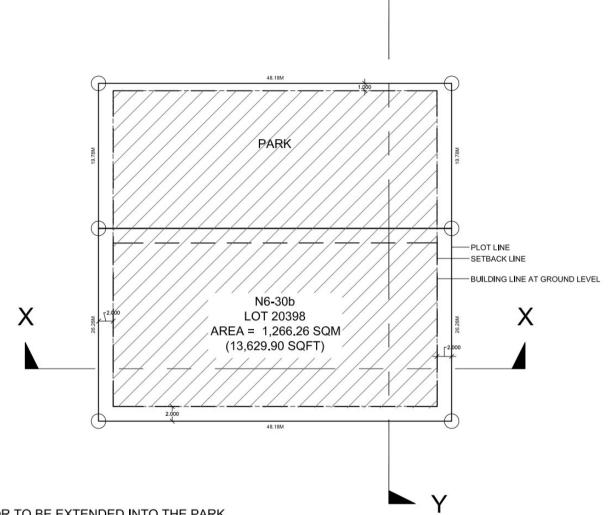
						HOUSING DEVELOPMENT CORPORATION
PROJECT: MIXED-USE P	PARKING AND COMMERCIAL DEVEL	OPMENT (N6-30b)			DRAWING: SITE PLAN	PLANNING AND DEVELOPMENT DEPARTMENT 3RD FLOOR, HDC BUILDING HULHUMALE' REPUBLIC OF MALDIVES TEL. + (960)3353535, FAX + (960)3358892
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7000 HOUSING

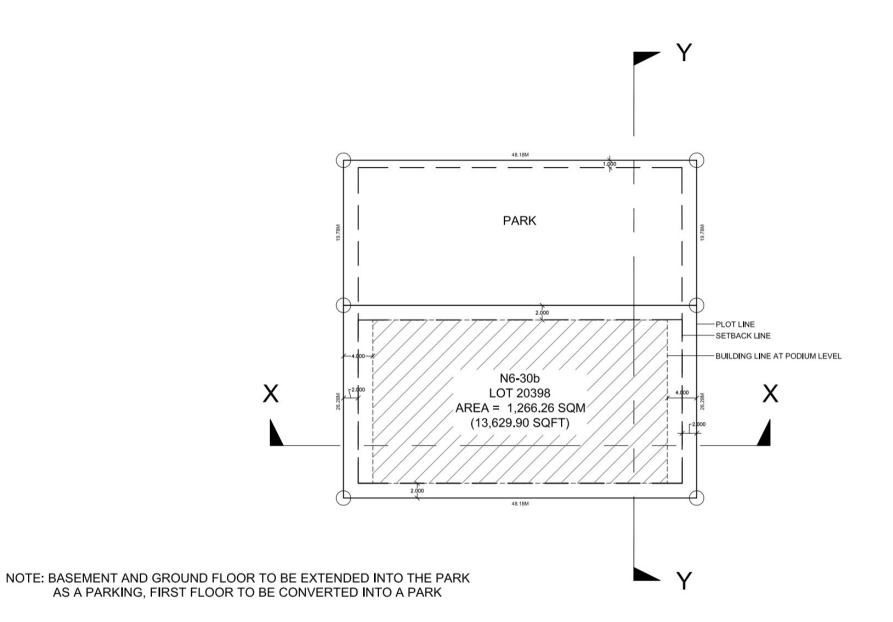




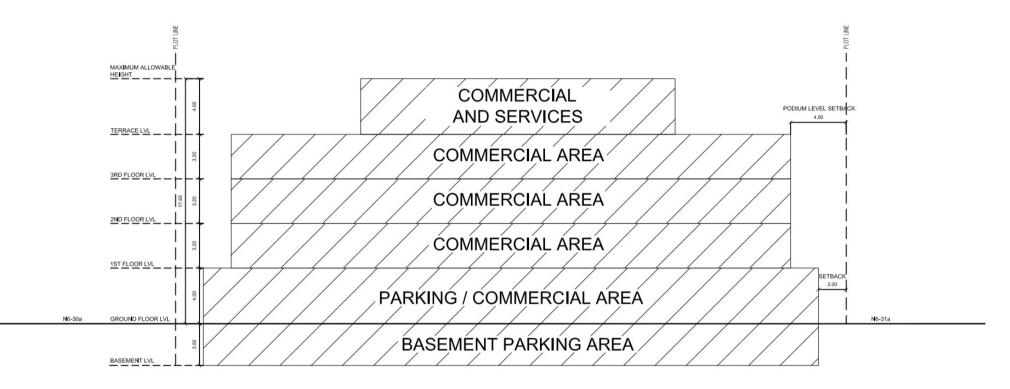


NOTE: BASEMENT AND GROUND FLOOR TO BE EXTENDED INTO THE PARK AS A PARKING, FIRST FLOOR TO BE CONVERTED INTO A PARK

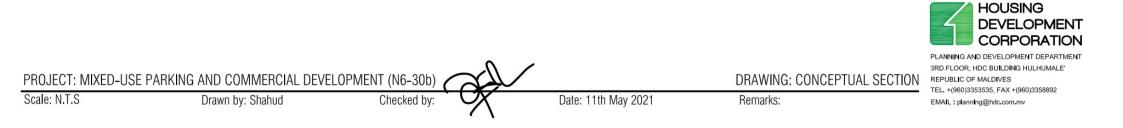
Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors		
20398	N6-30b	Mix-Commercial Building	Commercial	1,266.26 SQM	886.38 SQM	3,102.34 SQM	2.45	70%	4 Floors / 17.6m		
20350	20338 10-300	wix-commercial building	connercial	13,629.90 SQFT	9,540.93 SQFT	33,393.25 SQFT	2.45	70%	13.6m bldg + 4m Lift Machine Room	PLANNING AND DEVELOPMENT DEPARTMENT	
PROJECT:	ROJECT: MIXED-USE PARKING AND COMMERCIAL DEVELOPMENT (N6-30b)										
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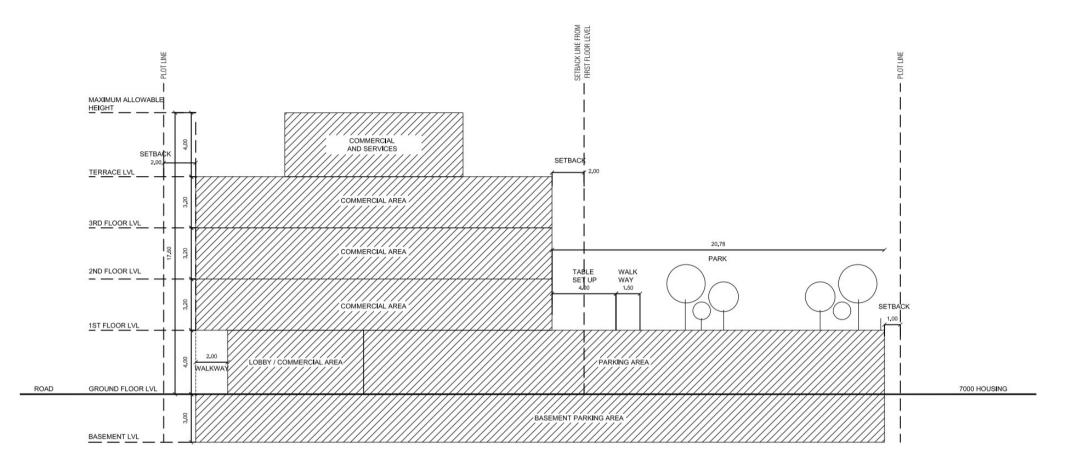


Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors	
20398	N6-30b	Mix-Commercial Building	Commercial	1,266.26 SQM	886.38 SQM	3,102.34 SQM	2.45	70%	4 Floors / 17.6m	
20350	140-300		commercial	13,629.90 SQFT	9,540.93 SQFT	33,393.25 SQFT	2.45	1010	13.6m bldg + 4m Lift Machine Room	
PROJECT: MIXED-USE PARKING AND COMMERCIAL DEVELOPMENT (N6-30b)										3RD FLOOR, HDC BUILDING HULHUMALE' REPUBLIC OF MALDIVES TEL. +(960)3353535, FAX +(960)3358892
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CONCEPTUAL SECTION (X-X)





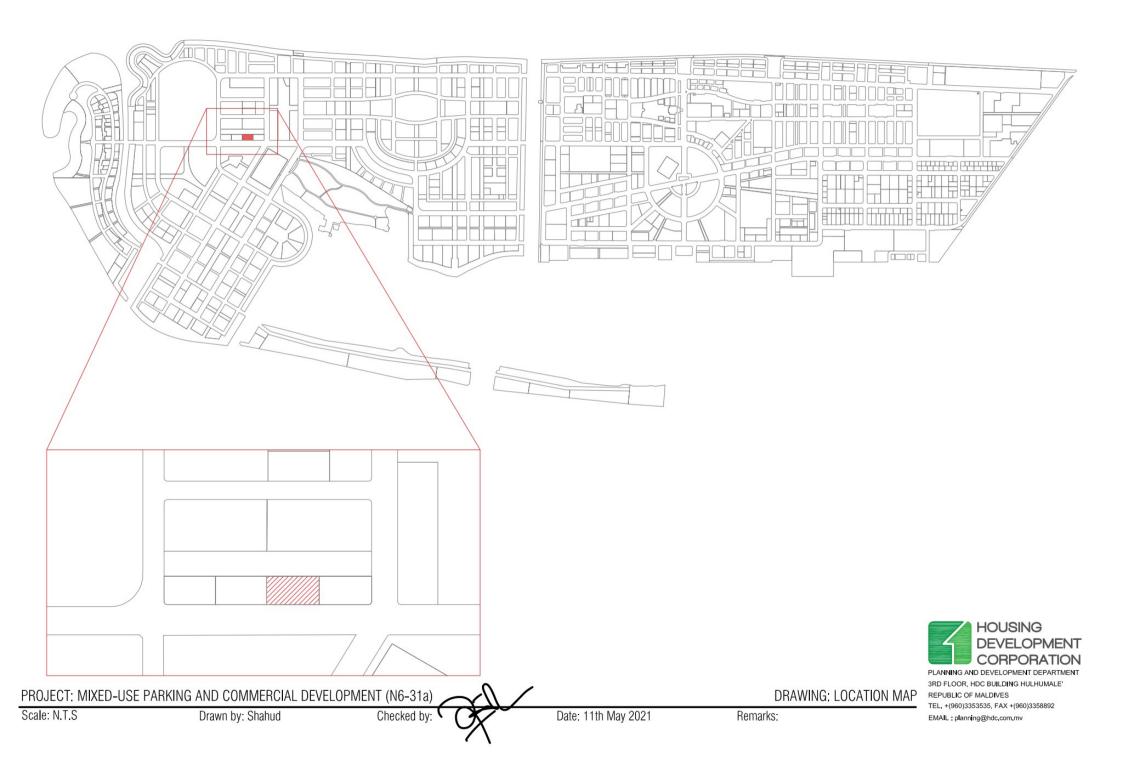
CONCEPTUAL SECTION (Y-Y)

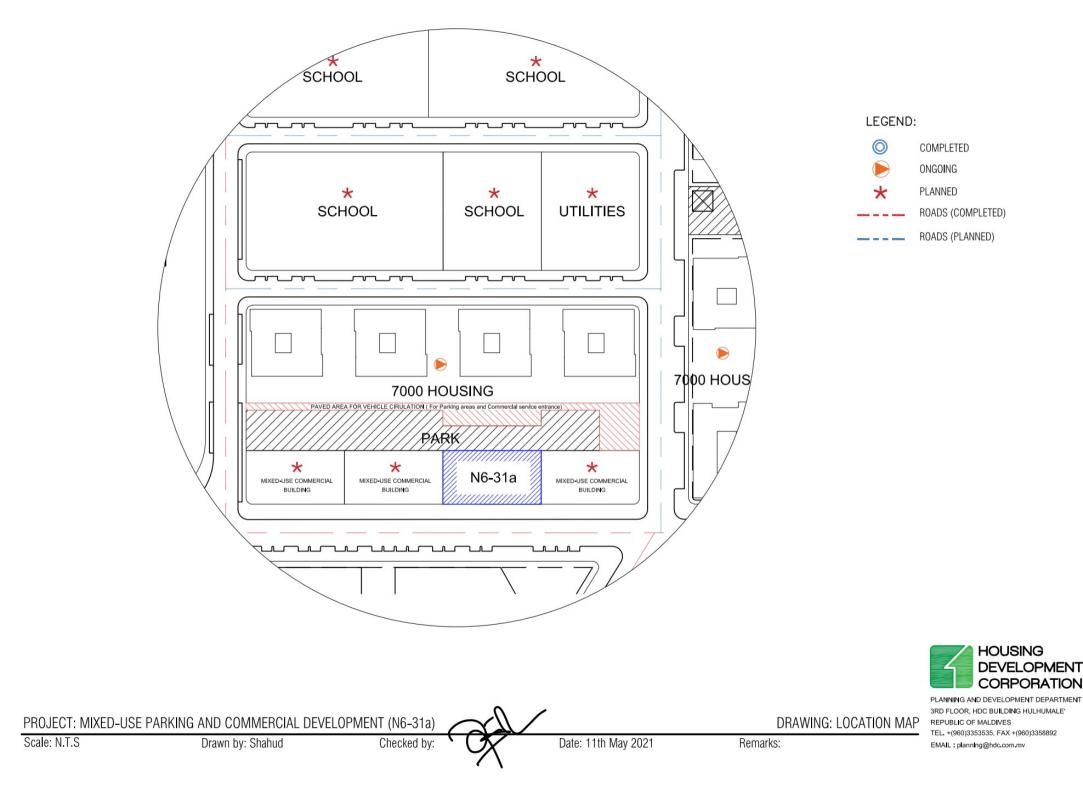


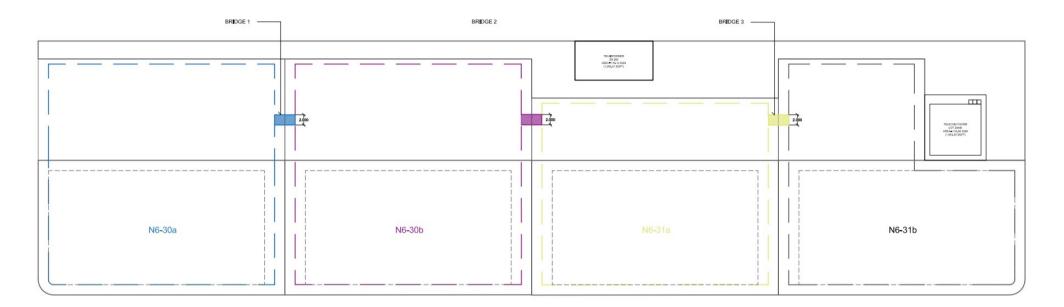
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MIXED-USE PARKING AND COMMERCIAL DEVELOPMENT LOT 20487 (N6-31a)









