**Request for Proposals**

**(Proposal Document)**

INTERNATIONAL COMPETITIVE PROCUREMENT

**DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER MULTI-SPECIES HATCHERY AND ALLIED FACILITIES ON THE ISLAND OF MAANAAGALAA, GAAFU ALIF ATOLL, MALDIVES**

**Sustainable Fisheries Resources Development Project, Maldives**

**November 2020**

**Issued By:**

National Tender

Ministry of Finance

Republic of Maldives

**Government of Maldives**

**INTERNATIONAL COMPETITIVE PROCUREMENT**

**DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER MULTI-SPECIES HATCHERY AND ALLIED FACILITIES ON THE ISLAND OF MAANAAGALAA, GAAFU ALIF ATOLL, MALDIVES**

**RFP Reference No.** MV-MOFA-59367-CW-RFP

**PROJECT:** Sustainable Fisheries Resources Development Project

**OWNER:** Ministry of Fisheries, Marine Resources and Agriculture, Government of Maldives

**ISSUED ON: \_November 22, 2020**

**National Tender, Ministry of Finance,  
Ameenee Magu, Male’ 20379  
Republic of Maldives**

**Specific Procurement Notice**

Reference Number: (IUL)13-K/13/2020/274 Project Number: TES/2020/W-096

**REQUEST FOR PROPOSALS**

**Design, Build, Finance, Operate, Maintain and Transfer Multi-Species Hatchery and Allied Facilities at Maanaagalaa, Gaafu Alif Atoll, Maldives**

**Grant No.: D175-MV**

**RFP No: MV-MOFA-59367-CW-RFP**

1. The Republic of Maldives has received financing from the World Bank toward the cost of the **Sustainable Fisheries Resources Development Project** and intends to apply part of the proceeds toward payments under the Concession for **Design, Build, Finance, Operate, Maintain and Transfer Multi-Species Hatchery and Allied Facilities on the island of Maanaagalaa, Gaafu Alif Atoll, Maldives**.
2. The Ministry of Finance, on behalf of Ministry of Fisheries, Marine Resources and Agriculture (“the Employer”) invites sealed proposals from eligible proposers for the **Design, Build, Finance, Operate, maintain and Transfer Multi-Species Hatchery, which is to be set up at Maanaagalaa, Gaafu Alif Atoll.** Construction Period for establishing the Multi-Species Hatchery and completing the allied works is 12 months and Operation and Maintenance period is 20 years. Margin of preference will not be applicable to this procurement.
3. International Competitive Procurement will be conducted using Request for Proposals (RFP) with a Two-Envelope Proposal Process as specified in the World Bank’s Procurement Regulations for IPF Borrowers, July 2016, Revised November 2017 and August 2018 - referred to as “Procurement Regulations”, and is open to all eligible Proposers as defined in the Procurement Regulations.
4. Qualification requirements as listed briefly below are required to be fulfilled by the Proposer:

**Financial**

* 1. Proposer shall have Net worth of minimum USD 5 million in each of the last 3 financial years.
  2. Proposer shall demonstrate how the Project will be financed if the Contact is awarded - by submitting along with its Proposal a “Tentative Investment Plan” and a “Tentative Financing Plan”.

**Technical**

* 1. Proposer shall have experience of operating and maintaining successfully at least one Marine Finfish Hatchery, using any technology, with annual production of minimum 2.5 million fingerlings for a period of 3 years;
  2. Proposer or its Nominated Sub-Contractor has the experience of operating and maintaining successfully at least one Milkfish Hatchery with annual production of minimum 10 tonnes for a period of 3 years;
  3. Proposer or its Nominated Sub-Contractor/sub-consultant has designed at least one Marine Finfish Hatchery and one Milkfish Hatchery, using the same technology as offered in the Proposal during the last 7 years.
  4. Proposer or its Nominated Sub-Contractor has successfully developed, built and commissioned at least one Hatchery with annual production capacity of minimum 2.5 million Grouper fingerlings during the last 7 years which has been operating successfully for a period of minimum 1 year.

For the complete eligibility and qualification requirements, Proposers should refer to the Proposal Document.

1. To obtain further information and inspect the Proposal Documents, Bidders should contact:

Ms. Fathimath Rishfa Ahmed

Procurement Executive

National Tender

Ministry of Finance,  
Ameenee Magu, Malé,

20379

Republic of Maldives,  
Tel: (960) 3349106, (960) 3349113  
E-Mail: [mohamed.mafaaz@finance.gov.mv](mailto:mohamed.mafaaz@finance.gov.mv)

[tender@finance.gov.mv](mailto:tender@finance.gov.mv)

1. Interested proposers shall register with the Ministry of Finance, from **19th November 2020 to 04th January 2021** by:
2. payment of a non-refundable Registration fee of **MVR 1,500.00 (Maldivian Rufiyaa One Thousand Five Hundred) or USD 100.00 (United States Dollar One Hundred)**, through our online payment portal - **Ban'deyri Pay** (<https://bandeyripay.finance.gov.mv/>), or by electronic transfer to a designated bank account, information of which can be requested through email to above given email addresses, and;
3. Once the payment has been confirmed, the proposer shall be registered upon submitting in person or by electronic mail, the following information:
   * + Name and Address of the Proposer
     + Name, Email address and contact number of the Contact Person(s)
     + Copy of the Payment/Transaction Receipt.
4. A complete set of proposal documents and related documentation shall be available on the Ministry of Finance website [www.finance.gov.mv](http://www.finance.gov.mv) for downloading. The Ministry of Finance shall not be held liable for any information not received by the proposer, and it is the proposer’s responsibility to verify the website for the latest information related to this request for proposal.
5. A pre-proposal meeting will be held online, details of which will be provided to all registered proposers as well as proposers who submit by email their interest to attend the meeting before 1400 hours on 07th December 2020.
6. The proposer shall furnish a proposal security of **MVR 385,500** or **USD 25,000** or an equivalent amount in a freely convertible currency for the project. The proposal security shall be valid for 165 days from the date of proposal opening.
7. Deliver your proposals:

* to the address above
* on or before **1100 hours Maldivian Time on 05th January 2021**
* together with proposal security as described in Clause 9

Late proposals will be rejected.

Technical proposals (Technical Part) will be opened immediately after the deadline for proposal submission in the presence of proposers representatives who choose to attend, whereas the Financial proposals (Financial Part) shall remain sealed and unopened and shall be placed locked. The Financial proposals of only Technically Responsive and Qualified Proposers shall be opened after Technical Evaluation, whereas, the Financial proposals of those Proposers whose Technical proposals are not responsive and qualified shall be returned unopened after the contract is awarded.

**INSTRUCTION TO PROPOSERS**

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INSTRUCTIONS TO PROPOSERS

# Introduction

## Source of Funds & Scope of work

1. The Borrower or Recipient (hereinafter called “Borrower”) specified in the **Proposal Data Sheet** **(PDS)** has received financing (hereafter called “funds”) from the International Development Association (hereinafter interchangeably called “the World Bank” or “the Bank”) in an amount indicated in the **PDS** toward the cost of the Project named in the **PDS**. The Borrower intends to apply a portion of the funds to eligible payments under the Concession indicated in the **PDS** for which this Proposal Document is issued.
2. Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. The scope of work is to undertake the Project “Design, Build, Finance, Operate, Maintain and Transfer the Multi-Species Hatchery and Allied Facilities with planned expansion during the Operation Period of 20 (twenty) years” (the “Project”). The Project involves planned expansion so as achieve minimum installed capacity at the commencement of operations and in the last year (i.e. twentieth year) of operation at the levels indicated in the **PDS.** The Concessionaire shall operate and maintain the Multi-Species Hatchery in accordance with provisions of Concession Agreement for a period of 20 (twenty) years after successful commissioning and testing of the Multi-Species Hatcheryat the place indicated in the **PDS.**
4. The Authority **named in the PDS** has decided to carry out the Proposal Process for selection of an entity (the Proposer) to whom the Project may be awarded. The Authority shall make available to the Concessionaire the island/site designated for establishing the Multi-Species Hatchery and allied works for this facility. The Authority shall also provide access to/use of the **associated facilities** when these are created at the site as indicated in the **PDS.**
5. The Selected Proposer, which is **either** a company incorporated under The Companies Act of The Republic of Maldives, 1996 **or** undertakes to incorporate or register as such prior to execution of the concession agreement (the “**Concessionaire**”), shall be responsible for Designing, Building, Financing, Operation, Maintenance and Transfer of the Project in accordance with the provisions of a Concession Agreement (the “**Concession Agreement**”) to be entered into between the Selected Proposer (Concessionaire) and the Authority in the form provided by the Authority as part of the Proposal Documents pursuant hereto. The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
6. The Selected Proposer (Concessionaire) shall adopt the most appropriate and techno economically feasible technology and design the Multi-Species Hatchery ensuring that the design standards and the performance standards specified in the Concession Agreement and related Schedules are satisfied along with other conditions as may be applicable under the law.

## Eligible Proposers

### A Proposer may be a firm that is a private entity, or a government-owned entity—subject to ITP Section 1.2.6. or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Concession in accordance with the terms of the Concession Agreement. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Proposal Process and, in the event the JV is awarded the Concession, during execution of the Concession Agreement. Unless specified otherwise in the **PDS**, there is no limit on the number of members in a JV.

### A Proposer could be a Single Entity or a Joint Venture.

#### (1) If the Proposer which is a Single Entity is awarded the Concession, it shall form an appropriate Special Purpose Company, hereinafter referred to as “Concessionaire”, incorporated under Companies Act of The Republic of Maldives, 1996, to execute the Concession Agreement and implement the Project. The Selected Proposer shall maintain hundred percent of the subscribed and paid up equity of the Concessionaire, subject to sub-paragraph (a) below.

###### (a) The Selected Proposer, may, with the prior written approval of the Authority, which shall not be unreasonably withheld, reduce its shareholding to not below 51% (fifty one percent) of the subscribed and paid up equity share capital of the Concessionaire and 10% (ten percent) of the Total Project Cost, after the date falling two years after the Commercial Operation Date.

#### (2) In the event a Joint Venture Proposer is awarded the Concession, members of the JV shall form an appropriate Special Purpose Company, hereinafter referred to as “Concessionaire”, incorporated under Companies Act of The Republic of Maldives, 1996. It shall, in addition to forming the Concessionaire, comply with the following additional requirements:

###### (a) Members of the JV shall nominate one member as the lead member (the “Lead Member”), who shall be responsible for all the acts and deeds of all the JV members. The nomination(s) shall be supported by a Power of Attorney, as per the format provided under **Annexure A- Part K (JV2)**, signed by all the other members of the JV;

###### (b) The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;

###### (c) Members of the JV shall enter into a binding Joint Venture Agreement, for the purpose of submitting a Proposal. The Joint Venture Agreement, to be submitted along with the Proposal, shall, inter alia:

(i) Convey the intent to form Special Purpose Company, referred to as “Concessionaire”, with shareholding / ownership equity commitment(s) in accordance with the provisions of Para 2 (c) of Annexure A – Part H, which would sign the Concession Agreement and subsequently perform all the obligations of the Concessionaire, in case JV’s Proposal is accepted;

(ii) Clearly outline the proposed roles and responsibilities of each member; and

(iii) Include a statement to the effect that all members of the JV shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project as per the terms and conditions of the Concession Agreement.

### Proposer shall not have a conflict of interest. All Proposers found to have a conflict of interest shall be disqualified. A Proposer may be considered to have a conflict of interest for the purpose of this Proposal Process, if the Proposer:

* 1. directly or indirectly controls, is controlled by or is under common control with another Proposer; or
  2. receives or has received any direct or indirect subsidy from another Proposer; or
  3. has the same legal representative as another Proposer; or
  4. has a relationship with another Proposer, directly or through common third parties, that puts it in a position to influence the Proposal of another Proposer, or influence the decisions of the Authority regarding this Proposal Process; or
  5. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Proposal; or
  6. any of its affiliates has been hired (or is proposed to be hired) by the Authority or Borrower as Project Manager for the implementation of the Concession; or
  7. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **PDS** ITP 1.1 (a) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  8. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Proposal Document or specifications of the Concession, and/or the proposal evaluation process of such Concession; or (ii) would be involved in the implementation or supervision of such Concession unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Concession.

### A firm that is a Proposer shall not participate in more than one Proposal, except for permitted alternative Proposals. This includes participation as a subcontractor in other Proposals. Such participation shall result in the disqualification of all Proposals in which the firm is involved. A firm that is not a Proposer may participate as a sub-contractor in more than one Proposal.

### A Proposer may have the nationality of any country, subject to the restrictions pursuant to ITP Section 1.2.8. A Proposer shall be deemed to have the nationality of a country if the Proposer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Concession including related Services.

### A Proposer that has been sanctioned by the Bank in accordance with the ITP Section 6.8, including in accordance with the Bank’s Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants (“Anti-Corruption Guidelines”), shall be ineligible to be prequalified for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available as **specified in the PDS.**

### Proposers that are State owned enterprises or institutions in the Authority’s Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Authority.

### A Proposer shall not be under suspension from bidding/proposing by the Authority as the result of the operation of a Proposal–Securing or Proposal-Securing Declaration.

### Firms and individuals may be ineligible if so indicated in **Annexure A Part G** and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITP Section 1.2.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

### A Proposer shall provide such evidence of eligibility satisfactory to the Authority, as the Authority shall reasonably request.

### A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment:

* 1. relates to fraud or corruption; and
  2. followed a judicial or administrative proceeding that afforded the firm adequate due process.

## Eligible Materials, Equipment, and Services

The materials, equipment and services to be supplied under the Concession Agreement and financed by the Bank may have their origin in any country, subject to the restrictions specified in **Annexure A - Part G -** Eligible Countries, and all expenditures under the Concession Agreement will not contravene such restrictions. At the Authority’s request, Proposers may be required to provide evidence of the origin of materials, equipment and services.

## Inspection and Audit

The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.8. In further pursuance of this policy, Proposers shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, proposal submission, and performance under the Concession (in the case of award), and to have them audited by auditors appointed by the Bank.

## Cost of Proposing

The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Authority will in no case be responsible for these costs, regardless of the conduct or outcome of the Proposal Process.

# THE PROPOSAL DOCUMENT

## Content of Proposal Document

The nature of the services, the site and the facilities that are to be designed, built, financed, operated, maintained, and transferred by the Successful Proposer (Concessionaire), the procedures that are to be followed during the Proposal Process and the terms and technical requirements of the Concession are prescribed in the Proposal Document. The Proposal Document consist of:

1. the Instructions to Proposers (ITP);
2. the Proposal Data Sheet;
3. Annex A to the Proposal Document – Forms
4. Letter of Proposal – Technical Part
5. Form of Proposal Security
6. Not Applicable - Deleted (Form of Proposal Securing Declaration)
7. Form of Performance Security
8. Format of Curriculum Vitae for Proposed Key Staff
9. Form for Clarification Questions
10. List of Eligible Countries
11. Qualification Criteria
12. Information Forms
13. Declaration Format for availing customs/excise duty exemption
14. (JV1). Letter of Intent by JV Members
15. (JV2). Power of Attorney for Joint Venture
16. (JV3) - Undertaking by Joint Venture Members
17. Letter of Proposal – Financial Part
18. Price Schedules
19. Annex B to the Proposal Document consisting of:
20. Draft Concession Agreement; and
21. Schedules.
22. Addenda to the documents listed in ITP Section 2.1 (a) (1) to (4), if any are issued by the Authority.

The Specific Procurement Notice - Request for Proposals (RFP) issued by the Authority is not part of the Proposal Document.

### The documents listed in ITP Section2.1.a(1), (2), (3), (4), and (5) are collectively the “Proposal Document”.

### Each Proposer shall examine all instructions, terms and conditions, forms, specifications and other information contained in the Proposal Document. If the Proposer fails to provide all documentation and information required by the Proposal Document; or submits a Proposal which is not substantially responsive to the terms and conditions of the Proposal Document, such action is at the Proposer’s risk and the Authority may determine that the Proposal is non-responsive to the Proposal Document and may reject it.