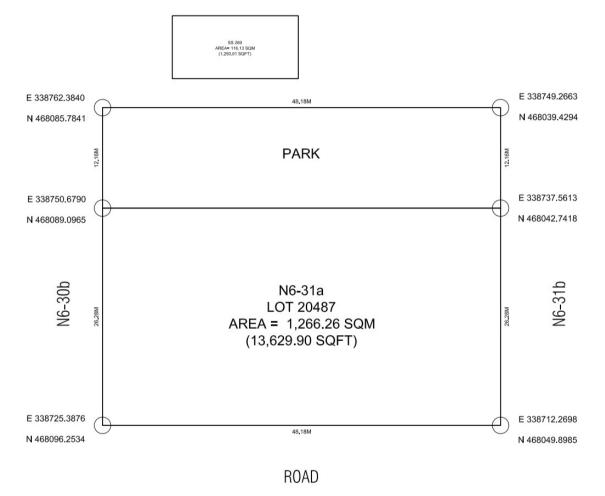
Note: Developments to inter connect the park with identified bridges respectively

N6-30a - Bridge 1 N6-30b - Bridge 2 N6-31a - Bridge 3

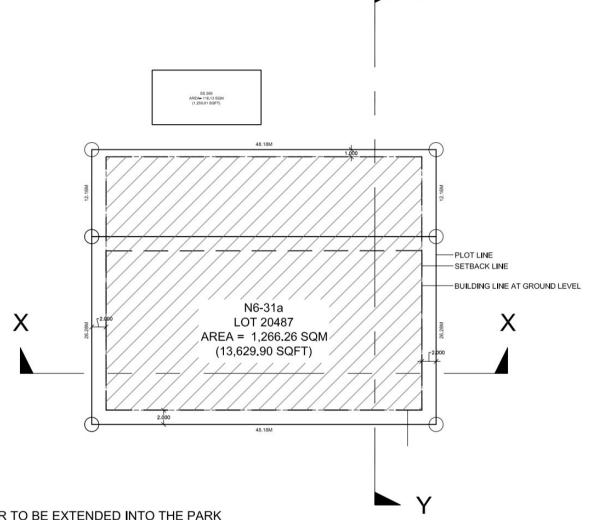
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						PLANNING AND DEVELOPMENT DEPARTMENT
PROJECT: MIXED-USE PA	ARKING AND COMMERCIAL DEVEL	_OPMENT (N6-31a)	/		DRAWING: SITE PLAN	3RD FLOOR, HDC BUILDING HULHUMALE' REPUBLIC OF MALDIVES TEL, +(960)3353535, FAX +(960)3358892
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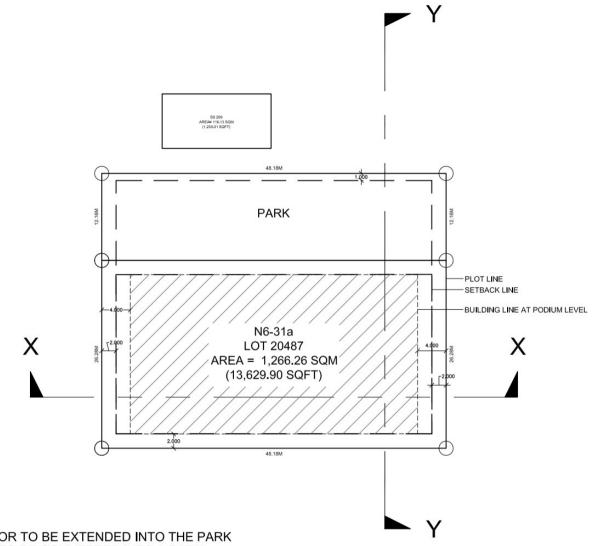




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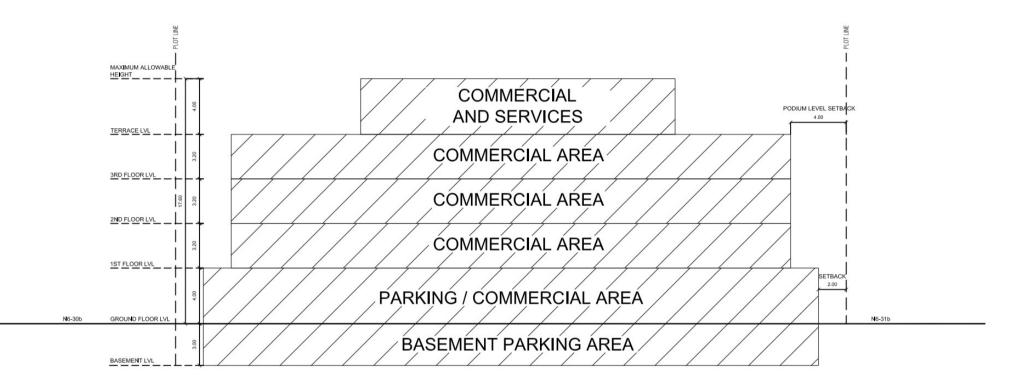
NOTE: BASEMENT AND GROUND FLOOR TO BE EXTENDED INTO THE PARK
AS A PARKING, FIRST FLOOR TO BE CONVERTED INTO A PARK

Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors		
20487	N6-31a	Mix-Commercial Building	Commercial	1,266.26 SQM	886.38 SQM	3,102.34 SQM	2.45	70%	4 Floors / 17.6m	PLANNING AND DEVELOPMENT DEPARTMENT	
20487	140-318	this connected building	connectur	13,629.90 SQFT	9,540.93 SQFT	33,393.25 SQFT	2.45	1070	13.6m bldg + 4m Lift Machine Room		
PROJECT:	ROJECT: MIXED-USE PARKING AND COMMERCIAL DEVELOPMENT (N6-31a)										
Scale: N.T.S		Drawn by:	Shahud	Checked by:	X	Date: 11th May 202	1	Re	marks:	TEL. +(960)3353535, FAX +(960)3358892 EMAIL : planning@hdc.com.mv	

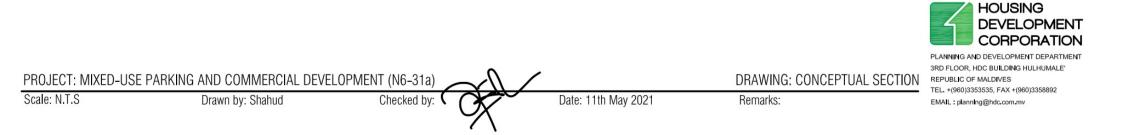


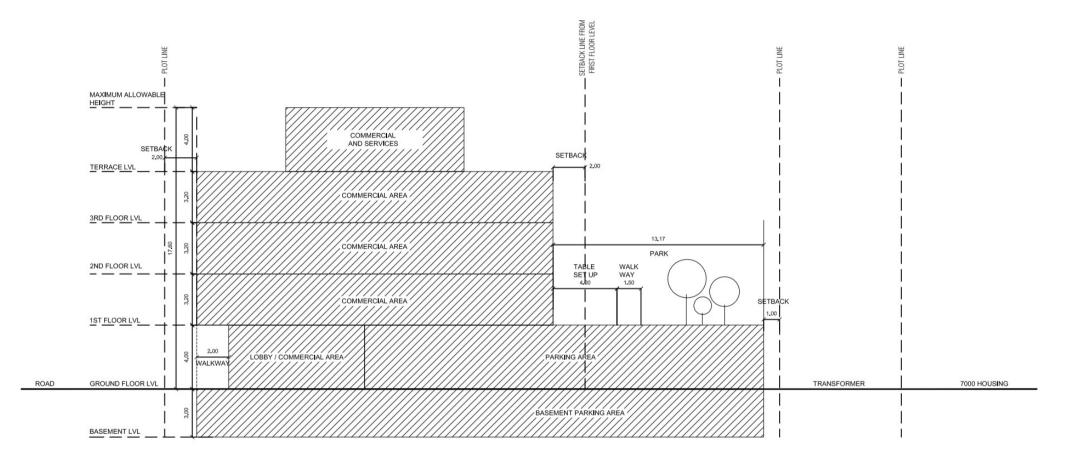
NOTE: BASEMENT AND GROUND FLOOR TO BE EXTENDED INTO THE PARK
AS A PARKING, FIRST FLOOR TO BE CONVERTED INTO A PARK

Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors		
20487	N6-31a	Mix-Commercial Building	Commercial	1,266.26 SQM 13,629.90 SQFT	886.38 SQM 9,540.93 SQFT	3,102.34 SQM 33,393.25 SQFT	2.45	70%	4 Floors / 17.6m 13.6m bldg + 4m Lift Machine Room	PLANNING AND DEVELOPMENT DEPARTMENT	
	PROJECT: MIXED-USE PARKING AND COMMERCIAL DEVELOPMENT (N6-31a)										
Scale: N.T.S		Drawn by:	Shahud	Checked by:	X.	Date: 11th May 202	1	Re	marks:	EMAIL : planning@hdc.com.mv	

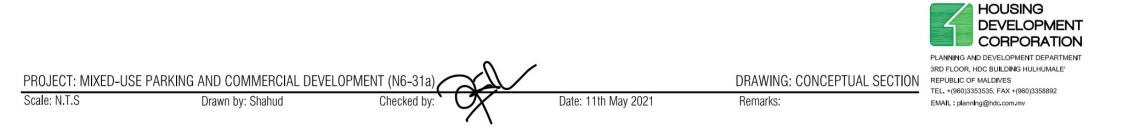


CONCEPTUAL SECTION (X-X)



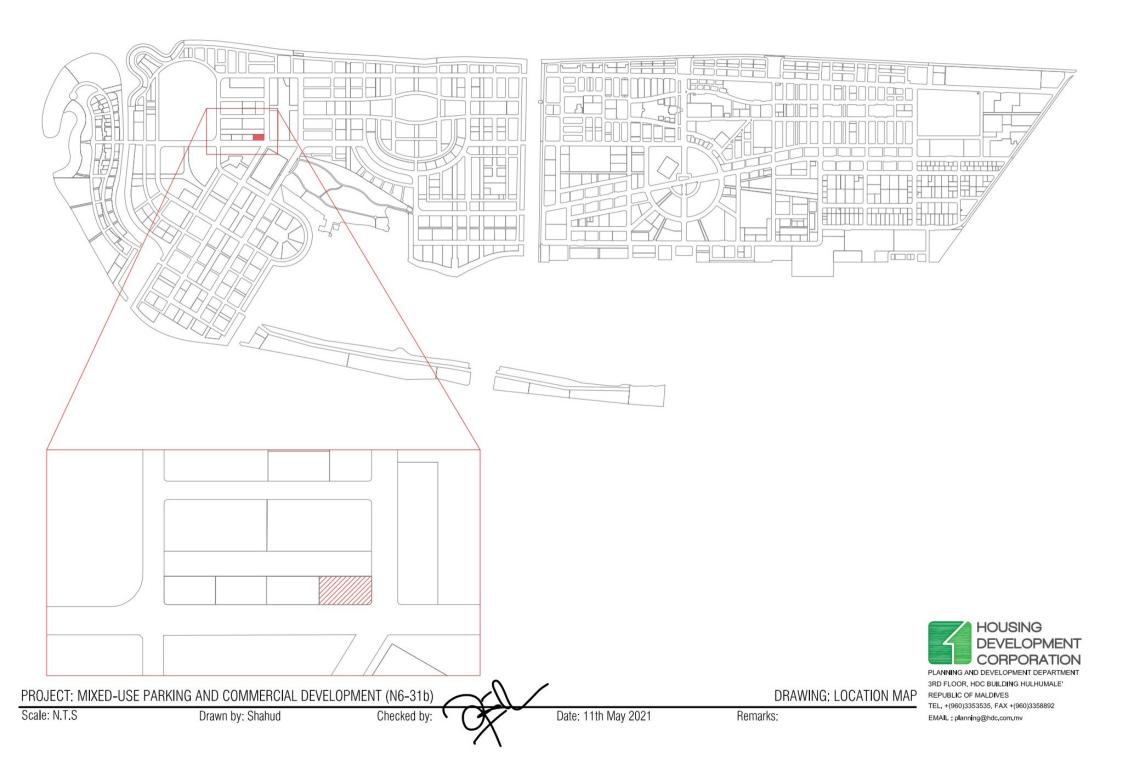


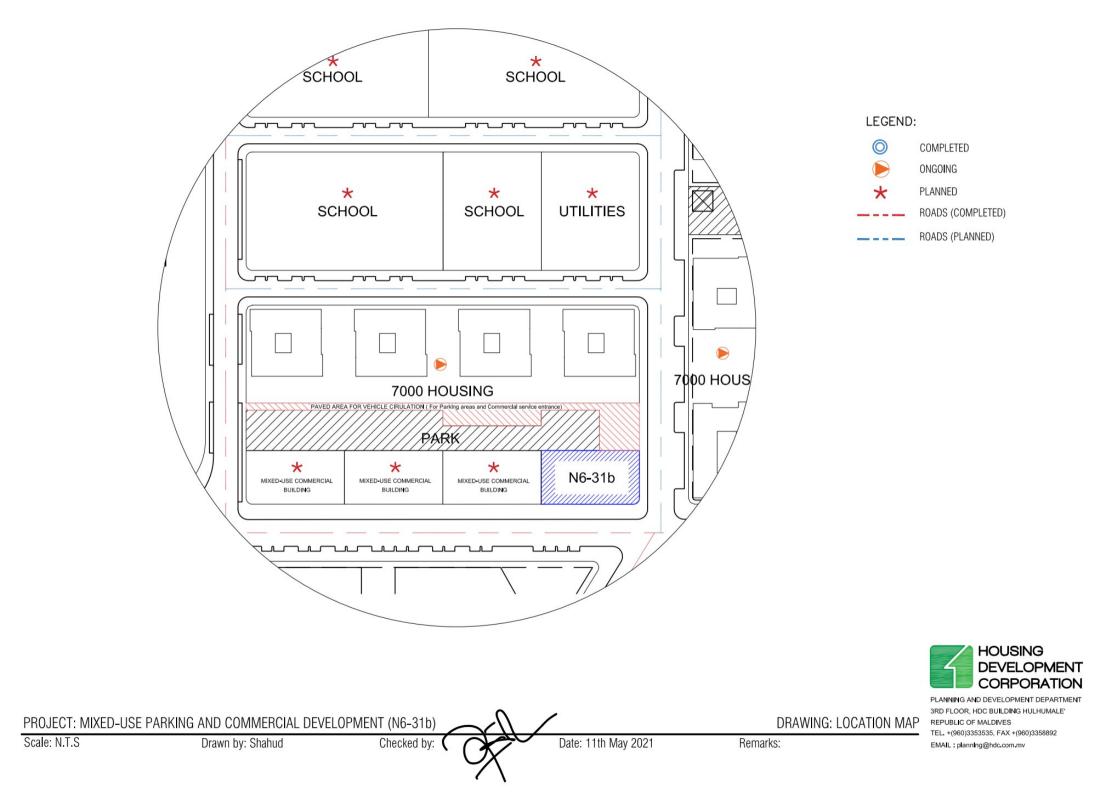
CONCEPTUAL SECTION (Y-Y)



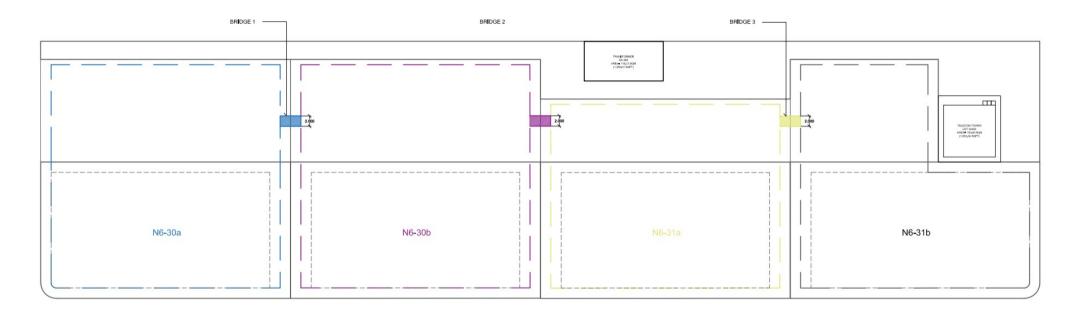
MIXED-USE PARKING AND COMMERCIAL DEVELOPMENT LOT 20488 (N6-31b)









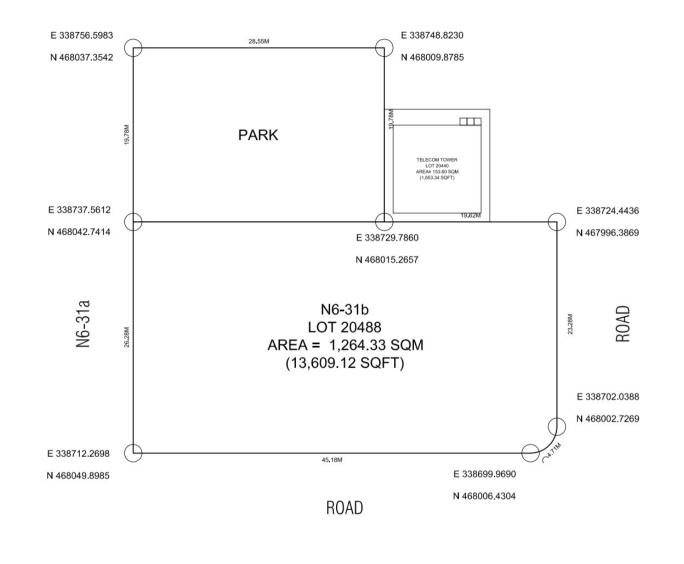


Note: Developments to inter connect the park with identified bridges respectively

N6-30a - Bridge 1 N6-30b - Bridge 2 N6-31a - Bridge 3

							HOUSING DEVELOPMENT CORPORATION
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PROJECT: MIXED-USE PAR	KING AND COMMERCIAL DEVE	LOPMENT (N6-31b)				DRAWING: SITE PLAN	3RD FLOOR, HDC BUILDING HULHUMALE' REPUBLIC OF MALDIVES TEL. +(960)3353535, FAX +(960)3358892
Scale: N.T.S	Drawn by: Shahud	Checked by:	JX	Date: 11th May 2021	Remarks:		EMAIL : planning@hdc.com.mv

7000 HOUSING



Date: 11th May 2021

PROJECT: MIXED-USE PARKING AND COMMERCIAL DEVELOPMENT (N6-31b)

Drawn by: Shahud

Checked by:

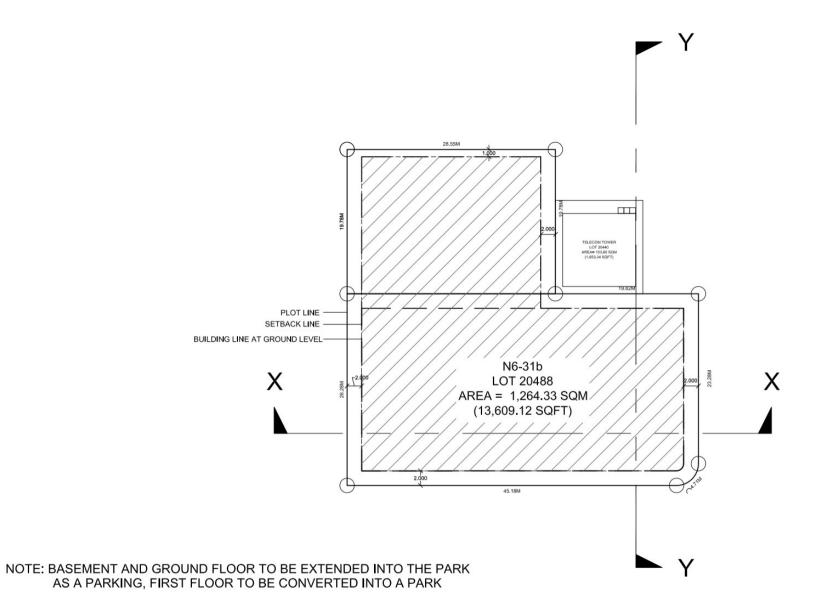
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HOUSING DEVELOPMENT CORPORATION

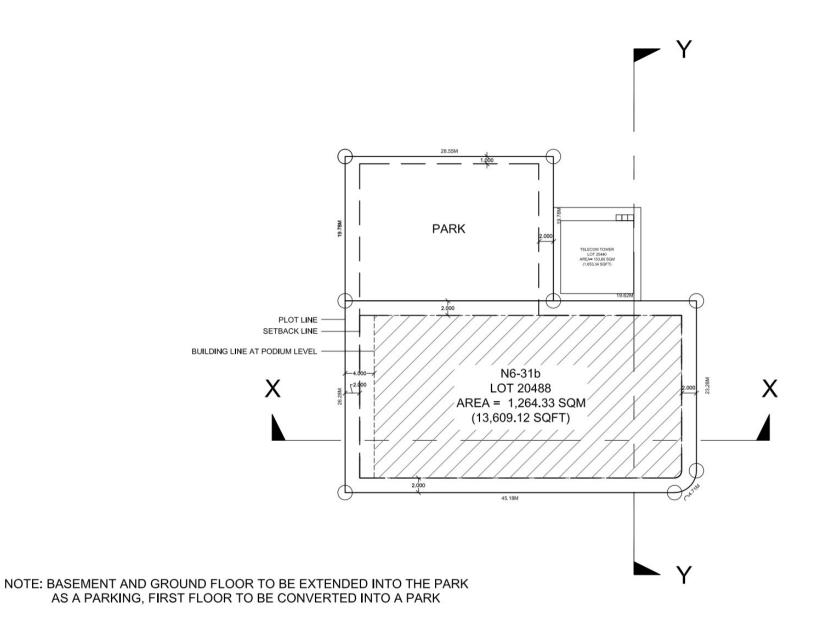
3RD FLOOR, HDC BUILDING HULHUMALE' REPUBLIC OF MALDIVES TEL. +(960)335355, FAX +(960)3358892 EMAIL : planning@hdc.com.mv

DRAWING: PLOT MAP

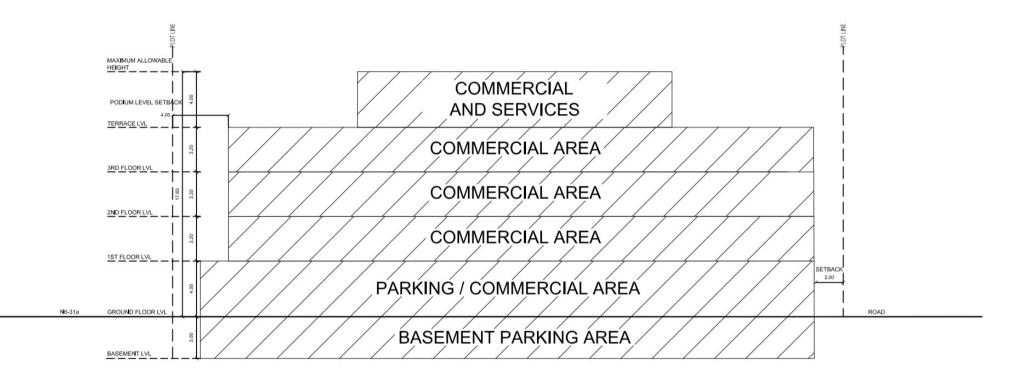
Remarks:



Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors	
20488	N6-31b	Mix-Commercial Building	Commercial	1,264.33 SQM	885.03 SQM	3,097.61 SQM	2.45	70%	4 Floors / 17.6m	CORPORATION
20400	140-310	wix commercial building	commerciar	13,609.12 SQFT	9,526.39 SQFT	33,342.35 SQFT	2.45	10%	13.6m bldg + 4m Lift Machine Room	PLANNING AND DEVELOPMENT DEPARTMENT
PROJECT:	PROJECT: MIXED-USE PARKING AND COMMERCIAL DEVELOPMENT (N6-31b)									
Scale: N.T.S		Drawn by:	Shahud	Checked by:	X	Date: 11th May 202	!1	Re	marks:	TEL. +(960)3353535, FAX +(960)3358892 EMAIL : planning@hdc.com.mv

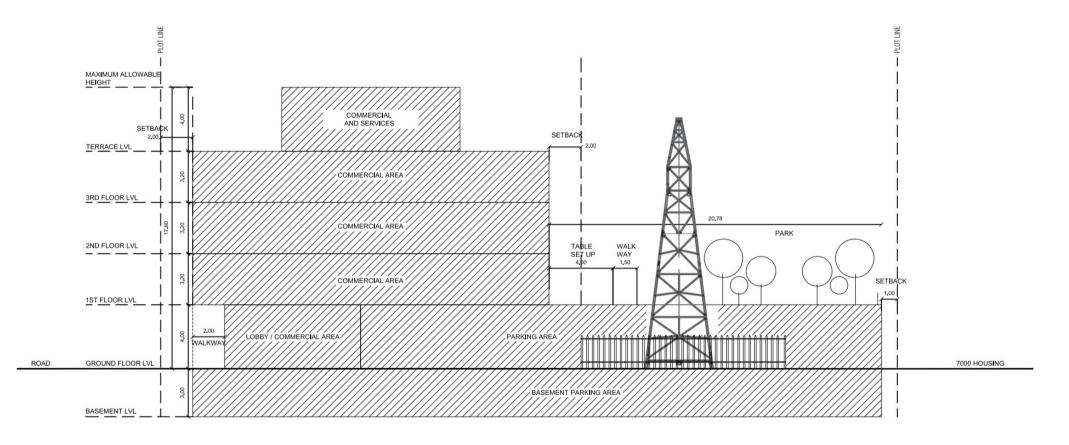


Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors	HOUSING DEVELOPMENT
20488	N6-31b	Mix-Commercial Building	Commercial	1,264.33 SQM	885.03 SQM	3,097.61 SQM	2.45	70%	4 Floors / 17.6m	
20400	140-310	wix-commerciar building	commercial	13,609.12 SQFT	9,526.39 SQFT	33,342.35 SQFT	2.45	10%	13.6m bldg + 4m Lift Machine Room	
PROJECT:	MIXED-U	SE PARKING AND COM	IMERCIAL DEVELC	PMENT (N6-31b)		DRA	AWING: SE	ЕТВАСК Р	LAN (FIRST FLOOR AND ABOVE)	PLANNING AND DEVELOPMENT DEPARTMENT 3RD FLOOR, HDC BUILDING HULHUMALE' REPUBLIC OF MALDIVES TEL. +(960)3353535, FAX +(960)3358892
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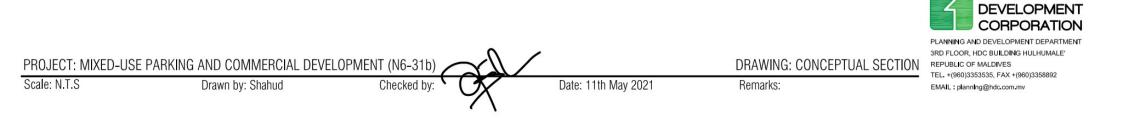


CONCEPTUAL SECTION (X-X)





CONCEPTUAL SECTION (Y-Y)



HOUSING

DEVELOPMENT AND OPERATION OF A MIXED-USE PARKING AND COMMERCIAL BUILDING IN HULHUMALÉ PHASE 02

2. DESIGN AND DEVELOPMENT GUIDELINE

(Refer to Next Page)







HULHUMALÉ PLANNING & DEVELOPMENT GUIDELINE: MIXED USE PARKING & COMMERCIAL DEVELOPMENT GUIDELINE

1. INTRODUCTION

- This guideline will be applicable to Lot 20396, 20398, 20487 and Lot 20488 allocated for the mixed-use development of parking and commercial building in Hulhumalé Phase II. (Refer to location map.)
- 1.2. Prior drawing and construction approvals need to be obtained from HDC before the construction of any building in Hulhumalé.
- 1.3. Prior building permit for building use needs to be obtained from HDC once the construction works have been completed for any such building.
- 1.4. Concept level drawings (site plan showing the surrounding context, floor plans, conceptual sections and elevations, and 3D model), and spatial layout, showing the overall classifications and requirements of the development must be submitted to HDC for comments before proceeding to final architectural and structural drawings.
- 1.5. The final detail drawing approval and related construction approvals need to be obtained from HDC before the construction of any building in Hulhumalé.
- 1.6. The final detail drawing set should be signed and stamped by a registered local architect/structural engineer.
- 1.7. Under these guidelines, a building is defined to be a constructed dwelling that is not movable/portable within a given plot, and one that is finished using different materials and is constructed to a certain standard that is acceptable to HDC.
- 1.8. A detailed breakdown with the list of spaces and the area allocated for the spaces must be provided with each stage of the submission.

2. USAGE OF LAND

- 2.1. The allocated land plot is for the construction of multistorey parking development with a dedicated commercial area at specified floors. (Refer to the drawings attached)
- 2.2. Commercial area/usage should be limited as mid to large scale commercial usage.
- 2.3. The supporting facilities that will be included are:

Hulhumalé Planning & Development Guideline: Mixed Use Parking & Commercial Development Guideline

Planning & Development Department, Housing Development Corporation Ltd, Tel: 3353535, Fax: 3358892, Email:planning@hdc.com.mv

- 2.3.1. Utility services
- 2.3.2. Maintenance & storerooms
- 2.3.3. Waste collection area
- 2.4. Following are prohibited uses within this development:
 - 2.4.1. Residential use, industrial use, any use where flammable materials are used other than relevant commercial uses, any use where the public is disturbed from loud noises and smell, dust generating and carrying activities, constructing godowns, etc.
- 2.5. In the area marked as park, a minimum 90% should be covered with green landscaping.
- 2.6. Table setup for the commercial area is allowed up to a width of 4 meters from the first-floor commercial area. (Refer section X-X)
- 2.7. A maximum width of 1.5 meter is given from the park area for a walkway.