## Clarification of Proposal Document

1. A prospective Proposer requiring any clarification of the Proposal Document may notify the Authority in writing by mail, courier, fax or hand delivery at the Authority’s mailing address indicated in the **Proposal Data Sheet**. Similarly, if a Proposer feels that any important provision in the Proposal Document, such as those listed in ITP Section 3.3, will be unacceptable, such an issue must be raised during the clarification stage.
2. All such queries and requests for clarification shall be submitted using the Form for Clarification Questions contained in Annex A to the Proposal Document.
3. The Authority will respond in writing to any request for clarification or modification of the Proposal Document that it receives on the Form for Clarification Questions no later than the date set out in the timetable in the **Proposal Data Sheet**. Written copies of the Authority’s response, including an explanation of the query but not identification of its source, (the “Response to Questions Document”) will be sent to all prospective Proposers that have received the Proposal Document. If similar or repeated queries are made by Proposers, the Authority may list those queries as one query & respond to such query only once.

## Site Visit

1. Each Proposer is advised to visit and inspect the site of the proposed Multi-Species Hatchery and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal and entering into the Concession Agreement. The Authority will schedule a time on or after the date set out in the timetable specified in the **Proposal Data Sheet** and develop a procedure for Proposers to conduct a Site Visit. The costs of visiting the site shall be at the Proposer’s own expense.
2. Each Proposer and any of its personnel or agents will be granted permission by the Authority to enter upon its premises and lands for the purpose of such a Site Visit, but only upon the express condition that the Proposer, its personnel and agents will release and indemnify the Authority, the Borrower and their personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the Site Visit.

## Data Room and Background Information

Authority shall establish a data room (the “Data Room”) at the location specified in **Proposal Data Sheet** with a collection of relevant data to be accessible to Proposers or their representatives until the deadline for submission of Proposals (the “Submission Deadline”).

## Pre-Proposal Meeting

Each prospective Proposer is invited to attend a Pre-Proposal Meeting, which will take place at the venue and time stipulated in the **Proposal Data Sheet**. While attendance at the pre-Proposal meeting is not mandatory, Proposers are strongly encouraged to attend. The purpose of the pre-Proposal meeting is to provide a technical presentation and to clarify issues and answer questions on any matter that may be raised at the meeting. Each prospective Proposer is requested, as far as possible, to submit any question in writing to reach the Authority not later than one week before the pre-Proposal meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Minutes of the pre-Proposal meeting including the text of the questions asked by Proposers, without identifying the source, and the responses given, together with any responses prepared after the meeting will be transmitted without delay to all prospective Proposers that have been issued Proposal Document. Any modification to the Proposal Document that may become necessary as a result of the pre-Proposal meeting shall be made by the Authority exclusively through the issue of an addendum pursuant to ITP Section 2.6 and not through the minutes of the pre-Proposal meeting. The proceedings of the pre-Proposal meeting, and the reply to the queries and corrigendum/addendum, if any, will also be uploaded on the website specified in the **Proposal Data Sheet**. Nonattendance at the pre-Proposal meeting will not be a cause for disqualification of a Proposer.

## Amendment of Proposal Document

1. At any time prior to the Submission Deadline, the Authority may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Proposer, amend the Proposal Document by addendum. No other communications of any kind whatsoever, including, without limitation, the minutes of the pre-Proposal meeting or the Response to Questions Document, shall modify the Proposal Document.
2. Addenda, if any, will be sent in writing by air mail, courier, electronic mail or facsimile to all prospective Proposers and will be binding on them. Proposers shall immediately acknowledge receipt to the Authority of any such amendment, and it will be assumed that the information contained therein has been taken into account by the Proposer in its Proposal. Such Addenda will also be uploaded on the website specified in the **Proposal Data Sheet**.
3. In order to afford prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, the Authority may, at its discretion, extend the Submission Deadline, in which case, the Authority will notify all prospective Proposers in writing of the extended deadline.

## Contact with the Authority for the Purpose of Clarification

The prospective Proposers shall contact only the persons named at the addresses in the **Proposal Data Sheet** for the purpose of requesting information and clarification or for any other purpose relating to the Proposal Process. The prospective Proposers shall not contact any other person at the Authority during the Proposal Process. From the time of Proposal Opening to the time of Letter of Acceptance, if any Proposer wishes to contact the Authority on any matter related to the Proposal Process, it may do so in writing.

## Information provided by the Authority/Proposer’s Due Diligence

1. Each Proposer is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and for seeking any other independent advice necessary for the preparation of Proposal, negotiation of agreement, and the subsequent delivery of all services to be provided by the Proposer that has been successful in the Proposal Process (the “Successful Proposer”).
2. No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Authority or its advisors, employees, consultants or agents, for the completeness or accuracy of any information contained in the Proposal Document or the Response to Questions Document, or provided during the Proposal Process or during the term of the Concession Agreement. The Authority and its advisors, employees, consultants and agents shall not be liable to any person or entity as a result of the use of any information contained in the Proposal Document or the Response to Questions Document, or provided during the Proposal Process or during the term of the Concession Agreement.
3. Proposers shall not rely on any oral statements made by the Authority or its advisors, employees, consultants or agents.
4. All Proposers shall, prior to submitting their Proposal, review all requirements with respect to corporate registration and all other requirements that apply to companies that wish to conduct business in the Authority’s country. The Proposers are solely responsible for all matters relating to their legal capacity to operate in the jurisdiction to which this Proposal Process applies.

## Timetable

1. The estimated timetable, from the issuance of the Proposal Document to the identification by the Authority of the Successful Proposer and the execution of the Concession Agreement, is set out in the **Proposal Data Sheet**.
2. The Authority may, in its sole discretion and without prior notice to the Proposers, amend the estimated timetable specified in the **Proposal Data Sheet**. Proposers shall not rely in any way whatsoever on the estimated timetable specified in the **Proposal Data Sheet** and the Authority shall not incur any liability whatsoever arising out of amendments to the estimated timetable. The Authority shall give notice of timetable changes, if any, by addenda.

# PREPARATION OF PROPOSALS

## Language of Proposal

The Proposal prepared by the Proposer, all correspondence and document related to the Proposal exchanged by the Proposer and the Authority and the Proposal Process shall be written in the language specified in the **Proposal Data Sheet**, provided that any printed literature furnished by the Proposer may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in the language specified in the **Proposal Data Sheet**, in which case, for purposes of interpretation of the Proposal, the translation shall govern.

## Documents Comprising the Proposal

1. The Proposal shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Proposal Process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original Proposal”.
2. The **Technical Part** of Proposal shall contain the following:
3. **Part I** – **Technical and Staffing Information** in accordance with ITP Section 3.3;
4. **Part II - Proposal Security** in accordance with ITP Section 3.4;
5. **Part III - Letter of Proposal** **– Technical Part, and Qualification Information** in accordance with ITP Sections 3.5 (a) and 3.5 (b);
6. **Part IV - Joint Venture Documents and Requirements** in case of a JV Proposer, in accordance with ITP Section 3.5A;
7. **Part V –** **Authorization** in the form ofawritten confirmation (power of attorney) authorizing the signatory of the Proposal to commit the Proposer, in accordance with ITP Section 3.6;
8. **Part VI – Pre-Printed Literature** – may be submitted by the Proposer if it wishes to do so in accordance with ITP Section 3.7;
9. **Proposer’s Eligibility:** To establish Proposer’s eligibility to Proposal in accordance with ITP Section 1.2, Proposers shall complete the Letter of Proposal - Technical Part, included in Annex A to the Proposal Document - Proposal Forms;
10. **Initialed Draft Concession Agreement and Schedules** in accordance with ITP Section 3.13 (b); and
11. any other document **required in the PDS**.
12. The **Financial Part** shall contain the following:
    * + 1. **Letter of Proposal – Financial Part:** prepared in accordance with ITP Sections 3.8 to 3.10 – along with a “Tentative Investment Plan” and a “Tentative Financing Plan” in accordance with ITP 3.8;
        2. **Price Schedule** completed in accordance with ITP Sections 3. 8 to 3.10;
        3. any other documentrequired **in the PDS.**
13. The Technical Part shall not include any information related to the Proposal price. Where material financial information related to the Proposal price is contained in the Technical Part the Proposal shall be declared non-responsive.
14. The Proposer shall furnish in the Letter of Proposal – Financial Part, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Proposal in accordance with ITP Section 3.8.

## Technical Section – Part I – Technical and Staffing Information

The Proposer, while making his technical proposal shall consider the following aspects.

1. The Authority shall make available the island/site allocated for this facility as indicated in the Proposal Data Sheet clause 1.1 (d) for setting up of Multi-Species Hatchery.

The proposers will be free to offer Multi-Species Hatchery based on a technology of their choice.

The status of availability and ownership of the island/site is specified in the **Proposal Data Sheet.**

1. The Concessionaire shall design and construct the Multi-Species Hatchery with installed capacity as indicated in the Proposal Data Sheet clause 1.1 (c) which shall require the Authority’s approval. Design of the facility proposed by the Concessionaire shall meet the functional and performance requirements and for this purpose, proposed design will be subject to verification, validation, and certification etc. by Expert Panel(s) as **specified in PDS,** before being approved by the Authority.
2. **Part I of the Technical Section** of the Proposal shall consist of the various sub-parts in the following order:
3. An executive summary of the Technical Section;
4. A detailed Design-Build work plan including a detailed program timetable (the “Design-Build Work plan”) setting out the manner in which the Proposer proposes to carry out the Design-Build services during Construction Period as defined in the Draft Concession Agreement and meet the Design-Build technical standards in accordance with ‘**Schedule-D** **– Specifications and Standards**’. The Design-Build Work plan shall be divided into the following sections:
5. A well-defined proposal for the technology proposed by the Proposer with evidence that the technology shall meet the service standards and the environmental norms.
6. A section entitled “Drawings” which consists of conceptual drawings that are sufficiently detailed to communicate the Proposer’s Design intent for all components of the proposed Multi-Species Hatchery. The conceptual drawings shall include the following:
7. A site plan showing the location of the Multi-Species Hatchery, related civil works, alignment and limits to the construction activities. The site plan / layout shall include layout of internal roads, if any, location of administrative office and any other features for safe and efficient working during operations and maintenance.
8. A site plan showing all proposed works including those listed in the **Proposal Data Sheet**;
9. A detailed narrative in support of the conceptual drawings setting out the Proposer’s plan for compliance with the requirements of Design-Build Services as specified in Schedule-B, and the technical standards set out in Schedule-D – Specifications and Standards. The Technical Section should include construction quality assurance and control;
10. A detailed program and schedule setting out the proposed sequence of works to be undertaken, including estimated start date, finish date and time allocations for individual units of the works, proposed resources to be allocated and the identification of all major milestones, including the submission of schematic Design documents, Design development documents, and Design-Build Documents; and
11. An itemized list of the principal codes of practice and standards proposed to be used for the Design-Build Services;
12. A section specifying setting up of a captive solar power plant of adequate capacity to meet partially the energy requirements of the facility and offices and Staff quarters – duly considering the maximization of solar power generation through roof top solar panels. This is aimed at saving the fuel cost through reduced usage of Diesel Generating Sets provided as a part of the Ancillary Facilities at the Project Site by the Authority. Clause 4.6 of Schedule-A may be referred to for details.
13. A section entitled “Plant and Equipment and Concessionaire’s Equipment” which consists of a list of proposed suppliers of major Plant and Equipment and Concessionaire’s Equipment (Design-Build) and Concessionaire’s Equipment (Operations), including:
14. Plant and equipment;
15. Materials and principal construction materials.

For all items listed in the proposal in reference to ITP Section 3.3 (e) 5, the Proposers shall provide either catalogues or detailed information with respect to manufacturer and source, model designation, primary specifications, and year of manufacture, as applicable.

1. A detailed work plan (the “Operations Work Plan”) setting out the manner in which the Proposer proposes to carry out the operation and maintenance of the Multi-Species Hatchery as set out in Article 17 of the Draft Concession Agreement and meet the operating technical standards in accordance with Specifications and Standards specified in Schedule-D. The Operations Work Plan shall contain a section entitled “Operation and Maintenance Plan” which provides an overview of the Proposer’s proposed plans and programs for Multi-Species Hatchery maintenance and operations.
2. A detailed staffing plan (the “Staffing Plan”) setting out the Proposer’s proposed staffing arrangements for the carrying out the Design-Build and Operations Services. The Staffing Plan shall be divided into the following sections:
3. Two sub-sections, (one for the Design-Build Services and one for the Operations Services) each entitled the “Staffing Chart” and each consisting of a chart setting out a list of all proposed positions of the Concessionaire’s Personnel, the role of each position, the duration of existence of the position, and the location of the staff person filling the position during the periods of assignment to carry out the Design-Build and Operations Services;
4. A section entitled “Summary of Staff Qualifications” which consists of a summary table setting out,
5. For the Key Staff positions, the names of the Proposer’s employees who will occupy the Key Staff positions during Construction Period (Design-Build Services); and
6. All proposed positions for the Proposers’ Key Personnel and the qualifications, years of experience and areas of expertise, including a clear indication of the expertise that the staff will provide consistent with the requirements set out in the **Proposal Data Sheet** for each of the proposed positions; The Proposer’s personnel as indicated in the Proposals shall not be changed during the Construction Period of the Concession Agreement. In case the selected Proposer intends to change the key staff, such change will be subject to approval from the Authority on justification provided by the successful Proposer. The replaced key staff shall have to be of equivalent or higher qualification and experience.
7. A section entitled, “Curriculum Vitae” which contains the signed curriculum vitae for each of the Key Staff, in the format set out in Annex A to the Proposal Document;

For the purpose of ITP Section 3.3(c) 7(c), “Key Staff” means those individuals that will fill the positions listed/referred to in the **Proposal Data Sheet**; and

1. A list of all Nominated Sub-Contractor and sub-consultants and a detailed description of the services to be carried out or the Plant and Equipment to be provided by the Nominated Sub-Contractor and sub-consultants. The Proposer shall provide the name and nationality of all Nominated Sub-Contractor and sub-consultants. The Proposer shall ensure that all Nominated Sub-Contractor and sub consultants comply with ITP Section 1.2. The Proposer shall not exceed the maximum percentage of sub-contracting and sub-consulting set out in **Proposal Data Sheet**.
2. Proposer shall consider requirement of implementation of the Environmental Management Plan (EMP) for the proposed Multi-Species Hatchery and allied works at Site. The Authority will arrange preparation of a revised Environment Impact Assessment including the EMP, after the Design of the Facility has been finalized and approved. The selected Proposer (Concessionaire) shall implement the EMP by suitably adjusting, if necessary, the design of the Facility and allied works.

## Technical Section – Part II – Proposal Security

1. In Part II of the Technical Section of its Proposal, the Proposer shall furnish, as part of its Proposal, a Proposal Security as **specified in the PDS**, in original form and, in the case of a Proposal security, in the amount and currency specified in the PDS. The Proposal Security of a Joint Venture must define as “Proposer” all Joint Venture Members and list them in the following manner:

“a Joint Venture consisting of ‘.......’, ‘..........’ and ‘............’.

1. If a Proposal Security is specified pursuant to ITP 3.4 (a)*,* the Proposal Security shall, at the Proposer’s option, be in the form of a certified cheque, but only if the certified cheque shows a validity date, or irrevocable letter of credit or a bank guarantee from a reputable bank or insurance company selected by the Proposer. If the institution issuing the security is located outside the country of the Borrower, it shall have a correspondent financial institution located in the country of the Borrower to make it enforceable. The format of any bank guarantee provided by a Proposer shall be in accordance with the form of Proposal Security contained in Annex A to the Proposal Document. The Proposal Security shall be valid for **45 days** beyond the original validity period of the Proposal, or beyond any period of extension if requested by the Authority in accordance with ITP Section3.12 (b).
2. If a Proposal Security is specified pursuant to ITP Section 3.4 (a), any Proposal not accompanied by a substantially responsive Proposal Security shall be rejected by the Authority as non-responsive.
3. If a Proposal Security is specified pursuant to ITP Section 3.4 (a), the Proposal Security of the unsuccessful Proposers will be returned as promptly as possible, upon the successful Proposer signing the Concession Agreement and furnishing the required Performance Security.
4. The Proposal Security of the Successful Proposer shall be returned as promptly as possible once the Successful Proposer (Concessionaire) has signed the Concession Agreement and furnished the required Performance Security as set out in the Concession Agreement and ITP Section 6.5. Until the Performance Security is submitted by the Selected Proposer to the Authority, the Selected Proposer shall ensure that the validity of Proposal Security is kept extended.
5. The Proposal Security may be forfeited,
6. If the Proposer withdraws its Proposal during the Proposal Validity Period; or
7. If the Successful Proposer fails to
8. Sign the Concession Agreement in accordance with ITP Section 6.4; or
9. Furnish the Performance Security to the Authority in accordance with ITP Section 6.5.
10. If a Proposal Security is not required in the PDS, pursuant to ITP Section 3.4 (a), and
11. If a Proposer withdraws its Proposal during the period of Proposal validity specified by the Proposer in the Letters of Proposal; or
12. If the successful Proposer fails to sign the Concession Agreement in accordance with ITP Section 6.4;

The Authority may, if provided for **in the PDS**, declare the Proposer ineligible to be awarded a contract/concession by the Authority for a period of time as **stated in the PDS.**

## Technical Section – Part III – Letter of Proposal – Technical Part and Qualification Information

1. In Part III of the Technical Section of its Proposal, each Proposer shall provide a completed Letter of Proposal - Technical Part in the same form and substance contained in **Annex A** to the Proposal Document.
2. In Part III of the Technical Section of its Proposal, the Proposer shall submit Information Forms duly completed to evidence compliance with the Qualification Criteria provided in the Annexure A - Part H. The Information Forms are provided in the Annex A to the Proposal Document – Proposal Forms.