3. BUILDING HEIGHT, F.S.I AND SETBACK PLAN

3.1. The building Floor Space Index (F.S.I) is provided in the guideline drawings along with building setback lines.

Total area of building

Floor Space Index (F.S.I) =

Total area of land

- 3.2. Following spaces will be excluded from GFA:
 - 3.2.1. Parking Area
 - 3.2.2. Basement Parking Area
 - 3.2.3. Terrace communal open areas
 - 3.2.4. Ramp dedicated for parking
 - 3.2.5. Open void
 - 3.2.6. Service duct
 - 3.2.7. Lift void
 - 3.2.8. Stair void of top floor
- 3.3. The maximum no. of floors for the development is 4 floors.
- 3.4. The maximum building height from the pavement level to the roof beam top level or terrace slab level should be 13 meters.
- 3.5. In addition, a 4-meter height lift machine room will be allowed to give a total building height of 17 meters.
- 3.6. No part of the building such as roof eaves, gutters, and door/window panels, etc. should be projected out into the road or beyond 1 meter from the building setback line.
- 3.7. The minimum height between finished floor levels to ceiling soffit level
 - 3.7.1. In the ground floor is 4 meters.
 - 3.7.2. In the basement level, the clear height to be 2.7 meters.

4. BOUNDARY WALL

4.1. Boundary wall or fence are not allowed to be built around the development in order to promote urban interaction at street level.

5. LIGHTING

- 5.1. It is highly recommended to incorporate daylight lighting into the design of the parking building development. Design should allow exterior openings within the façade for diffused daylight.
- 5.2. Adequate lighting should be provided for ramps, entrance areas and stairways.
- 5.3. Walls and ceilings must have light color finishes to maximize the effectiveness of the lighting as this will reduce the luminaries required to achieve an acceptable light level.
- 5.4. Any artificial illumination used should be, even and consistent, reduce shadows to a minimum and provide high color recognition.
- 5.5. Cables, fixtures and wiring serving the lighting system should be protected from accidental damage or acts of vandalism. Provision or installment of CCTV should be included in the development.

6. REQUIREMENTS FOR PARKING AREA

- 6.1. The parking area is a dedicated area for cars and motorbikes only.
- 6.2. Parking spaces should be designed to an international standard (standard referred should be mentioned).
- 6.3. Parking area should be easily accessible to the public.
- 6.4. A parking calculation/justification must be submitted along with the drawing submission at all stages.
- 6.5. The specified amount of parking should be provided within the development site for both residents and visitors.
- 6.6. For basement parking access is to be from the rear side of the park
- 6.7. Ground floor parking circulation also is to be from rear side of the building or rear side of the park.
- 6.8. Basement parking is an additional parking space given for the community as an incentive to the additional Commercial GFA (3/4th Floor). Hence, the access to basement is to be independent of the commercial area.

- 6.9. 40% of the total parking area should be given as developer/commercial parking in which 10% should be dedicated for operational vehicles and the remaining 30% should be allocated for visitors.
- 6.10. 60% of the total parking area should be dedicated for public parking in which 40% dedicated for short-term parking and 20% for long-term parking.
- 6.11. Parking spaces should be appropriately sized for movement in and around and should cater for disability and wheelchair movement whereas considered necessary.
- 6.12. Ingress and egress to and from the parking area should be clearly defined, and should be allocated in a way that it is of least interruption to the flow of traffic.
- 6.13. Proper, indicative signage and markings for the parking area should be provided within the development. Clear directional arrows or signage must be visible to avoid confusion.
- 6.14. Speed restrictors should be installed wherever there is a potential risk of injury for the users.
- 6.15. Clear and visible signage must be provided to identify entrances, exits, lifts, stairwells, parking levels and zones.
- 6.16. Locate disability-reserved parking spaces no more than 50 m from a main building entrance
- 6.17. The development should accommodate a minimum vehicle parking of the following ratio:

6.17.1. A car parking for every 500 m² of GFA

- 6.17.2. A motorcycle parking for every 60 m^2 of GFA
- 6.18. The entrance for the parking area should have a sufficient opening for easy entry and exit simultaneously.

7. DEPTH OF FOUNDATION

- 7.1. The depth of the foundation will depend on structural integrity and it will be decided by the structural engineer.
- 7.2. The foundation protection method and visual soil report should be submitted.
- 7.3. If the foundation of the structure is 1.8 meters or deeper, the developer should submit an environmental impact assessment.

8. ACCESS AND CIRCULATION

- 8.1. PEDESTRIAN
- 8.1.1. A safe accessibility provision with ease of circulation should be provided as much as possible to all types of users.
- 8.1.2. Access to park should be open independent of commercial areas. This access way should not be fully enclosed to minimize vandalism
- 8.2. VEHICULAR

- 8.2.1. A sheltered and safe drop-off/pick-up area with universal access, should be provided within the plot.
- 8.2.2. A convenient loading/unloading area must be included for the ease of access for vehicles and equipment and should be located away from the public areas.
- 8.2.3. For basement parking access is to be from the rear side of the park
- 8.2.4. Ground floor parking access should also be provided from the rear side of the park.
- 8.2.5. Commercial Service entrance with loading/ unloading area, should be from the rear side of the building (3.5m circulation path behind the park can be used for service circulation).

9. GENERAL REQUIREMENTS

Intention: Recommendations stated below are to help support the sustainable development of parking building.

- 9.1. Developments to interconnect the park with identified bridges respectively. This bridge is to be developed at a later stage when the adjacent development is completed. Hence the provision is to be provide, where needed.
- 9.2. A fire and safety system approved by the Ministry of Defence should be established within the development.
- 9.3. Food & beverage outlets should adhere to all requirements set forth by the Food & Drug Authority relating to food storage/preparation/service & disposal.
- 9.4. Food & beverage outlets should not be limited to the ground floor & should be located on the top floors.
- 9.5. A waste disposal mechanism with ease of loading needs to be established away from the common areas on the ground floor level.
- 9.6. Male, female and disability access toilets must be provided at the development for visitors and staff separately.
- 9.7. It is recommended that consultation be done with service providers such as electricity, plumbing, sewerage, telecommunications, air conditioning, and cable TV, as to how these could be incorporated practically, economically, and sustainably to the development.
- 9.8. It is encouraged for the development to be aesthetically designed consisting of different environmentally sustainable elements.
- 9.9. The whole development should follow all updated and the most recent guidelines set by relevant authorities of the government.

NOTE: In addition to this, please refer to the accompanying guideline drawings.



Hulhumalé Planning & Development Guideline: Mixed Use Parking & Commercial Development Guideline

DEVELOPMENT AND OPERATION OF A MIXED-USE PARKING AND COMMERCIAL BUILDING IN HULHUMALÉ PHASE 02

3. SUBMISSION & QUALITY MANAGEMENT CRITERIA

(Refer to Next Page)





PLANNING & DEVELOPMENT DEPARTMENT

SUBMISSION & QUALITY MANAGEMENT CRITERIA

SUBMISSION & QUALITY MANAGEMENT CRITERIA

Planning & Development Department, Housing Development Corporation Ltd, Tel: 3353535, Fax: 3358892, Email:planning@hdc.com.mv

1.0 SUBMISSION (DELIVERABLES AND CRITERIA)

1.1 CONCEPT DESIGN STAGE

Concept drawings should focus on how it is integrated to site and surrounding context. All floor plans should indicate the usage of specific floor spaces with its area as well as built Up Area (BUA) along with gross floor area (GFA).

Format of submission should include (but is not limited to) a PowerPoint presentation of the concept design stage submission. A compiled PDF of the above documents should be submitted in digital format. AutoCAD drawings should be submitted for all the drawings.