## 3.5A. Technical Section – Part IV - Joint Venture Documents and Requirements

1. Each Joint Venture Proposer shall submit, as Part IV of the Technical Section of its Proposal, a written commitment, in the form of a letter duly executed by an authorized officer of each joint venture participant which,
2. Confirms each joint venture participant’s commitment to the joint venture and acceptance of the joint venture arrangements described in the Proposal in accordance with ITP Section 1.2.2 and the sub-clause (b) below;
3. Confirms each joint venture participant’s willingness to incorporate the Special Purpose Company, referred to as “Concessionaire” and to provide a joint and several guarantee to the Authority to underwrite the performance of the joint venture in respect of the Concession Agreement in accordance with the sub-clause d below; and
4. Identifies which joint venture participant,
5. Will assume the leading role on behalf of the other joint venture participants; and
6. Will have the authority to commit all joint venture participants.
7. A copy of the Joint Venture Agreement entered into by the Members (JV Members) shall be submitted with the Proposal. Alternatively, a Letter of Intent as per format provided under Annexure A - Part K (JV1) to form a SPC in the event of a successful Proposal shall be signed by all Members and submitted with the Proposal together with a copy of the proposed Agreement, clearly indicating the objectives of the joint venture, the proposed management structure, the contribution of each participant to the joint venture operations, the commitment of the participants to joint and several liability for performance of the Concession Agreement, recourse or sanctions within the joint venture in the event of default or withdrawal of any participant, and arrangements for providing the required indemnities.
8. In accordance with sub-clause a (3) above, one of the Joint Venture Members which is responsible for performing a key function in executing a major component of the proposed Concession shall be nominated the “Lead Member” and will be in charge during the Proposal Process and, in the event of a successful Proposal, all the joint venture Members shall form a Special Purpose Company (Concessionaire) as per ITP Section 1.2.2, for execution of the Concession. Power of Attorney signed by legally authorized signatories of each of the Joint Venture Members in favour of the Lead Member as per proforma enclosed in **Annexure A - Part K (JV2)** shall be submitted as part of the Proposal.
9. If the Successful Proposer is a Joint Venture to whom the Concession is awarded, all Members of the Joint Venture shall form a Special Purpose Company, i.e. the “Concessionaire” as per ITP section 1.2.2 and the Concessionaire shall sign and execute the Concession Agreement with the Authority and shall be jointly and severally responsible to Authority for the performance of the Agreement. An undertaking as per proforma enclosed in **Annexure A - Part K (JV3)**, signed by all Joint Venture Members shall be submitted with the Proposal.

## Technical Section – Part V – Authorization

Each Proposer shall provide, as Part V of the Technical Section of its Proposal, a written confirmation (power of attorney) authorizing the signatory of the Proposal to commit the Proposer in accordance with ITP Section 3.13 (c).

## Technical Section – Part VI – Pre-Printed Literature

If the Proposer wishes to provide pre-printed literature about the Proposer or the joint venture participants, that pre-printed literature shall be contained in Part VI of the Technical Section of the Proposal only and shall be separately bound.

## Financial Part of Proposal

1. **Grant:** Proposers are required to submit Proposals for the Project on the basis of the lowest financial grant (the **“Grant”**) required by the Proposer for implementing the Project subject to the conditions laid down in ITP 3.9. A Proposer may, instead of seeking a Grant, offer to pay a premium in the form of revenue share and/ or upfront payment, as the case may be, (the **“Premium”**) to the Authority for award of the Concession. The concession period is pre-determined, as indicated in the Concession Agreement. **The Grant/ Premium amount shall constitute the sole criteria for evaluation of Proposals.** The Project will be awarded to the Proposer quoting the highest Premium, and in the event that no Proposer offers a Premium, then to the Proposer seeking the lowest Grant.
2. Grant shall be payable by the Authority to the Concessionaire and the Premium shall be payable by the Concessionaire to the Authority, as the case may be, as per the terms and conditions of this Proposal Document and the provisions of the Concession Agreement.
3. In this Proposal Document, the term “**Highest Proposer**” shall mean the Proposer, which is offering the highest Premium, and where no Proposer is offering a Premium, the Proposer seeking the lowest Grant.
4. Each Proposer shall submit its Proposal indicating the “Grant” required or the “Premium” offered to be paid to the Authority in the **Letter of Proposal – Financial Part** and properly executed Price Schedule in the forms contained in Annex A to the Proposal Document – Proposal Forms. Proposers shall complete the Letter of Proposal – Financial Part and the Price Schedule in full and shall not amend or change the form in any way.
5. **Tentative Investment Plan:** The Proposer shall submit a “Tentative Investment Plan” proposal which shall include the following:

Statement of the total amount proposed to be invested by the Proposer in the Multi-species Hatchery and Allied Facilities. The investment shall include the amount of Grant which is envisaged for financing the Project during the Construction Period. The Proposer shall indicate how its share of the investment is proposed to be phased over the Construction Period.

The Investment Plan should clearly show how the total amount of (a) investment proposed to be made from the Proposer’s own funds and (b) Grant envisaged to be provided by the Authority will be used. For this purpose, the Proposer shall present statement of estimated cost of the Multi-species Hatchery and Allied Facilities - detailing costs of all assets so as to account for the total amount of investment including Grant.

1. **Tentative Financing Plan**: The Proposer shall submit a “Tentative Financing Plan” clearly stating the amount of debt, equity, subordinated debt, and Grant envisaged for financing the entire Project. The Financial Plan must also contain the source of equity and the plan envisaged for mobilizing debt / subordinated debt in concurrence with the Investment Plan.
2. **Commissions and Gratuities**: The Proposer shall provide detailed information in the Letter of Proposal – Financial Part - listing all commissions and gratuities, if any, paid or to be paid by the Proposer to agents relating to this Proposal or the Concession if the Proposer is awarded the Concession. The Proposer shall list the name and address of any agents, the amount and currency paid or to be paid to the agents and the purpose of the commission or gratuity. If no such commissions and gratuities have been paid, the Proposer shall provide this information in the Letter of Proposal – Financial Part.

## Conditions Applicable to Financial Part of Proposal & Price Schedule

1. Proposers shall quote the “Grant” required or the “Premium” offered to be paid to the Authority for implementing the Project, taking into account the following conditions:
2. **Ancillary** **Facilities:** Ancillary Facilities provided at the Project Site by the Authority, as detailed in Clause 4.6 of Schedule-A, will be available for the use of the Concessionaire and its staff.
3. **Construction Period:** The Concessionaire shall set up the Multi-Species Hatchery and Allied Facilities within the **Construction Period** indicated **in the PDS**, so as to achieve ‘minimum installed capacity’ of the Hatchery at commencement of first year of operation at the level specified in the PDS under ITP 1.1 (c). The Concessionaire shall bear entire costs of materials, electrical energy provision, equipment, labour, temporary works required for the construction, consumables, acquisition of all permits/ approvals/ licenses, duties and taxes and all related items of work necessary for setting up the Multi-Species Hatchery and making it fully functional in compliance with the provisions of the Concession Agreement.
4. **Operating & Maintenance Costs**: The Concessionaire shall bear all operating and maintenance costs - including costs of skilled and unskilled manpower, establishment, consumables, electrical energy consumption, any taxes payable as a result of the commercial activity, replacements of any materials and equipment, routine maintenance and periodic maintenance of the Multi-Species Hatchery during the Operations.
5. **Expansion of Capacity**: Progressive expansion of the capacity of the Multi-species Hatchery shall be financed by the Concessionaire from its own resources or revenues from sale of the products of the Facilities so as to achieve ‘minimum installed capacity’ at the commencement of twentieth year of operation of the level specified in the PDS under ITP 1.1 (c). The revenues will be available from the sale of (i) groupers and sea cucumber fingerlings, and milkfish[[1]](#footnote-2) fry to be produced at the Multi-Species Hatchery and (ii) production, if any, from grow out area in the 78 ha of lagoon under the lease right given by the Authority.
6. **Duties and Taxes:** All duties, taxes, and other levies payable shall be to the Concessionaire’s account. However, the Concessionaire can claim waiver of Excise Duty on domestic goods/materials and Customs Duty on all materials, goods, and equipment imported into Maldives during the first 3 years of the Concession Agreement for which necessary certificates will be issued by the Authority. Details of materials for which exemption certificates are sought shall be listed by the Proposer in the Format given at Annexure A – Part J which shall be submitted with the Proposal – Financial Part. To the extent the Authority determines the quantities indicated therein are reasonable keeping in view the work schedule, construction program and methodology, the certificates will be issued, and no subsequent changes will be permitted.

Proposers should note that import of live aquatic animals (including brood stock, juveniles or full-grown fish) into Maldives is not allowed.

1. **Concession Fee:** Concessionaire shall pay the following as Concession fee to the Authority:
   1. **Lease Rent**: Lease rent for the land and lagoon areas of the Island Ga Maanaagalaa, and Ancillary Facilities built and provided by MoFMRA on the Island, from the sixth year of lease at the rates specified in Article 23 of the Draft Concession Agreement; plus
   2. **Profit Share**: Twenty (20) percent of the profit (before tax) made by the Concessionaire during each year of operation of Multi-Species Hatchery and other facilities set up on the Island of Maanaagalaa, Gaafu Alif Atoll, as specified in Article 23 of the Draft Concession Agreement.
2. Proposers are advised to review the following prior to preparation of the Financial Part of Proposal & Price Schedule and its submission:
   1. Draft Concession Agreement; and,
   2. Schedules.

## Financial Section – Proposal Currencies

Proposers shall quote the amount of Grant and the amount proposed to be invested from its own resources in local and foreign currencies as under:

1. For those inputs to the works and the Hatchery that the Proposer expects to use from within the Authority’s country in Maldivian Rufiyaa (MVR); and
2. For those inputs to the works and the Multi-Species Hatchery that the Proposer expects to obtain from outside the Authority’s country in up to any three foreign currencies.

Payment of Grant amount to the selected Proposer (Concessionaire) shall be made in the quoted currency/currencies; foreign currencies up to maximum three may be quoted - apart from local currency. However, if the Proposer quotes “Premium” instead of Grant, the amount shall be quoted in Maldivian Rufiyaa (MVR) and/or US dollar.

## Proposal of Alternatives not to be considered

1. The Proposers shall base their Proposals on the terms and conditions of the Proposal Document and, without limiting the generality of the foregoing, shall,
   1. Submit their prices based on the terms and conditions in the Proposal Document;
   2. Submit their Proposals based on the assumption that the final Concession Agreement will be the same as the Draft Concession Agreement. They shall not base their Proposals on the premise that they may be able to change the Draft Concession Agreement; and
   3. Include in their Proposals the Draft Concession Agreement initialed on each page in accordance with ITP Section 3.13 (b) (iii).
2. No Proposer shall submit a Proposal that contains statements that are inconsistent with the Proposal Document.
3. A Proposer shall not submit a Proposal that proposes an arrangement between the Authority and the Proposer which, in the discretion of the Authority, is different than the arrangement set out in the Proposal Document (an “Alternative Proposal”).The Authority intends to enter into a Concession for Design, Build, Finance. Operate and Maintain a Multi-Species Hatchery based on the terms and conditions of the Proposal Document and the draft Concession Agreement. If a Proposer submits an Alternative Proposal it will be returned to the Proposer and will not be considered, in any way, by the Authority.

## Period of Validity of Proposal

1. Proposals shall remain valid for the period named in the **Proposal Data Sheet** after the Submission Deadline or any extension thereof prescribed by the Authority for the receipt of Proposals, pursuant to ITP Section 3.12 (b). A Proposal valid for a shorter period shall be rejected by the Authority as being non-responsive.
2. In exceptional circumstances, prior to the expiration of the Proposal validity period, the Authority may request Proposers to extend the period of validity of their Proposals. The request and responses thereto shall be made in writing. If a Proposal Security is requested in accordance with ITP Section 3.4, it shall also be extended for 45 days beyond the deadline of the extended validity period. A Proposer may refuse the request without forfeiting its Proposal Security. A Proposer granting the request will not be required nor permitted to modify its Proposal, except as provided in ITP Section 4.4.

## Format and Signing of Proposal

1. Each Proposer shall prepare and submit one signed and initialed original of its Proposal and the number of copies of the Proposal as set out in the **Proposal Data Sheet**, clearly marking one each as “Original Proposal”, “Copy No. 1”, or “Copy No. 2”, etc. as appropriate. In the event of any discrepancy between the copies and the original, the original shall govern.
2. The original and all copies of the Proposal, each consisting of the documents listed in ITP Section 3.2, shall be typed or written in indelible ink. The person or persons duly authorized to bind the Proposer to the Proposal and Concession shall sign the Proposal by,
   1. signing the Letter of Proposal - Technical and Letter of Proposal – Financial;
   2. initialing all of the pages of the original of the Proposal, except for un-amended printed literature; and
   3. Initialing all pages of the Draft Concession Agreement.
3. The authority of the person or persons signing the Proposal to bind the Proposer shall be demonstrated by a written power of attorney included in the Proposal and submitted as Part IV of the Technical Section of the Proposal and which shall bind the Proposer for the full length of the Proposal Validity Period. In the case of a Joint Venture Proposer, Power of Attorney shall be submitted as per the format provided under **Annexure A- Part K (JV2)**.
4. The Proposal shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the Proposal.

# SUBMISSION OF PROPOSALS

## Sealing and Marking of Proposals

1. The Proposer shall deliver the Proposal in **two separate, sealed envelopes** (the Technical Part and the Financial Part.) These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original Proposal”.
2. In addition, the Proposer shall submit copies of the Proposal in the number **specified in the PDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “Copies: Technical Part”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “Copies: Financial Part”. The Proposer shall place both of these envelopes in a separate, sealed outer envelope marked “Proposal Copies”. In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative Proposals are permitted in accordance with ITP Section 3.13, the alternative Proposals shall be submitted as follows: the original of the alternative Proposal Technical Part shall be placed in a sealed envelope marked “Alternative Proposal – Technical Part” and the Financial Part shall be placed in a sealed envelope marked “Alternative Proposal – Financial Part” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “Alternative Proposal – Original”, the copies of the alternative Proposal will be placed in separate sealed envelopes marked “Alternative Proposal – Copies Of Technical Part”, and “Alternative Proposal – Copies of Financial Part” and enclosed in a separate sealed outer envelope marked “Alternative Proposal - Copies”
3. The envelopes marked “Original Proposal” and “Proposal Copies” (and, if appropriate, a third envelope marked “Alternative Proposal”) shall be enclosed in a separate sealed outer envelope for submission to the Authority.
4. All inner and outer envelopes, shall:
   1. bear the name and address of the Proposer;
   2. be addressed to the Authority at the address specified in the **Proposal Data Sheet**;
   3. bear name of the Concession indicated in the **Proposal Data Sheet**; and
   4. bear a warning DO NOT OPEN BEFORE \_\_\_\_\_\_\_\_\_\_\_\_\_(date), ……… hours”, with the date and time specified in the **Proposal Data Sheet** pursuant to ITP Section 5.1.
5. If all envelopes are not sealed and marked as required, the Authority will assume no responsibility for the misplacement or premature opening of the Proposal.

## Deadline for Submission of Proposals

1. Proposals must be received by the Authority at the address specified in the **Proposal Data Sheet** no later than the time and date stated in the **Proposal Data Sheet** as the Submission Deadline.
2. The Authority may, at its discretion, extend the Submission Deadline by amending the Proposal Document in accordance with ITP Sections 2.6 and 2.9 (b), in which case all rights and obligations of Authority and Proposers will thereafter be subject to the Submission Deadline as extended.
3. Each Proposer shall deliver its Proposal by hand or by courier. A Proposer shall not submit a Proposal by facsimile or electronic means. Each Proposer shall be responsible for the timely delivery of its Proposal to the address set out in the **Proposal Data Sheet** irrespective of any delivery or local difficulties.

## Late Proposals

The Authority shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITP Section 4.2. Any Proposal received by the Authority after the deadline for submission of Proposals shall be declared late, rejected and returned unopened to the Proposer.

## Withdrawal, Substitution, and Modification of Proposals

1. A Proposer may withdraw, substitute, or modify its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITP Sections 3.13(b) and 3.13(c) except that withdrawal notices do not require copies. The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be prepared and substituted in accordance with ITP Sections 3.15 and 4.1 (except that withdrawal notices do not require copies) and in addition, the respective envelops shall be clearly marked “Withdrawal”, “Substitution”, “Modification”. Such notices shall be received by the Authority prior to the deadline for submission of Proposals in accordance with ITP Section 4.2.
2. Proposals requested to be withdrawn in accordance with ITP Section 4.4 (1) shall be returned unopened to the Proposers.
3. No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the Proposal Validity Period. Withdrawal of a Proposal during this interval may result in the Proposer’s forfeiture of its Proposal Security, pursuant to ITP Section 3.4 (f).

# PUBLIC OPENING OF PROPOSAL

## Opening of Technical Part of Proposal

1. Except in the cases specified in ITP Sections 4.3 and 4.4, the Authority shall publicly open and read out in accordance with ITP Section 5.1 (c) to (f) all Proposals received by the deadline, at the date, time and place **specified in the Proposal Data Sheet**, in the presence of Proposers` designated representatives and anyone who choose to attend. All Proposers, or their representatives and any interested party may attend a public opening.
2. First, the written notice of withdrawal in the envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened but returned to the Proposer. Withdrawal of Proposals shall not be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal Opening.
3. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Proposer. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal Opening.
4. Next, envelopes marked “Modification” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal Opening.
5. Next, all other envelopes marked “Technical Part” shall be opened one at a time. All envelopes marked “Second Envelope: Financial Part” shall remain sealed and kept by the Authority in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part parts of the Proposals. On opening the envelopes marked “Technical Part” the Authority shall read out: the name of the Proposer, the presence or the absence of a Proposal Security, if required, and whether there is a modification; and any other details as the Authority may consider appropriate.
6. Only Technical Parts of Proposals that are read out at Proposal Opening shall be considered further for evaluation. The Letter of Proposal- Technical Part and the separate sealed envelope marked “Second Envelope: Financial Part” are to be initialed by representatives of the Authority attending Proposal Opening in the manner **specified in the PDS.**
7. At the Proposal Opening the Authority shall neither discuss the merits of any Proposal nor reject any Proposal (except for late Proposals, in accordance with ITP section 4.3).
8. The Authority shall prepare a record of the Technical Parts of Proposal Opening that shall include, as a minimum:
   1. The name of the Proposer and whether there is a withdrawal, substitution, or modification;
   2. The receipt of envelopes marked “Second Envelope: Financial Part”;
   3. The presence or absence of a Proposal Security, if one was required.
9. The Proposers’ representatives who are present shall be requested to sign the record. The omission of a Proposer’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 Proposers.

## Confidentiality

1. Information relating to the evaluation of Proposals and recommendation of award of the Concession, shall not be disclosed to Proposers or any other persons not officially concerned with the Proposal Process until information on Intention to Award the Concession is transmitted to all Proposers in accordance with ITP Section 5.21.
2. Any effort by a Proposer to influence the Authority in the evaluation of the proposals or decisions for awarding the Concession may result in the rejection of its Proposal.
3. Notwithstanding ITP Section 5.2 (b), from the time of Proposal Opening to the time of award of the Concession, if a Proposer wishes to contact the Authority on any matter related to the Proposal Process, it shall do so in writing.

## Clarification of Proposals

1. To assist in the examination, evaluation, and comparison of the Proposals, and qualification of the Proposers, the Authority may, at its discretion, ask any Proposer for a clarification of its Proposal given a reasonable time for a response. Any clarification submitted by a Proposer that is not in response to a request by the Authority shall not be considered. The Authority’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the Grant/Premium amount or substance of the Proposal shall be sought, offered, or permitted by the Authority.
2. If a Proposer does not provide clarifications of its Proposal by the date and time set in the Authority’s request for clarification, its Proposal may be rejected.

## Deviations, Reservations, and Omissions

During the evaluation of Proposals, the following definitions apply:

1. “Deviation” is a departure from the requirements specified in the Proposal Document;
2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Proposal Document; and
3. “Omission” is the failure to submit part or all of the information or documentation required in the Proposal Document.

## Nonmaterial Nonconformities

1. Provided that a Proposal is substantially responsive, the Authority may waive any nonconformities in the Proposal.
2. Provided that a Proposal is substantially responsive, the Authority may request that the Proposer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

**Evaluation of Technical Parts of Proposals**

## Determination of Responsiveness

1. The Authority’s determination of a Proposal’s responsiveness is to be based on the contents of the Proposal itself in accordance with ITP Sections 5.7 (a) and 5.7 (b).
2. A substantially responsive Proposal is one that meets the requirements of the Proposal Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
   1. If accepted, would:
      1. Affect in any substantial way the scope, quality, or performance of the Works specified in the Concession Agreement; or
      2. Limit in any substantial way, inconsistent with the Proposal Document, the Authority’s rights or the Proposer’s obligations under the proposed Concession Agreement; or
   2. If rectified, would unfairly affect the competitive position of other Proposers presenting substantially responsive Proposals.
3. If a Proposal is not substantially responsive to the requirements of the Proposal Document, it shall be rejected by the Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## Evaluation of Technical Parts

1. The Authority will examine each Proposal - Technical Parts to determine whether it is complete, whether required Proposal Security has been furnished, whether the documents have been properly signed, and whether the Proposal is generally in order. The Authority will then carry out a detailed evaluation of the Technical Sections in order to determine the Proposals that are substantially responsive Proposals by examining on a pass/fail basis whether the Technical Parts are in accordance with the requirements set forth in the Proposal Document. Proposers acknowledge that, in order to reach such a determination, the Authority will examine and analyze the Technical Parts of each Proposal on the basis of the information and documents submitted by the Proposers, duly taking into account the completeness, consistency and level of detail of the following factors:
2. With respect to the Design-Build construction plan,
3. The Proposer’s ability to demonstrate how it will meet the Authority’s Project objective and requirements, the technical standards and the Environmental Management Plan; and
4. The soundness of the proposed methodology and approach, and the extent to which the Design-Build Work plan demonstrates an understanding of the local conditions and specific Project requirements;
5. With respect to the Operation and maintenance Work plan,
6. The extent to which the Operations Work plan addresses all of the Operations Services that are to be provided in accordance with Article 17 of the Concession Agreement;
7. The soundness of the proposed methodology and approach, and the extent to which the Operations Work plan demonstrates an understanding of the local conditions and specific Project requirements; and the Proposer’s ability to demonstrate how it will meet the technical standards; and
8. With respect to the Staffing Plan,
9. The qualifications and competence of the Key Staff; and
10. The overall quality of the Staffing Plan, including the depth and organizational strength demonstrated by the Plan and the extent to which it meets the expertise requirements set out in the **PDS** under ITP 3.3 (e) 8 & 3.3 (e) 9.
11. For the purpose of ITP Section 5.7 (a) (3) (ii), the evaluation of the overall quality of the Staffing Plan shall be based on,
    1. The clarity, comprehensiveness and level of detail of the Staffing Plan;
    2. The extent to which the expertise required by the Concessionaire’s Key Staff as specified in the PDS under ITP 3.3 (e) 8 & 3.3 (e) 9 is included in the Staffing Plan; and
    3. The extent to which the Staffing Plan addresses the specific Services specified in in Clause 6 of ‘Schedule-B – Construction of the Project’ and Clause 17.7 of the Concession Agreement.
12. If the Authority determines after evaluation of the Technical Sections of a Proposal in accordance with requirements specified in this Section 5.7 that the Proposal is not substantially responsive, it shall be rejected by the Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## Qualification of the Proposer

1. The Authority shall determine to its satisfaction whether the eligible Proposers that have submitted substantially responsive Proposal – Technical Parts meet the Qualification Criteria specified in Annexure A - Part H.
2. The determination shall be based upon an examination of the documentary evidence of the Proposer’s qualifications submitted by the Proposer, pursuant to ITP Section 3.5 (b). The determination shall not take into consideration the qualifications of other firms such as the Proposer’s subsidiaries, parent entities, affiliates, sub-contractors (other than Specialized Sub-Contractors if permitted in the Proposal Document), or any other firm different from the Proposer.
3. If a Proposer does not meet Qualification Criteria specified in Annexure A - Part H, its Proposal shall be rejected by the Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
4. Only Proposals that are both substantially responsive to the Proposal Document and meet all Qualification Criteria shall have their envelopes marked “Second Envelope: Financial Part” opened at the second public opening.

## Notification of Evaluation of Technical Parts

1. Following the completion of the evaluation of the Technical Parts of the Proposals, and issuance of the Bank’s no objection (if applicable), the Authority shall notify in writing those Proposers whose Proposals were considered non-responsive to the Proposal Document or failed to meet the Qualification Criteria, advising them of the following information:
   1. the grounds on which their Technical Part of Proposal failed to meet the requirements of the Proposal Document; and
   2. their envelopes marked “Second Envelope: Financial Part” will be returned to them unopened after the completion of the selection process and the signing of the Concession Agreement.
2. The Authority shall, simultaneously, notify in writing those Proposers whose Technical Parts have been considered substantially responsive to the Proposal Document and met all Qualifying Criteria, advising them that their Proposals have been evaluated as substantially responsive to the Proposal Document.
3. The Authority shall notify all Proposers in accordance with one of the following two options:
   1. Option 1: when BAFO or negotiations is not to be applied,the date, time and location of the public opening, as specified in the PDS, of the envelopes marked “Second Envelope: Financial Part” of Proposals that have been evaluated as substantially responsive to the Proposal Document; or
   2. Option 2: when BAFO or negotiations apply as **specified in the PDS** ITP 5.18 and PDS ITP 5.20 respectively, that: (i) the envelopes marked ‘Financial Part’ of substantially responsive Proposals will not be opened in public, but in the presence of a probity auditor appointed by the Authority, and that (ii) the announcement of the names of the Proposers whose Financial Parts will be opened and the total Proposal Prices will be deferred to the time that the Notification of Intention to Award the Concession is issued.

**Opening of Financial Parts of Proposals**

## Public Opening of Financial Parts when BAFO or negotiations do not apply

1. When BAFO or negotiations do not apply as specified **in the PDS**, the Financial Parts will be opened in public by the Authority in the presence of Proposers, or their designated representatives, and anyone else who chooses to attend. Proposers who met the Qualification Criteria and whose proposals were evaluated as substantially responsive will have their envelopes marked “Second Envelope: Financial Part” opened at the second public opening. Each of these envelopes marked “Second Envelope: Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Authority. The Authority shall read out the names of each Proposer, and the total Proposal Prices, including any discounts, and any other details as the Authority may consider appropriate.
2. Only envelopes of Financial Part of Proposals and discounts that are opened and read out at Proposal Opening shall be considered further for evaluation. The Letter of Proposal – Financial Part and the Price Schedules are to be initialed by a representative of the Authority attending the Proposal Opening in the manner **specified in the PDS**.
3. The Authority shall neither discuss the merits of any Proposal nor reject any envelopes marked “Second Envelope: Financial Part”.
4. The Authority shall prepare a record of the Financial Part of the Proposal Opening that shall include, as a minimum:
   1. The name of the Proposer whose Financial Part was opened; and
   2. The Proposal Grant/Premium amount.
5. The Proposers whose envelopes marked “Second Envelope: Financial Part” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Proposer’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 Proposers.

## Opening of Financial Parts when BAFO or negotiations apply

1. When, **as specified in the PDS**, BAFO or negotiations apply the Financial Parts will not be opened in public and will be opened in the presence of a probity auditor appointed by the Authority.
2. At the opening each of the envelopes marked “Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Authority. The Authority shall record the name of each Proposer, and the total Proposal Grant/Premium amount and any other details as the Authority may consider appropriate. The Letter of Proposal - Financial Part and the Price Schedule are to be initialed by a representative of the Authority attending the public opening and by the probity auditor.
3. The Authority shall prepare a record of the opening of the Financial Part envelopes that shall include, as a minimum:
   1. The name of the Proposers whose Financial Part was opened;
   2. The Proposal Grant/Premium amount; and
   3. The Probity Auditor’s report of the opening of the Financial Part.
4. The probity auditor shall sign the record. The contents of the envelopes marked ‘Financial Part’ and the record of the opening shall be kept in safe custody by the Authority and not disclosed to anyone until the time of the transmission of the Notice of Intention to Award the Concession.

**Evaluation of Financial Parts of Proposals**

## Conversion to Single Currency

For evaluation and comparison purposes, the currency/currencies of the quoted Grant or Premium shall be converted in a single currency as **specified in the PDS.**

## Margin of Preference

Unless otherwise **specified in the PDS,** a margin of preference for domestic Proposers**[[2]](#footnote-3)** shall not apply.

## Comparison of Financial Parts

1. The Authority shall examine each Proposer’s Financial Parts to determine whether these are complete and substantially responsive to the Proposal Document.
2. The Financial Parts, which are substantially responsive to the Proposal Document, shall be evaluated (after conversion of the quoted Grant or Premium Amount, as the case may be to a single currency in accordance with ITP Section 5.12) as in sub-clause c below.
3. The Authority shall in accordance with ITP 3.8, compare the Proposals which have quoted “Premium” and the Proposer offering the highest Premium shall be selected. However, if no Proposer has offered a Premium, the Proposer seeking the lowest Grant shall be selected.

## Unbalanced or Front-Loaded Proposals

(a) If the Proposer seeking the lowest Grant is selected in accordance with ITP 5.14 (c), and in the Authority’s opinion, the Proposal is determined to be seriously unbalanced or front loaded, the Authority may require the Proposer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Proposal Prices with the scope of the Works, proposed methodology, schedule and any other requirements of the RFP Document.

(b) After the evaluation of the information and detailed price analyses presented by the Proposer, the Authority may:

(i) accept the Proposal, or

(ii) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Proposer, to a level not exceeding twenty percent (20%) of the Concession Price; or

(iii) reject the Proposal.

## Best and Final Offer (BAFO)

1. After completion of the financial evaluation of Proposals, if **specified in the PDS**, the Authority may invite those Proposers whose Financial Parts of Proposals were opened and determined substantially responsive in accordance with ITP Section 5.14, to submit their BAFOs. The procedure for submitting BAFOs will be **specified in the PDS**. BAFO is a final opportunity for Proposers to improve their Proposals without changing the specified business function and performance requirements in accordance with the invitation to submit Technical and Financial Parts of Proposals. Proposers are not obliged to submit a BAFO. Where BAFO is used there will be no negotiation after BAFO.
2. BAFO will apply a two-envelope procurement process. The submission of BAFOs, opening of the Technical Parts and Financial Parts and the evaluation of Proposals will follow the procedures described for the Technical and Financial Parts above, as appropriate.

## Most Advantageous Proposal

The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, is substantially responsive to the Proposal Document and whose Proposal has been determined to have offered the highest “Premium”.

If no Proposer has offered the “Premium”, the Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, is substantially responsive to the Proposal Document and whose Proposal has been determined to have sought the lowest “Grant”.

## Negotiations

1. If specified **in the PDS**, the Authority may conduct negotiations following the evaluation of Financial Parts of Proposals and before the final award of Concession. The procedure of the negotiations will be **specified in the PDS**.
2. Negotiations shall be held in the presence of probity auditor appointed by the Authority.
3. Negotiations may address any aspect of the Concession Address so long as they do not change the specified business function and performance requirements.
4. The Authority may negotiate first with the Proposer that has the Most Advantageous Proposal. If the negotiations are unsuccessful the Authority may negotiate with the Proposer that has the next best Most Advantageous Proposal, and so on down the list until a successful negotiated outcome is achieved.