Concept design should include the following drawings & documents (minimum requirement);

A. ARCHITECTURAL

- 1. Concept brief
- 2. Location plan
- 3. Site plan showing the surrounding context
- 4. Parking layouts
- 5. Vehicular and pedestrian circulation layout addressing the surrounding context
- 6. Floor plans, sections and elevations
- 7. Relevant blow-up details
- 8. Proposed material schedule and mood board
- 9. Interior and exterior perspective images (3D rendered visuals)

B. <u>STRUCTURAL</u>

Structural concept will include the following drawings and documents;

- Layout plan drawing showing the structural members (such as column, beam, slabs, sheer wall. etc.) with estimated size & location. Details regarding selection of member size without effecting architectural concepts. (Details of clear heights achieved in specific locations can be highlighted)
- 2. A report stating:
 - a) Pro and cons of the preferred structural system with respect to the architectural design.
 - b) Explain the structural system in relation to structure's durability for the intended lifetime of the building.
 - c) Explain the Structural design including the design code, design parameters (considered loads) & analysis method preferred by structural design engineer, details of the software(s) to be used for design, formats of design sheets (if any).
 - d) Details of proposed foundation system based on the available geotechnical parameters. It should be noted that the wind speed for the design can be obtained from local metrological department.
 - e) Assessment of the environmental conditions and the requirement that is applicable for the design with reference to code of practices. This includes, but not limited to covers to be provided for reinforcement, grade of steel, water proofing for foundation, min concrete grade with maximum water cement ratio, admixtures to be used for concrete etc. based on standards.
 - f) Minimum cement content details for different grades of concrete, in order to achieve a durable concrete for its intended life time
 - g) Details regarding fire rating of the building

C. BUILDING SERVICES

Proposals for the following systems must be submitted as a report

- 1. Air-Conditioning System and proposed locations
- 2. Mechanical Ventilation System and proposed locations
- 3. Fire Safety Design
 - a)Fire Detection and Alarm System

- b)Portable extinguisher
- c)Fire blankets
- d)Dry riser system
- e)Hose reel system
- f) Wet Riser System
- 4. Water, Drainage and plumbing proposal
- 5. Vertical Transportation Services (Lift)
- 6. Lighting and Power System
- 7. Emergency Lighting System
- 8. Earthing System
- 9. Lightning Protection System
- 10. Emergency Electrical Supply (Generator Set)
- 11. GPON in building network
- 12. Building Access Control
- 13. CCTV System
- 14. Public Address System
- 15. Carpark Barrier Gate System

1.2 DETAILED DESIGN STAGE

Detailed design will be submitted after concept design approval as follows:

- 1. Architectural drawings (by a locally registered professional architect) of all plans, elevations and major sections. (Refer to local planning guidelines)
- 2. Structural drawings and calculations, methodology (stamped and signed by a locally registered professional engineer)
- 3. Foundation protection method
- 4. Building services drawings (electrical, water plumbing and sewage, GPON, HVAC, Vertical transport, Fire Safety)
- 5. Material and finishing schedule
- 6. Local authority approvals, including but not limited to Fire Drawings and Panel board drawings.
- 7. Soil Investigation/Geotechnical Survey report (If required)
- 8. Environmental Impact Assessment report

Minimum three (3) sets of the above-mentioned drawings and documents should be submitted. Drawings Submission Form with the appropriate parts filled and signed by Registered Architect and Engineer.

1.3 SHOP DRAWINGS AND AS BUILT

The following drawings shall be submitted after completion of construction and prior to usage of the building.

- As built Architectural drawings
- As built Structural drawings
- As built Services drawings (Water, Sewage, Electrical, Ventilation & Air-conditioning, Firefighting and Communication/GPON)
- Copy of approvals given by Authorities, such as but not limited to MNDF Fire, Ministry of Health, STELCO, MEA, MWSC

With the submission of required documents, HDC would provide the necessary feedback for each stage. In giving feedbacks we would check whether if it fits the development guidelines, design guidance documents, international standards and the standards set by HDC. A two-way dialogue to attain a satisfactory level of work will be pursued. Upon submission of the documents HDC reserves a duration of 14 working days to process and provide comments or approval. A period of 14 working days will be taken to provide comments for concept drawing. If the drawings are not approved and comments are sent after checking, revised drawings are to be submitted within 14 working days. Please note that for each submission14 working days will be taken to comment. In addition to that, the duration taken to comment on Detail drawings stage will be minimum of 10 working days and maximum is 20 working days

If the party fails to correct after sending comments twice, the party needs to apply again as a new project proposal along with the application fee. This is to encourage carefulness from the client and to maximize efficiency from both stakeholders.

Once the concept drawings are approved, the detail drawings shall comply to the approved concept drawings and if in any case if there are changes to such as floor plans sections and elevations in the detail stage, a revised concept drawings approval should be submitted. It is mandatory to approve concept if the changes need to be brought to aforementioned drawings.

Physical implementation process can be initiated once drawing approval is given by HDC. Any modifications or amendments to the drawings should be informed and applied for approval prior to initiating any physical works on site which contradicts the approved drawings. Drawings and documents mentioned in shop drawings and as-built drawings can be submitted during implementation or after construction prior to applying for building usage permit. With the Successful completion and submission of the documents and drawings and after fulfilling of other mandatory requirements set by the Building Control Unit, Building Usage Permit will be awarded.

2.0 REQUIREMENTS OF THE CONSULTANT

Developer is required to hire a locally registered Project Management (PM) consultant for the quality assurance of the building. The PM consultant should be a 3rd party independent person or a firm that is locally registered under Ministry of National Planning, Housing & Infrastructure. This consultant should be unbiased in the works and while reporting to HDC. The consultant should be hired prior to the commencement of any site works. Once hired, the consultant should approve and submit a Construction Quality Management Plan (CQMP) from the Developer or Contractor before any physical works on site are carried. Duties and responsibilities of the consultant are as follows:

2.1 RESPONSIBILITIES

A. ASSURANCE OF CONSTRUCTION QUALITY

Necessary tests should be carried out on site and off site to ensure the quality of the final product. This includes, but not limited to compressive strength of concrete, tests done to ensure strength of steel, Slump test, Sieve Analysis and material specifications.

B. ASSURANCE OF FINISHING QUALITY

Consultant should ensure that the works are carried out according to the approved standards, methodologies, CQMP and drawings and if not mentioned as per the best practices followed. Consultant should also ensure that all works are carried out using approved materials which meets the standards as per the guidelines and the intended purpose for quality, safety and durability.

C. MATERIAL APPROVAL

All the materials used in the building structure, services and finishing shall be approved by the consultant. In approving the materials, the consultant shall ensure it meets the standards as per the guidelines and the intended purpose for quality, safety and durability. All the records of approved materials and its specifications should be kept and shared to HDC according to the reporting criteria.

D. APPROVE METHODOLOGIES

Prior to commencement of any construction works, Consultant should evaluate, suggest any improvements and approve method statements submitted by the developer. Consultant should ensure that the approved methodologies meet the intended purpose. All the methodology approvals should be kept on record and shared with HDC according to the reporting criteria.

E. ISSUING SITE INSTRUCTIONS

Issued site instructions should be recorded and submitted to HDC as per the reporting criteria.

F. APPROVE AS-BUILT DRAWINGS

The consultant should ensure the approved as-built drawings are accurate and meets onsite physical development.

2.2 REPORTING

All the following reports should be signed or stamped by the consultant. All the monthly reports should be submitted by the consultant before 10th of every month.

A. INTIAL REPORT

- i. Construction Quality Management Plan (CQMP)
- ii. Safety Plan
- iii. Work methodologies

B. MONTHLY REPORT

- i. Project Brief
- ii. Ongoing works and upcoming works for the next month
- iii. Overall construction progress showing the planned vs actual progress in the form of a Gantt chart
- iv. Accidents report
- v. Challenges faced during implementation
- vi. Test & Analysis reports
- vii. List of attended inspections and its reports
- viii. List of instructions given on site
- ix. Documentation of approved methodologies
- x. Documentation of approved materials

C. PROJECT COMPLETION REPORT

- i. Summary of Project
- ii. Challenges faced during the implementation
- iii. Maintenance requirements
- iv. Services systems manuals
- v. As-Built Drawings