## Authority’s Right to Accept Any Proposal, and to Reject Any or All Proposals

The Authority reserves the right to accept or reject any Proposal, and to annul the Proposal Process and reject all Proposals at any time prior to Award of Concession, without thereby incurring any liability to Proposers. In case of annulment, all Proposals submitted and specifically, Proposal Securities, shall be promptly returned to the Proposers.

## Standstill Period

The Concession shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is **specified in the PDS.** Where only one Proposal is submitted, the Standstill Period shall not apply

## Notice of Intention to Award

When a Standstill Period applies, it shall commence when the Authority has transmitted to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Concession to the successful Proposer. The Notification of Intention to Award shall contain, at a minimum, the following information:

1. the name and address of the Proposer submitting the successful Proposal;
2. the Premium offered or the Grant sought by the successful Proposal;
3. the names of all Proposers who submitted Proposals, and the Premium offered, or the Grant sought;
4. a statement of the reason(s) the Proposal (of the unsuccessful Proposer to whom the letter is addressed) was unsuccessful, unless the information in (c) above already reveals the reason;
5. the expiry date of the Standstill Period; and
6. instructions on how to request a debriefing and/or submit a complaint during the standstill period.

# AWARD OF CONCESSION

## Award Criteria

The Authority shall award the Concession to the Successful Proposer. This is the Proposer whose Proposal has been determined to be the Most Advantageous Proposal as specified in ITP Section 5.16.

## Notification of Award

1. Prior to the expiration of the Proposal Validity Period and upon expiry of the Standstill Period, specified in PDS ITP 5.20 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Authority shall transmit the Letter of Acceptance to the successful Proposer. The Letter of Acceptance shall specify the Premium offered or the Grant sought.
2. At the same time, the Authority shall publish the Notice of Award of Concession which shall contain, at a minimum, the following information:
3. Name and address of the Authority;
4. Name and reference number of the contract (“the Concession”) being awarded, and the selection method used;
5. Names of all Proposers that submitted Proposals, and the Grant sought, or the Premium offered;
6. Names of all Proposers whose Proposals were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
7. The name of the successful Proposer, the final Grant/Premium amount, the Concession Period and a summary of its scope.
8. The Notice of Award of Concession shall be published on the Authority’s website with free access if available, as **specified in the PDS**, or in at least one newspaper of national circulation in the Authority’s country, or in the official gazette. The Authority shall also publish Notice of Award of Concession in UNDB online.
9. Until a Concession Agreement is prepared and executed, the Letter of Acceptance shall constitute a binding contract.

## Debriefing by the Authority

1. On receipt of the Authority’s Notification of Intention to Award referred to in ITP Section 5.21, an unsuccessful Proposer has three (3) Business Days to make a written request to the Authority for a debriefing. The Authority shall provide a debriefing to all unsuccessful Proposers whose request is received within this deadline.
2. Where a request for debriefing is received within the deadline, the Authority shall provide a debriefing within five (5) Business Days, unless the Authority decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Authority shall promptly inform, by the quickest means available, all Proposers of the extended standstill period.
3. Where a request for debriefing is received by the Authority later than the three (3)-Business Day deadline, the Authority should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of Concession. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
4. Debriefings of unsuccessful Proposers may be done in writing or verbally. The Proposer shall bear its own costs of attending such a debriefing meeting.

## Signing of Concession Agreement

1. Promptly upon Notification of Award as per ITP Section 6.2, the Authority shall send the Successful Proposer the Concession Agreement.
2. Within 45 (forty-five) days of receipt of the Concession Agreement, the successful Proposer shall ensure that the Special Purpose Company, referred to as “Concessionaire”, is formed by it in accordance with ITP 1.2.2 and the Concessionaire signs, and returns the Concession Agreement to the Authority.

## Performance Security

1. Within 45 (forty five) days of the date of the Concession Agreement, the Concessionaire shall furnish the Performance Security, and if required **in the PDS**, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with Clause 9.1.1 of the Concession Agreement, subject to **ITP 5.15 (b),** using for that purpose the Performance Security Forms included in Schedule -F or another form acceptable to the Authority. A foreign institution providing a Bank Guarantee shall have a correspondent financial institution located in the Authority’s Country, unless the Authority, in agreement with the Attorney General’s Office of the Government of Maldives has agreed in writing that a correspondent financial institution is not required.
2. Failure of the successful Proposer to submit the above-mentioned Performance Security and if required **in the PDS**, the Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Concession Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal Security. In that event the Authority may award the Concession to the Proposer offering the next Most Advantageous Proposal.

## Adjudicator

The Authority proposes the person named **in the PDS** to be appointed as Adjudicator under the Concession Agreement, at the fee **specified in the PDS**, plus reimbursable expenses. If the Proposer disagrees with this proposal, the Proposer should so state in its Proposal. If, in the Letter of Acceptance, the Authority does not agree on the appointment of the Adjudicator, the Authority will request the Appointing Authority designated in the Schedules to the Concession Agreement, to appoint the Adjudicator.

## Procurement Related Complaint

The procedures for making a Procurement-related Complaint are as **specified in the PDS.**

## Fraud and Corruption

It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), proposers/bidders, suppliers, Operators and their agents (whether declared or not), sub-contractor, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[[3]](#footnote-4) In pursuance of this policy, the Bank:

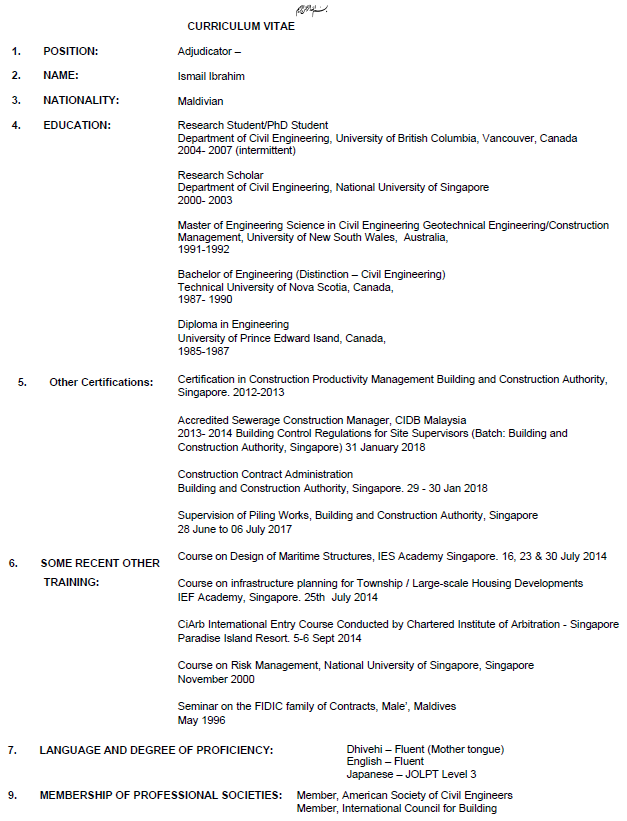
1. Defines, for the purposes of this provision, the terms set forth below as follows:
2. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[[4]](#footnote-5)
3. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[[5]](#footnote-6)
4. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[[6]](#footnote-7)
5. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[[7]](#footnote-8)
6. "obstructive practice" is
   1. Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
   2. Acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
   3. Will reject a proposal for award if it determines that the Proposer recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractor, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Concession in question;
   4. Will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the Concession in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
   5. Will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,[[8]](#footnote-9) including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a Nominated[[9]](#footnote-10); Sub-Contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
   6. Will require that a clause be included in Proposal Document and in contracts financed by a Bank loan, requiring proposers/bidders, suppliers and operators, and their sub-contractor, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed.

**PROPOSAL DATA SHEET**

The following proposal-specific data for the facility and services to be procured shall amend or supplement the provisions in the Instructions to Proposers (ITP). Whenever there is a conflict, the provisions herein shall prevail over those in the ITP.

| **ITP Section Reference** | **REQUIRED INFORMATION** |
| --- | --- |
| ITP 1.1(a) | Name of the Borrower: Government of Maldives |
| ITP 1.1(a) | Grant number: **D175-MV**  Grant amount: US$18 million |
| ITP 1.1(a) | Project Name: **Sustainable Fisheries Resources Development Project**  **Name of the Concession:**  Design, Build, Finance, Operate, Maintain & Transfer Multi-Species Hatchery and Allied Facilities in Island of Maanaagalaa, Gaafu Alif Atoll, Maldives |
| ITP 1.1 (c) | Concessionaire shall establish Multi-Species Hatchery and Allied Facilities on the island of Maanaagalaa, Gaafu Alif Atoll, Maldives.  Proposer’s attention is also drawn to Clause 17.4.2 of Concession Agreement which highlights the need for early operationalization of the Multi-Species Hatchery and commencement of production of specified species within 6 to 12 months of the Appointed Date.  This island has 5ha of land and 78ha of lagoon including two deeper lagoons – one with an access channel that has been dredged to be used as the accessway to the island, and the other which may be used as a potential nursery for rearing target species in sea cages.  Production Capacity of Multi-species Hatchery  **A. At commencement of first year of operations**  The Concessionaire shall set up the Multi-Species Hatchery with minimum production capacity at the commencement of operation as under:   * 1. Brown Marble Grouper (native variety of Maldives) – 1 million fingerlings per year   2. Bait Species[[10]](#footnote-11) - 150 tons per year   3. Sea Cucumber – 1.5 million Juveniles per year   **B. At commencement of twentieth year of operation or earlier**  The Concessionaire shall step up production capacity at appropriate stages during the twenty years’ operations period so as meet the growing domestic demand as also the projected export potential, targeting achievement of minimum installed capacity indicated below on commencement of 20th (twentieth) year of operation or earlier:   1. Bait Species – 300 tons per year; 2. Brown Marble Grouper (native variety of Maldives)– 10 million fingerlings per year; and 3. Sea Cucumber – 4 million juveniles per year.   Concessionaire may in future add other viable native species of Maldives.  Further, the Concessionaire will be free to set up higher annual production capacity of the facility beyond the minimum level specified above at its own cost. Proposer’s attention is invited to Clause 17.4 of the Concession Agreement, which provides expected levels of production in different years of Operation Period. However, the Concessionaire will need to conduct its own market research and analysis and perform due diligence during the Operation Period to estimate the precise production levels at which the Multi-species Hatchery and Ancillary Facilities should operate for optimum results. |
| ITP 1.1 (d) | **Name of Authority:** Ministry of Fisheries, Marine Resources and Agriculture, Government of Maldives  The entire area of the *Ga Maanaagalaa* Island, including approximately 5ha of land and 78ha of lagoon and Ancillary Facilities already built by MoFMRA will be provided to the Concessionaire on a 21-year lease basis. **Commercial lease rent** will be applicable and payable by the Concessionaire to the Authority in the manner detailed in **Clause 23.4 of Concession Agreement** at the rate of MVR 0.2 per square foot of land area, and MVR 0.05 per square foot of water area. The Authority will allow exemption of lease rent for the first 5 years from the date of signing of Concession Agreement.  No commercial activity unrelated to the Multi-Species Hatchery and Allied Facilities to be set up under this Concession Agreement shall be permitted in the entire area provided under commercial lease under the Concession Agreement.  Ancillary Facilities detailed in Clause 4.6 of Schedule-A will be completed by the Authority prior to signing of Concession Agreement. These facilities will be available for the use of the Concessionaire and its staff for setting up of the proposed Multi-Species Hatchery and Allied Facilities commences.  Proposer should note that it need not duplicate and provide the Ancillary Facilities in its Proposal. |
| ITP 1.2.1 | Number of Members of a Joint Venture Proposer shall not exceed 3. |
| ITP 1.2.6 | The electronic address of firms and individuals debarred by the Bank is: <http://www.worldbank.org/debarr> |
| ITP 2.2(a) | **Address of Authority**:  National Tender  Ministry of Finance  Ameenee Magu  Republic of Maldives |
| ITP 2.2 (b) | Requests for clarifications may be submitted to the Authority (at the following e-mail ID) using the format given in the ‘Form for Clarification’.  E-mail ID: [Mohamed.mafaaz@finance.gov.mv](mailto:Mohamed.mafaaz@finance.gov.mv)  [tender@finance.gov.mv](mailto:tender@finance.gov.mv) |
| ITP 2.2 (c) | A request for clarification of the Proposal Document shall be received no later than 15 days prior to the deadline for submission of proposals indicated in the PDS under ITP 4.2. |
| ITP 2.4 | **Data Room**:  A Proposer seeking any information or data may contact National Tender, Ministry of Finance. Contact number of the person concerned, and the e-mail ID are as under:  Name: Mr. Mohamed Mafaaz Shareef  Contact Number: (960) 3349113 E-mail ID: [Mohamed.mafaaz@finance.gov.mv](mailto:Mohamed.mafaaz@finance.gov.mv)  [tender@finance.gov.mv](mailto:tender@finance.gov.mv) |
| ITP 2.5 | **Venue and time of pre-Proposal meeting**:  Will be conducted online.  Date and Time: **To be confirmed at a later date.**  Proposers who wish to participate in the pre-proposal meeting shall submit by email their interest to attend the meeting before 1400 hours on 07th December 2020.The website where proceedings of the pre-Proposal meeting, reply to the queries and corrigendum if any will also be uploaded is:  [www.finance.gov.mv](http://www.finance.gov.mv); |
| ITP 2.6 (b) | Addenda to the Proposal Documents will be uploaded on the following websites:  [www.finance.gov.mv](http://www.finance.gov.mv) |
| ITP 2.7 | Address, telephone and facsimile numbers of the Authority and alternate contact person:  National Tender  Ministry of Finance  Ameenee Magu  Republic of MaldivesPhone:+960 3349113; email: [Mohamed.mafaaz@finance.gov.mv](mailto:Mohamed.mafaaz@finance.gov.mv) |
| ITP 2.9(a), 2.2(c), 2.3(a), 2.9(b) | The estimated timetable is:  (a) Issue of Proposal Document: **November 19, 2020**  (b) Site Visits: From November 22, 2020 to December 6, 2020  **Note**: considering the current travel restrictions due to Covid-19 pandemic and if the situation persists, a video clip of the Site shall be made available in the data room.  (c) Pre-Proposal Meeting: **December 9, 2020 (tentatively)**  (d) Last Day for Proposers to Submit Questions on Proposal Document: **November 27, 2020**  (e) Last Day for Proposers to Submit Supplementary Questions: **December 1, 2020**  (f) Issue of Response to Questions: **December 10, 2020**  (g) Deadline for Submission of Proposals: **January 05, 2021**, Local Time: **1100 hours**  (h) Opening of Technical Parts of Proposals: **January 05, 2021**, Local Time: **1100 hour**  (i) Identification of Successful Proposer: **January 15, 2021**  (j) Notification of Award: **January 28, 2021**  (k) Signing of Concession Agreement: **February 15, 2021**  (l) Construction Period Starting Date: **March 1, 2021**  (m) Completion of Design-Build period of the Multi-species Hatchery and Allied Facilities: **February 28, 2022** |
| ITP 3.1 | Language of Proposal is English. |
| ITP 3.2 (b) (ix) | *Nil* |
| ITP 3.2 (c) (iii) | *Nil* |
| ITP 3.3 (a) | Status of availability and ownership of island/site:  The ownership of the land and lagoon on *Ga Maanaagalaa* Island to be used for setting up the Multi-species Hatchery is held by the Ministry of Fisheries, Marine Resources and Agriculture (MoFMRA). During the entire period of 21 years’ lease provided to the Concessionaire, the ownership will always remain with the MoFMRA. The Concessionaire will allow designated government officials of and nominated by MoFMRA access to all facilities on the entire land and lagoon, at any time and schedule determined at the sole discretion of the MoFMRA. |
| ITP 3.3 (b) | Design of the Multi-Species Hatchery shall be responsibility of the Concessionaire, but it will require Authority’s no-objection before commencement of Design-Build services. Approval will be provided following the review process indicated herein.  Concession Agreement requires (as per Clause 4.5 of Schedule-B Construction of the Project) that the Concessionaire shall engage a Technical Panel of experts (to be paid by the Concessionaire) after the names of the experts proposed for the Panel are reviewed by the Authority and found acceptable. This Panel will be tasked with review and certification of the Design proposed by the Concessionaire, after recommending changes if any.  As provided in Clause 4.6 of **Schedule-B** Construction of the Project, Authority will be free to engage a separate independent Panel of experts to review the Concessionaire’s Designs and recommendations/certification of the Concessionaire’s Technical Panel. Authority’s Panel of experts may discuss the Design with the Concessionaire or its Technical Panel of experts, or seek clarifications, prior to approval of the final Design by the Authority. |
| ITP 3.3(c) 2(b) (ii) | Works to be shown by the Proposer in the site plan should, inter alia, include the following, which are detailed further in **Schedule-B** and **Schedule-C**:   * 1. **Hatcheries, egg incubation systems and Nurseries** for groupers, Bait Species and sea cucumbers   2. **Water and Air Circulation Systems complete with Power Distribution Systems** with capacities that would meet the water flow, aeration and power requirements of the entire facility. The system should be able to filter and treat influent as well as effluent seawater to an adequate level.   3. **Live Feed Production Facilities** including the phytoplankton and zooplankton stock culture areas, scaling up areas, and mass culture areas to produce the required amounts of live feed to meet the expected production targets.   4. **Laboratory** – basic laboratory building complete with equipment and facilities to be able to monitor the growth of the cultured animals, and live feeds, as well as basic diagnostic tests fulfilling all quality requirements specified in Clause 2 of Schedule-C – Project Facilities.   5. **Feed and Chemical Storage, with a small feed preparation area** to meet the expected production targets for each species specified in Clause 17.4 of the Concession Agreement.This may be arranged in buildings attached to the warehouse and should be in proximity of the Live Feed Production Facilities.   6. **Sea Cages and/or Land-based Tanks** for the maintenance of brood stock and/or juveniles of target species. |
| ITP 3.3(c) (7) | Language capabilities for Proposer’s Personnel: English |
| ITP 3.3(c) 7(b) & 3.3(c) 7(c) | Positions and minimum qualifications of Key Staff to be deployed by the Concessionaire during the Construction Period (Design-Build Services) and during Operation Period are specified respectively in Clause 6 of Schedule-B and Clause 17.7 of the Concession Agreement. These are reproduced below.   | **SN** | **Key Positions during Design-Build Services** | **No** | **Minimum Qualifications** | | --- | --- | --- | --- | | 1 | Project Manager | 1 | Bachelor’s Degree in Aquaculture or equivalent with minimum 7 years of management experience in marine finfish rearing (experience with groupers and/or milkfish would be an added advantage). | | 2 | Construction Engineer (Fulltime at Site/Project during Design and Build period) | 1 | A Graduate Civil Engineer or equivalent with not less than 5 years’ experience in construction including at least 1 year of experience in construction and/or operation of fish seed production facilities, preferably marine finfish hatcheries. | | 3 | Lead Fish Biologist (Fulltime at Site/Project during Design and Build period) | 2 | Masters Degree in Fishery or Aquaculture or equivalent with 5 years of experience in quality assurance of production, quality control of inputs in aquaculture farms. | | 4 | Environmental Engineer/Officer (Periodically at Site during Design and Build period) | 1 | Degree in Environmental Engineering/ Science with minimum 5 years’ experience or with minimum 3 years’ experience in designing and operating pollution control including wastewater management, solid waste management, preferably in a large hatchery or a large aquaculture farm. |  |  |  |  |  | | --- | --- | --- | --- | | **SN** | **Key Positions during Operations Services** | **No** | **Minimum Qualifications** | | 1 | Hatchery Manager (Fulltime at Site) | 1 | Bachelors Degree in Aquaculture or equivalent with minimum 7 years of management experience in marine finfish rearing (experience with groupers and/or milkfish would be an added advantage) | | 2 | Lead Fish Biologists (Fulltime at Site/Project) | 2 | Masters Degree in Fishery or Aquaculture or equivalent with 4 years of experience in quality assurance of production, quality control of inputs in large aquaculture farms. | | 3 | Finance/Accounts Manager (to be deputed to the Site periodically) | 1 | Diploma in Finance or Accountancy with 5 years of experience in private sector business enterprise in accounting, budgeting & auditing. | | 4 | Marketing Manager (to be deputed to the Site periodically) | 1 | Bachelors Degree in Marketing Management with 5 years of experience in sales and promotion in private sector enterprise. | | 5 | Lead Hatchery Technicians (Fulltime at Site) | 3 | Diploma in aquaculture or equivalent, with a minimum 3 years of experience working in marine finfish hatcheries. | | 6 | Live Feed technicians (Fulltime at Site) | 3 | Diploma in aquaculture or equivalent, with a minimum 2 years of experience in live feed production | | 7 | Farm Hands (Fulltime at Site) | 4 | Certificate in Aquaculture or equivalent, with a minimum 1 year of experience working with marine finfish | | 8 | Operations and Maintenance Engineer (to be deputed to the Site periodically) | 1 | A Graduate Civil Engineer or equivalent with not less than 2 years’ experience in construction including at least 1 year of experience in operation and maintenance of fish seed production facilities. | | 9 | Environmental Engineer (to be deputed to the Site periodically) | 1 | Degree in Environmental Engineering/Science with minimum 3 years’ experience or with minimum 1 years’ experience in designing and operating pollution control including wastewater management, solid waste management, preferably in a large hatchery or a large aquaculture farm. |   CVs of key staff proposed to be deployed during Construction Period for the Design-Build Services shall be submitted along with the Proposal which shall be subject to approval of the Authority.  However, names and CVs of Key Staff to be deployed by the Concessionaire during Operation Services are required to be submitted for Authority’s approval at least eight (8) weeks prior to the expected commencement of Operations in accordance with Clause 17.7 of the Concession Agreement.  Proposer’s attention is drawn to provisions of Clause 6 of Schedule-B and Clause 17.7 of the Concession Agreement which shall be applicable, if the Concessionaire proposes to replace any Key Staff during the Construction Period or the Operation Period. |
| ITP 3.3 (c) (7) (d) | Maximum percentage of sub-contracting is 25% of the Project Cost. However, the Nominated Sub-Contractor and sub-consultant whose experience and qualification have been claimed for meeting the qualification criteria in accordance with stipulations in Annexure A - Part H shall be excluded while applying the ceiling of 25 %. |
| ITP 3.4(a) | **Proposer shall furnish Proposal Security**. Amount of Proposal Security is MVR 385,500 or US$ 25,000 or an equivalent amount in a freely convertible currency. |
| ITP 3.9 (a) | **Construction Period** for design, construction, testing and commissioning of the Multi-Species Hatchery and allied works is 12 months from the Appointed Date, as defined in the Concession Agreement. |
| ITP 3.12 (a) | **Proposal Validity Period:** 120 days |
| ITP 3.13(a), ITP 4.1(b) | One (1) Original, One (1) Copy and One (1) Authenticated Soft Copy (Signed and Stamped). |
| ITP 4.1(d) (ii) & (iii), ITP 4.2 (a) | **Authority’s address for Proposal submission**:  National Tender, Ministry of Finance, Ameenee Magu, Republic of Maldives  [Attention: Fathimath Rishfa] Ameenee Magu, Malé 20379, Republic of Maldives  Telephone: +960 3349113, +960 3349106 Email: [mohamed.mafaaz@finance.gov.mv](mailto:mohamed.mafaaz@finance.gov.mv)  **Name of Concession:** Design, Build, Finance, Operate, Maintain and Transfer Multi-Species Hatchery in Island of Maanaagalaa, Gaafu Alif Atoll, Maldives*.*  **Deadline for submission of Proposals**: Date: **January 05, 2021**. Time: **1100 Hours**  In the event specified date is declared a holiday for the office of the Authority, proposals will be received at the above address up to the appointed time on the next working day. |
| ITP 4.1 (d) (iv) & ITP 5.1(a) | Location, date and time of opening of Technical Parts of Proposals:  Ministry of Finance, Government of Maldives Ameenee Magu, Malé 20379, Republic of Maldives  Telephone: +960 3349191, +960 3349106  Date: **January 05, 2021**. Time: **1100 Hours**  In the event specified date is declared as a holiday for the office of the Authority, Proposals will be opened at the appointed time on the next working day. |
| ITP 5.1 (f) | The Letter of Proposal – Technical Part and Proposal Security shallbe initialed by the Authority’s representatives conducting the Proposal Opening. |
| ITP 5.9 (c) | Option 1 will apply. This means that BAFO or negotiations shall not be applicable. |
| ITP 5.10 (a) | Please refer to PDS under ITP 5.9 (c). |
| ITP 5.10 (b) | If BAFO or negotiations do not apply, the Letter of Proposal – Financial Part and the Price Schedules will be initialed by the Authority’s representatives conducting the Proposal Opening. |
| ITP 5.11 (a) | BAFO or negotiations do not apply.  Hence ITP 5.11 shall be inapplicable to this Proposal Process. |
| ITP 5.12 | The currency that shall be used for Proposal Evaluation and comparison purposes to convert at the selling exchange rate all Proposal Prices expressed in various currencies into a single currency is: Maldivian Rufiyaa (MVR)  The source of exchange rate shall be: Maldives Monetary Authority (MMA) Reference Rate  The date for the exchange rate shall be*:* The date of opening of Technical Parts of Proposals as specified in PDS ITP 5.1 (a).  If the date of opening of Proposals happens to be a Bank holiday, the previous working day’s rate shall be considered. |
| ITP 5.13 | Margin of Preference shall not apply. |
| ITP 5.16 | Provision relating to Best and Final Offer (BAFO) shall not apply. |
| ITP 5.18 | This provision shall not apply. |
| ITP 5.20 | The Standstill Period is 10 Business Days after the date the Authority has transmitted to all Proposers that submitted a Proposal, the Notification of its Intention to Award the Concession to the successful Proposer. |
| ITP 6.2 (c) | The Notice of Award of Concession shall be published in the UNDB online and on the following website: [www.finance.gov.mv](http://www.finance.gov.mv) |
| ITP 6.5 (a) | The Successful Proposer (Concessionaire) shall, in accordance with Clause 9.1.1 of the Concession Agreement, furnish Performance Security for an amount equal MVR 4.3 million or US$ 280,000 and Environmental, Social, Health and Safety (ESHS) Performance Security for a sum equivalent to MVR 1.1 million or US$ 70,000, both valid until 180 (one hundred eighty) days beyond the Concession Period.  Proposer’s attention is drawn to Clause 9.1.3 of the Concession Agreement, which specifies requirement of additional Performance Security of MVR 10.8 million or US$ 700,000 or 20% (twenty percent) of the ‘Grant’ amount, whichever is lesser, to be submitted by the Concessionaire during implementation of the Concession, if the selected Proposer has sought a ‘Grant’ in its Financial Part of Proposal in reference to ITP Clauses 3.8 and 3.9. |
| ITP 6.6 | Name of the Adjudicator proposed by the Authority:  Mr. Ismail Ibrahim  CV of the proposed Adjudicator is appended at the end of the PDS Section.  Daily fee for the Adjudicator will be MVR 4500.00 (equivalent to USD 292.00) per day of effective hearing plus reimbursement of reasonable expenses towards travel, transportation, lodging, boarding etc. |
| ITP 6.7 | The procedures for making a Procurement-related Complaint are detailed in the “[Procurement Regulations for IPF Borrowers](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework) (Annex III).” If a Proposer wishes to make a Procurement-related Complaint, the Proposer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:  Attention: Fathimath Rishfa Ahmed National Tender, Ministry of Finance, Government of Maldives Ameenee Magu, Male’ 20379 Republic of Maldives Telephone: +960 3349191, +960 3349106 Email: [mohamed.mafaaz@finance.gov.mv](mailto:mohamed.mafaaz@finance.gov.mv)  [tender@finance.gov.mv](mailto:tender@finance.gov.mv)  Web page: [www.finance.gov.mv](http://www.finance.gov.mv)  In summary, a Procurement-related Complaint may challenge any of the following:   1. the terms of the Proposal Documents; and 2. the Authority’s decision to award the Concession. |

**CV of the proposed Adjudicator**





Annex A to the Proposal Document – Proposal Forms

1. Letter of Proposal – Technical Part
2. Form of Proposal Security
3. Not Applicable – Deleted (Form of Proposal Securing Declaration)
4. Form of Performance Security
5. Format of Curriculum Vitae for Proposed Key Staff
6. Form for Clarification Questions
7. List of Eligible Countries
8. Qualification Criteria
9. Information Forms
10. Declaration Format for availing customs/excise duty exemption

K (JV1). Letter of Intent by JV Members

K (JV2). Power of Attorney for Joint Venture

K (JV3). Undertaking by Joint Venture Members

L. Letter of Proposal – Financial Part

M. Price Schedules

Annexure A – Part A

LETTER OF PROPOSAL – TECHNICAL PART

|  |
| --- |
| *INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Proposer must prepare this Letter of Proposal on stationery with its letterhead clearly showing the Proposer’s complete name and business address.*  *Note: All italicized text is to help Proposers in preparing this form.* |

**Date of this Proposal submission**: [*insert date (as day, month and year) of Proposal submission*]

**Request for Proposal No**.: [*insert identification*]

To: ***[insert complete name of Authority]***

We, the undersigned, hereby submit our Proposal, in two parts, namely:

1. the Technical Part, and
2. the Financial Part

In submitting our Proposal, we make the following declarations:

1. **No reservations:** We have examined and have no reservations to the Proposal Document, including Addenda issued in accordance with Instructions to Proposers (ITP 2.6);
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITP 4;
3. **Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Authority based on execution of a Proposal-Securing Declaration or Proposal-Securing Declaration in the Authority’s country in accordance with ITP 1.2;
4. **Conformity**: We offer to execute in conformity with the Proposal Document the following Works: [*insert a brief description of the Works*]

1. **Proposal Validity Period**: Our Proposal shall be valid for a period specified in PDS 3.14 (a) (or as amended if applicable) from the date fixed for the Proposal submission deadline specified in PDS 4.2 a (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Performance Security:** If our Proposal is accepted, we commit to obtain a Performance Security in accordance with the Proposal Document;
3. **One Proposal Per Proposer:** We are not submitting any other Proposal(s) as an individual Proposer or as a subcontractor, and weare not participating in any other Proposal(s) as a Joint Venture member, and meet the requirements of ITP 1.2.3;
4. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the Concession, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Authority’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
5. **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / *[We are a state-owned enterprise or institution but meet the requirements of ITP 1.2.6];*
6. **Binding Contract**: We understand that this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal Concession Agreement is prepared and executed;
7. **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Proposal, the Most Advantageous Proposal or any other Proposal that you may receive; and
8. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
9. **Adjudicator:** We accept the appointment of *[insert name proposed in Proposal Data Sheet]* as the Adjudicator.

***[or]***

We do not accept the appointment of *[insert name proposed in Proposal Data Sheet]* as the Adjudicator and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

**Name of the Proposer**: [*insert complete name of person signing the Proposal*]

**Name of the person duly authorized to sign the Proposal on behalf of the Proposer**: \* [*insert complete name of person duly authorized to sign the Proposal*]

**Title of the person signing the Proposal**: [*insert complete title of the person signing the Proposal*]

**Signature of the person named above**:

*[Insert signature of person whose name and capacity are shown above]*

**Date signed** [*insert date of signing*] **day of** [*insert month*], [*insert year*]

\*: Person signing the Proposal shall have the power of attorney given by the Proposer to be attached with the Proposal.

Annexure A – Part B

FORM OF PROPOSAL SECURITY (BANK GUARANTEE)

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Request for Proposals No:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROPOSAL GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Guarantor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Proposal (hereinafter called "the Proposal") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under Request for Proposals No. \_\_\_\_\_\_\_\_\_\_\_ (“the RFP”).

Furthermore, we understand that, according to the Beneficiary’s conditions, proposals must be supported by a proposal guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_  (\_\_\_\_\_\_\_\_\_\_\_\_) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Proposal during the period of Proposal validity set forth in the Applicant’s Letter of Proposal (“the Proposal Validity Period”), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Proposal by the Beneficiary during the Proposal Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the Concession Agreement, or (ii) has failed to furnish the Performance Security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Proposers (“ITP”) of the Beneficiary’s Proposal Document.

This guarantee will expire: (a) if the Applicant is the successful Proposer, upon our receipt of copies of the Concession Agreement signed by the Applicant and the Performance Security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary in relation to such Concession Agreement; or (b) if the Applicant is not the successful Proposer, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Proposal Process; or (ii)twenty-eight days after the end of the Proposal Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758 except that the supporting statement under Article 15(a) is hereby excluded.

*[Signature]*Annexure A – Part C   
Not applicable  
Deleted

Annexure A – Part D

**Form of Performance Security**

To

**Ministry of Fisheries, Marine Resources and Agriculture,**

**Republic of Maldives**

**Malé**

**WHEREAS:**

(A) ……………….. (the “Concessionaire”) and the Ministry of Fisheries, Marine Resources and Agriculture (the “Authority”) have entered into a Concession Agreement dated …………(the “Agreement”) whereby the Authority has agreed to the Concessionaire undertaking to set up Multi-Species Hatchery and Allied Facilities on Design, Build, Finance, Operate, Maintain and Transfer (“DBFOT”) basis, subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Maldivian Rufiyaa 4.3 million (MVR four point three million only) or US$ 280,000 (US dollar two hundred eighty thousand only), (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, valid until one hundred eighty (180) days beyond the Concession Period (as defined in the Agreement).

(C) We, ………………….. through our Branch at …………………. (the “Bank”) have agreed to furnish this Bank Guarantee by way of Performance Security.

**NOW, THEREFORE**, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire’s obligations during the Concession Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of Project Director in the Ministry of Fisheries, Marine Resources and Agriculture, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until one hundred eighty (180) days beyond the Concession Period defined in the Agreement and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one hundred eighty (180) days beyond the Concession Period of twenty one (21) years which period commences from the Appointed Date as defined in the Agreement, or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

11. This Guarantee shall also be operable at our \_\_\_\_\_\_branch at Malé from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed. The said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

12. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this ………. day of ……….., 2020 at ………..

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure A – Part E

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

**Key Qualifications:**

*[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

**Education:**

*[Summarize college/university and other specialized education of staff member give names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employment organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

**Languages:**

*[For each language indicate proficiency: excellent, good, fair or poor in speaking, reading and writing.]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I also certify that I have only given permission for my CV to be included in the Proposal submitted by

*[Fill in name of Proposer here.]*

Date:

*[Signature of staff member and authorized representative*

*of the firm]*

Full name of staff member:

Full name of authorized representative:

Annexure A – Part F

FORM FOR CLARIFICATION QUESTIONS

Proposer’s Name:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Proposer’s Address: | | | | Date Submitted: | |
| **Item No.** | **Section Reference** | **Page No.** | **Section or Article No.** | | **Question / Query / Clarification / Comment** |
| 1. |  |  |  | |  |
| 2. |  |  |  | |  |
| 3. |  |  |  | |  |
| 4. |  |  |  | |  |
| 5. |  |  |  | |  |
| 6. |  |  |  | |  |

**Annexure A - Part G**

Eligible Countries

**Eligibility for the Provision of Goods, Works and Non-Consulting Services in   
World Bank-Financed Procurement**

In reference to ITP Section 1.2.8 and ITP Section 1.3, for the information of the Proposers, at the present time firms, goods and services from the following countries are excluded from this Proposal Process:

Under ITP Section 1.2.8(a) and 1.3: None

Under ITP Section 1.2.8(b) and 1.3: None

Annexure A - Part H

QUALIFICATION CRITERIA

# QUALIFICATION CRITERIA

## General

1. Evaluation of the Proposers’ qualifications will be based on compliance with all the following minimum pass-fail criteria regarding their general Design, Build, Finance, Operation and Maintenance experience of Multi-Species Hatchery, financial strength, personnel and management capabilities, and other relevant information as demonstrated by the Proposers’ responses in the Information Forms that they submit as per attached Forms. Additional requirements for Joint Ventures are given in Section 2.
2. Proposers may submit Proposal either as,
3. A single entity, company, or legal entity formed as per the applicable law; or
4. A joint venture of up to a maximum of 3 Members.

## Subcontracting

1. Proposers will be evaluated based on the qualifications of,
2. the Proposer; and
3. Nominated Sub-Contractors and sub-consultants only with respect to the experience evaluation as set out in Section 1.4, and only if the sub-contractors and sub-consultants are nominated for the purpose of this proposal.

For the purposes of Section 1.6, Proposers may nominate personnel of sub-contractors and sub-consultants to fill the key positions, during the Design-Build Period and O&M period, as listed/referred to in the PDS - ITP Section 3.3 (c) (8).

1. The Proposer shall provide a detailed list of all Nominated Sub-Contractors and sub-consultants and a record of their experience and qualifications in the applicable Information Forms. The Concessionaire under the Concession shall be prohibited from entering into a contract or contracts that will result in the Concessionaire exceeding the maximum percentage of subcontracting and sub-consulting permitted by the Authority, as set out in the PDS - ITP 3.3 (c) (10).
2. Proposers will not be permitted to change the sub-contractors and sub-consultants nominated in their Proposal.

## Concessionaire’s Responsibility

After award of the Concession, the subcontracting of any part of the work, except for those sub-contractors and sub consultants nominated in the Proposal, shall require the prior written consent of the Authority. Notwithstanding such consent, the Concessionaire shall remain responsible for the acts, defaults, and neglects of all sub-contractors and sub consultants during implementation of the Concession.

## Experience in Design-Build, Finance, Operation and Maintenance of Multi-Species Hatchery

For the purpose of determining a Proposer’s compliance with the qualification criteria specified in Annexure A – Part H, a Multi-Species Hatchery means a facility designed, developed and constructed, and operated for production of fingerlings of Groupers and Sea Cucumbers to be sold to grow-out farmers, and Fry sized (5-10 cm size) milkfish juveniles to be sold as live bait for pole-and-line tuna fishers.

1. The Proposer shall provide evidence that
2. Proposer has the experience of operating and maintaining successfully at least one Marine Finfish Hatchery, using any technology, with annual production of minimum 2.5 million fingerlings for a period of 3 years during the last 7 years preceding the proposal submission date.
3. Proposer or its Nominated Sub-Contractor has the experience of operating and maintaining successfully at least one Milkfish Hatchery with annual production of minimum 10 Tonnes for a period of 3 years during the last 7 years preceding the proposal submission date.
4. Proposer or its Nominated Sub-Contractor/sub-consultant has designed or developed at least one Marine Finfish Hatchery and one Milkfish Hatchery, using the same technology as offered in the Proposal, during the last 7 years preceding the proposal submission date, which have been working successfully for a period of minimum 1 year.
5. Proposer or its Nominated Sub-Contractor has successfully developed, built and commissioned at least one Hatchery with annual production capacity of minimum 2.5 million Marine Finfish fingerlings during the last 7 years preceding the proposal submission date which has been operating successfully for a period of minimum 1 year. This does not apply to the JV Proposer; and all the requirements specified in (a) 1 to (4) are required to be met by the JV Members on their own.
6. If the experience requirements specified in Sections 1.4 (a) (2), 1.4 (a) (3) and 1.4 (a) (4), are being met by the Proposer’s Nominated Sub-Contractors/sub-consultants, the Proposer shall submit with its Proposal, details of the qualifications and experience of the Nominated Sub-Contractors/sub-consultants in the prescribed Information Forms in accordance with Section 1.2 (b).
7. Proposer shall also provide evidence that the technology proposed for this Concession has been adopted in Hatcheries (not necessarily built by the Proposer itself) set up in at least 3 locations during last 7 years and that each such Multi-Species Hatchery has been operating successfully for a period of minimum 2 consecutive years.

## Financial Capabilities

1. The Proposer shall demonstrate that it possesses a net worth equivalent to minimum of US$ 5 million in each of the last three financial years preceding the date of submission of proposal.
2. The Proposer shall demonstrate how the Project will be financed if the Contact is awarded, by submitting along with its proposal a “Tentative Investment Plan” and a “Tentative Financing Plan” in accordance with ITP 3.8.
3. The Proposer’s audited balance sheets or, if not required by the laws of the Proposer’s country, other financial statements acceptable to the Authority, for the last five years shall be submitted and must demonstrate the current soundness of the Proposer’s financial position and indicate its prospective long-term profitability. If deemed necessary, the Authority shall have the authority to make inquiries with the Proposer’s bankers.

## Personnel Capabilities

The Proposer shall supply general information on the management structure of the firm, and shall make provision for suitably qualified personnel to fill the key positions listed/referred to in the PDS – ITP 3.3 (c) (8), as required during implementation of the Concession. The Proposer shall supply information on a candidate for each key position, who shall meet the experience requirements specified. The Proposer may nominate personnel of sub-contractors and sub consultants to fill key positions listed/referred to in the PDS – ITP 3.3 (c) (8).

## Litigation History and Legal Matters

The Proposer shall provide accurate information on the “Historical Contract Non-Performance Form” about contract non-performance and pending litigation with respect to contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Proposer or any Member of a Joint Venture may result in rejection of the Proposal. Proposer should establish to the Authority satisfaction that non-performance of a contract did not occur as a result of Proposer’s default.

Non-performance, as decided by the Authority, shall include all contracts where (a) non- performance was not challenged by the Proposer, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Proposer. Non-performance shall not include contracts where an Employer’s decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Proposer have been exhausted.

The Proposer shall provide information on any civil work contracts that have been suspended or terminated and/or performance security called by an Employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or safeguards in the last five years preceding the deadline for submission of proposals.

## Right to Waive

The Authority reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capability of a Proposer to perform the Concession.

# JOINT VENTURES

## Qualification Criteria

1. One of the Joint Venture Members shall satisfy the criteria specified in Section 1.4 (a) (1). Each of the other Members of the JV shall have the experience of operating or designing and developing or building a Marine Finfish Hatchery during the last 7 years.
2. The Joint Venture Members shall have the experience and qualification to meet jointly on their own all the requirements specified in Sections 1.4 (a) 1 to 1.4 (a) 4 and 1.4 (c) of Qualification Criteria.
3. For the purpose of satisfying the qualification criteria set out in Section 1, Joint Venture (all Members) must satisfy the following qualification criteria:
4. financial soundness as stated in Section 1.5(a) and 1.5 (c) in respect of each Member of the JV;
5. adequate resources of all Members to meet financial commitments - by submitting a “Tentative Investment Plan” and a “Tentative Financing Plan” in accordance with ITP 3.8, as also set out in Section 1.5 (b);
6. personnel capabilities as stated in Section 1.6 for all Members jointly; and
7. legal disclosure as stated in Section 1.7 for each Member of the JV.

Each Member of a Joint Venture Proposer shall provide information to evidence compliance with the criteria set out in Section 2.1 (a) to (c).

## (a) Lead Member

One of the Joint Venture Members which is responsible for performing a key function in executing a major component of the proposed Concession shall be nominated the “Lead Member” and will be in charge during the Proposal Process and, in the event of a successful proposal, all the joint venture Members shall incorporate the Special Purpose Company, referred to as “Concessionaire” as per ITP Section 1.2.2, for execution of the Concession Agreement. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all Members of the Joint Venture. This authorization shall be evidenced by the submission of a Power of Attorney signed by legally authorized signatories of each of the Joint Venture Members in favour of the Lead Member as per proforma enclosed in **Annexure A - Part K (JV2)**, as part of the Proposal.

**(b) All Members**

All Members of the Joint Venture shall be liable jointly and severally for the execution of the Concession in accordance with the Concession Agreement and an undertaking as per proforma enclosed in **Annexure A - Part K (JV3)**, signed by all Joint Venture Members, shall be submitted with the proposal.

**(c) Equity Shareholding of JV Members**

The Special Purpose Company (“Concessionaire”), set up by the Selected JV Proposer in accordance with Section 2.2 (a) above, shall comply with the following:

(i) Each Key Joint Venture Member, which is the Member whose experience and qualification were evaluated to meet the Qualification Criteria specified in Section 2.1 above, shall until the end of Concession Period (21 years), maintain an equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity of the Concessionaire and 5% (five percent) of the Total Project Cost.

(ii) Any Key Joint Venture Member, other than the Lead Member, **may**, with the prior written approval of the Authority, which shall not be unreasonably withheld, reduce its shareholding to below 26 % (twenty six percent) of the subscribed and paid up equity share capital of the Concessionaire and less than 5% (five percent) of the Total Project Cost, after the date falling two years after the Commercial Operation Date, subject to:

(a) all Joint Venture Members continuing to collectively hold not less than 51% (fifty one percent) of the subscribed and paid-up equity of the Concessionaire, and not less than 10% (ten percent) of the Total Project Cost until the end of Concession Period; and

(b) the Joint Venture Member who is to provide the O&M experience according to the Proposal submitted by the Joint Venture Proposer shall subscribe and continue to hold at least 10% (five percent) of the subscribed and paid up equity of the Concessionaire until the end of Concession Period.

**Annexure A – Part I**

**INFORMATION FORMS**

Information Form (1)

**General Information**

All individual firms and each participant in a joint venture submitting the proposals are required to complete the information in this form. Nationality information should be provided for all Proposers that are partnerships or individually owned firms.

If the Proposer proposes to use Nominated Sub-Contractors or sub-consultants, the following information should also be supplied for the sub-contractor(s) and sub-consultant(s).

|  |  |  |
| --- | --- | --- |
| 1. | Name of firm | |
| 2. | Head office address | |
| 3. | Telephone | Contact |
| 4. | Fax | Telex |
| 5. | Place of incorporation / registration | Year of incorporation / registration |

|  |  |  |
| --- | --- | --- |
| Nationality of Owners**[[11]](#footnote-12)** | | |
| Name | | Nationality |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |
|  | | |

Information Form (2)

(Ref. Annexure A - Part H Section)

**General Design, Build, Operation, Management & Maintenance Experience Information**

|  |
| --- |
| Name of Proposer or participant of a joint venture |

All individual firms and all participants of a joint venture are requested to complete the information in this form with regard to their experience in Designing, building, financing, operating, managing and maintaining Hatchery

|  |  |
| --- | --- |
| Description of Contract/ Hatchery Components along with its Capacity and appurtenant structures |  |
| Name of City |  |
| Country |  |
| Contract Role |  |
| Nature, role and extent of participation (describe fully) | |
| Date of contract commencement |  |
| Date of contract termination |  |
| Contract value (equivalent in US$) |  |
| Individual for reference |  |
| Address, Telephone, Fax for reference |  |

Information Form (2A)

(ref. Annexure A - Part H Section 1.5)

**Financial Capability Information#**

|  |
| --- |
| Name of Proposer or participant of a joint venture |

All individual firms and all participants of a joint venture are requested to complete the information in this form with regard to their experience in Designing, building, operating, managing and maintaining a Hatchery. The information supplied should be the annual turnover of the Proposer (or each Member of a joint venture) in terms of the amounts billed to clients for each year for work in progress or completed, converted to equivalent US$ at the rate of exchange at the end of the period reported. The annual periods should be calendar years, with partial accounting for the year up to the date of submission of Applications.

Use a separate sheet for each participant of a joint venture.

Proposers should not enclose testimonials, certificates, and publicity material with their Application as they will not be taken into account in the evaluation of qualifications.

|  |  |  |  |
| --- | --- | --- | --- |
| Annual financial data (in the area of infrastructure development and engineering construction). | | | |
| Year | Turnover  US$ | Net Worth  US$ | Net Cash Accruals  US$ |
| *[Year]* |  | | |
| *[Year]* |  | | |
| *[Year]* |  | | |
| *[Year]* |  | | |
| *[Year]* |  | | |

# Instructions and Applicable Conditions:

1. The Proposer shall provide details of its own financial capacity;
2. The Proposer/its constituent Joint Venture Members shall attach copies of balance sheets, financial statements and Annual report for 5 (five) years preceding the Application due date. The financial statements shall:
   1. Reflect the financial situation of the Proposer or Joint Venture Members,
   2. Be audited by a statutory auditor
   3. Be complete including all notes to the Financial statements; and
   4. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)
3. Net Worth (The definition of Net Worth shall be as follows: Based on the type of the Applicant whether a company, partnership firm, etc. the net worth is defined as follow:
   1. Net worth shall mean the sum of subscribed and paid up equity share capital and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

For the company = (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

* 1. In case of a Partnership firm: Net worth shall mean the sum of Aggregate of partners' capital account and Reserves from which the aggregate of drawings by partners and aggregate of advances to partners shall be deducted.

For Partnership Firm = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners

* 1. In case of a Trust / Society: Net worth shall mean the sum of corpus and the returns not set aside for any particular purpose.

For Trust / Society = corpus + returns not set aside for any particular purpose

1. Net Cash Accruals shall be defined as follows: Net Cash Accruals = Profit after Tax + Depreciation;
2. Year 1 will be the latest completed financial year, preceding the Proposal. Year 2 shall be immediately preceding year 1 and so on. In case the Proposal Submission date falls within 3 (three) months of the close of the latest financial year of the applicant, it shall ignore such financial year for the purpose of its proposal and furnish all its information and certification with reference to the 5 (five) years preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purpose of the Proposal hereunder, mean the accounting year followed by the Proposer in the course of its normal business.
3. The Proposer shall provide an Auditor’s Certificate specifying the Net Worth and Net Cash Accruals of the Proposer and also specifying the methodology adopted for calculating such net worth in accordance with the formula mentioned in point 3 and 4 above.
4. The Proposer shall provide from its concerned client (s) or Statutory Auditor, certificate(s) stating the payments made / received or works commissioned, as the case may be, during the past 5 (five) years in respect of the Projects specified in Information Forms 2, 3A and 3B.

Information Form (2A)

(Ref. Annexure A - Part H)

Joint Venture Summary

|  |
| --- |
| Names of all participants of a joint venture |
| 1. Lead Participant |
| 2. Participant |
| 3. Participant |
| 4. Participant |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Annual turnover data (in the area of infrastructure development and engineering construction). | | | | | | |
| Participant | Information Form (2A) page no. | *[Year]* | *[Year]* | *[Year]* | *[Year]* | *[Year]* |
| 1. Lead Participant |  |  |  |  |  |  |
| 2. Participant |  |  |  |  |  |  |
| 3. Participant |  |  |  |  |  |  |
| 4. Participant |  |  |  |  |  |  |
| Totals | |  |  |  |  |  |

Proposers shall append to Form 2B:

1. A document confirming the percentage shareholding of each joint venture participant in the company to be established including the financial stake of each Member in the JV partnership; and
2. A description of the role and responsibility of each joint venture participant. (Proposers shall make the precise role of each joint venture participant clear in this description).

Proposers are reminded to submit the appropriate power of attorney as required by Section 2.2 of Annexure A – Part H. The Joint Venture Proposers may also note the requirements mentioned in ITP Section 3.5A for compliance while submitting the Proposal.

Information Form (3a)

(Ref. Annexure A - Part H Section)

Design, development, construction, testing and commissioning of Hatchery

Name of Proposer or participant of a joint venture

|  |  |
| --- | --- |
| Description of Contract/ Multi-Species Hatchery |  |
| Name of City |  |
| Name of Joint Venture Participant Responsible |  |
| Country |  |
| Capacity of Hatchery |  |
| Contract Role (joint venture participant, sub-contractor, sub consultant, lead, etc.) and percentage share in the total contract |  |
| Nature, role and extent of participation (describe fully) | |
| Date of contract commencement |  |
| Date of contract termination |  |
| Contract value in equivalent US$ |  |
| Individual for reference |  |
| Address, Telephone, Fax for reference |  |

Provide a complete description of the services provided under this Concession demonstrating that the definition of a Multi-Species Hatchery in Section 1.4 of Annexure A - Part H to Proposal Document has been met.

Information Form (3B)

(Ref. Annexure A - Part H Section 1.4)

Successful experience in Operating and Maintaining Multi-Species Hatchery

Name of Proposer or participant of a joint venture

|  |  |
| --- | --- |
| Description of Contract/ Multi-Species Hatchery |  |
| Name of City |  |
| Name of Joint Venture Participant Responsible |  |
| Country |  |
| Capacity of Multi-Species Hatchery |  |
| Number of years operated (with period) |  |
| Contract Role |  |
| Nature, role and extent of participation (describe fully) | |
| Date of contract commencement |  |
| Date of contract termination |  |
| Contract value equivalent to US$ |  |
| Individual for reference |  |
| Address, Telephone, Fax for reference |  |

Provide a complete description of the services provided under this Concession demonstrating that the definition of a Multi-Species Hatchery in Section 1.4 of Annexure A - Part H to Proposal Document has been met.

Information Form (4)

Financial Capabilities

|  |
| --- |
| Name of Proposer or participant of a joint venture |

Proposers, including each Member of a joint venture, shall provide financial information to demonstrate that they meet the requirements stated in the Annexure A – Part H of the Proposal Document. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached.

|  |  |  |
| --- | --- | --- |
| Banker | Name of banker | |
| Address of banker | |
| Telephone | Contact name and title |
| Fax | Telex |

Summarize actual assets and liabilities in equivalent U.S. dollar (at the rates of exchange current at the end of each year) for the previous five calendar years. Based upon known commitments, summarize Projected assets and liabilities in equivalent U.S. dollar for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Proposer.

| Financial information in equivalent US$ | Actual:  Previous five years | | | | | Projected: Next two years | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| *[Year]* | *[Year]* | *[Year]* | *[Year]* | *[Year]* | *[Year]* | *[Year]* |
| 1. Total assets |  |  |  |  |  |  |  |
| 2. Current assets |  |  |  |  |  |  |  |
| 3. Total liabilities |  |  |  |  |  |  |  |
| 4. Current liabilities |  |  |  |  |  |  |  |
| 5. Profits before taxes |  |  |  |  |  |  |  |
| 6. Profits after taxes |  |  |  |  |  |  |  |

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or contracts as indicated in Schedule to ITP 1.5(2).

|  |  |
| --- | --- |
| Source of Financing | Amount in equivalent US $ |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |

Attach audited financial statements—including, as a minimum, profit and loss account, balance sheet, and explanatory notes—for the period stated in Section 1.5 of Annexure A - Part H to Proposal Document (for the individual Proposer).

If audits are not required by the laws of Proposers' countries of origin, partnerships and firms owned by individuals may submit their balance sheets certified by a registered accountant and supported by copies of tax returns.

Information Form (5)

(Ref. Annexure A - Part H - Section 1.6)

**Personnel Capabilities**

Name of Proposer or participant of a joint venture

For specific positionsnoted below, Proposers must provide the names of a candidate qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form (5A) for each candidate.

Proposers may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

|  |  |
| --- | --- |
| 1. | Title of position\* |
| Name of candidate |
| 2. | Title of position\* |
| Name of candidate |
| 3. | Title of position\* |
| Name of candidate |
| 4. | Title of position\* |
| Name of candidate |
| 5. | Title of position\* |
| Name of candidate |
| 6. | Title of position\* |
| Name of candidate |

*\*As listed in PDS - ITP 3.3 (e) 8 & 3.3 (e) 9 in respect of* Section 1.6 of Annexure A - Part H to Proposal Document.

Information Form (5A)

(Ref. Annexure A – Part H – Section 1.6)

**Candidate Summary**

Name of Proposer or participant of a joint venture

|  |  |  |
| --- | --- | --- |
| Position | | Candidate |
| Candidate Information | Name of Candidate | Date of Birth |
| Professional qualifications | |
| Present Employment | Name of Owner | |
| Address of Owner | |
| Telephone | Contact (manager/personnel officer) |
| Fax | Telex |
| Job title of candidate | Years with present Owner |

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

|  |  |  |
| --- | --- | --- |
| From | To | Company/Project/Position/Relevant technical and management experience |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Information Form (6)

Historical Contract Non-Performance   
(Ref. Section 1.7 of Annexure A - Part H to Proposal Document)

*[The following table shall be filled in for the Proposer and for each Member of a Joint Venture]*

Proposer’s Legal Name: *[insert full name]*  
Date: *[insert day, month, year]*  
ICB No. and title: *[insert ICB number and title]*  
Page *[insert page number]* of *[insert total number] pages*

|  |  |  |  |
| --- | --- | --- | --- |
| Non-Performing Contracts in accordance with Schedule to ITP Section 1.7 | | | |
| Contract non-performance did not occur during the [number] years specified in Section 1.7 of Annexure A - Part H.  Contract(s) not performed during the [number] years specified in Section 1.7 of Annexure A - Part H. | | | |
| **Year** | **Non performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value in** equivalent **US$)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for non-performance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section 1.7 of Annexure A - Part H to Proposal Document | | | |
| ⁮ No pending litigation in accordance with Section 1.7 of Annexure A - Part H to Proposal Document  ⁮ Pending litigation in accordance with Section 1.7 of Annexure A - Part H to Proposal Document | | | |

**Annexure A – Part J**

**Declaration Format for availing customs/excise duty exemption for materials to be purchased for use in building the facility**

(Proposer’s Name and Address)

**To:**

------------------------------------------

--------------------------------------------

**Dear Sir:**

**Ref:** Setting up the Multi-Species Hatchery at……………… - Certificate for Import/Procurement of Goods and materials/Construction Equipment.

**1.** We confirm that we are solely responsible for obtaining customs/excise duty waivers which we have considered in our proposal and in case of failure to receive such waivers for reasons whatsoever, the Authority will not compensate us.

**2.** We are furnishing below the information required by the Authority for issue of the necessary certificates for availing the exemptions from payment of customs/excise duty.

**3.** The goods, equipment and materials for which certificates are required are as under:

| **Items** | **Make/ Brand Name/Class** | **Capacity [where applicable]** | **Quantity** | **Value** | **State whether it will be procured locally or imported [if so from which country]** | **Remarks regarding justification for the quantity and their usage in setting up Hatchery** |
| --- | --- | --- | --- | --- | --- | --- |
| Goods | | | | | | |
| [a] |  |  |  |  |  |  |
| [b] |  |  |  |  |  |  |
| [c] |  |  |  |  |  |  |
| [d] |  |  |  |  |  |  |
| [e] |  |  |  |  |  |  |
| [f] |  |  |  |  |  |  |

**4.** We agree that no modification to the above list is permitted after proposals are opened.

**5.** We agree that the certificate will be issued only to the extent considered reasonable by the Authority for the work, based on the proposal submitted by us, construction programme and methodology furnished along with the proposal.

**6.** We confirm that the above goods will be exclusively used for the construction of the above work. We are aware that exemption will be issued to only goods/material/equipment which form part of the work on permanent basis but not for the goods/material/equipment which are used by the Selected Proposer (Concessionaire) for execution of project and after completion of the Project, the goods remain with the Selected Proposer (Concessionaire) being owner of such goods for further deployment in other projects.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Designation) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Common Seal) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure A- Part K (JV1)**

**FORM OF LETTER OF INTENT BY JV MEMBERS TO ENTER INTO JV AGREEMENT**

THIS LETTER OF INTENT signed on this.......... day of........... Two Thousand and ................ by............................. a company incorporated under the laws of ............. and having its Registered Office at .......................(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s ............. a company incorporated under the laws of .......... and having its Registered Office at ................. (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s. …………… a Company incorporated under the laws of ................ and having its Registered Office at ............... (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a proposal and in the event of such proposal being accepted for incorporating a Special Purpose Company, referred to as “Concessionaire” which shall enter into the Concession Agreement to Design, Build, Finance, Operate, Maintain and Transfer Multi-Species Hatchery and Allied Facilities on the island of Maanaagalaa, Gaafu Alif Atoll, Maldives for which proposals have been invited by ……………………. (hereinafter called the "Authority").

WHEREAS the Party No.1, Party No.2 and Party No.3 intend to enter into a Joint Venture Agreement.

AND WHEREAS the Authority invited proposals to Design, Build, Finance, Operate, Maintain and Transfer Multi-Species Hatchery and Allied Facilities on the island of Maanaagalaa, Gaafu Alif Atoll, Maldives.

AND WHEREAS Annexure A – Part H - ‘Qualification Criteria’ and ITP Clause 3.5A forming part of the Proposal Documents, inter-alia, stipulate that two or more qualified Members, meeting the requirements of 'Qualification Requirement of the Proposer', as applicable may proposal, provided, they submit a Letter of Intent to enter into Joint Venture Agreement and form a Special Purpose Company, referred to as “Concessionaire” in accordance with ITP Section 1.2.2 and the Joint Venture Members fulfill all other requirements under Annexure A – Part H ‘Qualification Criteria’ and in such a case, the Letter of Proposal – Technical Part and Letter of Proposal – Financial Part shall be signed by the Member-in-Charge so as to legally bind all the Members of the Joint Venture, who will be jointly and severally liable to perform the Concession by entering into Joint Venture Agreement as per **proforma** submitted with the Proposal in accordance with ITP 3.5A which will be legally binding on all Members and all obligations hereunder.

***The above clause further states that this Letter of Intent shall be attached to the proposal.***

AND WHEREAS the proposal is being submitted to the Authority vide proposal No........dated...... by Party No.1 based on this letter of Intent between all the parties; under these presents and the proposal has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this letter of Intent do hereby declare and undertake:

* 1. In requirement of the award of the Concession by the Authority to the Joint Venture Members, we, the Parties do hereby undertake that M/s......... the Party No.1, shall act as Lead Member and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Authority for the successful performance of the Concession and shall be fully responsible for Design, Build, Finance, Operate, Maintain and Transfer Multi-Species Hatchery and Allied Facilities on the island of Maanaagalaa, Gaafu Alif Atoll, Maldives and Allied Facilities in accordance with the Concession Agreement for which we shall enter into Joint Venture Agreement and incorporate a Special Purpose Company, referred to as “Concessionaire” as per ITP Section 1.2.2 as per proforma submitted with the Proposal which will be legally binding on all Members.
  2. If the Concession is awarded to Joint Venture then in case of any breach or default of the said Concession Agreement by any of the parties to the Joint Venture, the parties will be fully responsible for the successful performance of the Concession and to carry out all the obligations and responsibilities under the Concession in accordance with the requirements of the Concession Agreement.
  3. Further, if the Authority suffers any loss or damage on account of any breach in the Concession Agreement or any shortfall in the performance guaranteed as per the specification in terms of the Concession Agreement, the Parties of these presents will promptly make good such loss or damages caused to the Authority, on its demand without any demur. It shall not be necessary or obligatory for the Authority to proceed against Lead Member to these presents before proceeding against or dealing with the other Party(s), the Authority can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Concession Agreement to the Authority.
  4. The financial liability of the Parties of the Deed of Undertaking to the Authority in the event of award of the Concession on the Joint Venture, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the Deed of Undertaking, read in conjunction with the relevant conditions of the Concession Agreement shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of the Deed of Undertaking.
  5. It is expressly understood and agreed between the Parties to this Letter of Intent that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix- I (to be suitably appended by the Parties along with this Letter of Intent in its proposal). It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Concession Agreement in the event of award of Concession to the Joint Venture.
  6. It is also understood that this Letter of Intent is provided for the purposes of undertaking joint and several liabilities of the Members to the Joint Venture for submission of the proposal and performance of the Concession if awarded and that this Letter of Intent shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Letter of Intent or on the Joint Venture, other than the express provisions of the Concession Agreement.
  7. This Letter of Intent shall be construed and interpreted in accordance with the provisions of the Concession Agreement.
  8. In case of an award of the Concession, we the parties to this Letter of Intent do hereby agree that we shall enter into Joint Venture Agreement as per proforma submitted with the Proposal and incorporate a Special Purpose Company, referred to as “Concessionaire” as per ITP Section 1.2.2 which will be legally binding on all Members and we shall be jointly and severally responsible for furnishing a Performance Security from a bank in favor of the Authority in the currency/currencies of the Concession Agreement.
  9. It is further agreed that this Letter of Intent shall be irrevocable and shall form an integral part of the proposal. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Letter of Intent have through their authorized representatives executed these presents and affixed Common Seals of their respective companies, on the day, month and year first mentioned above.

|  |  |
| --- | --- |
| Common Seal of ............................ has been affixed in my/ our presence pursuant to Board of Director's Resolution dated ........... | For Lead Member (Party No.-1)  For and on behalf of M/s |
| Name ........................................ |  |
| Designation .................................. |  |
| Signature ..................................... | Signature of the authorized representative |
| **WITNESS:** |  |
| **I…………………………………….** |  |
| **II…………………………………….** |  |

|  |  |
| --- | --- |
| Common Seal of ............................ has been affixed in my/ our presence pursuant to Board of Director's Resolution dated ........... | For Party No.-2  For and on behalf of M/s |
| Name ........................................ |  |
| Designation .................................. |  |
| Signature ..................................... | Signature of the authorized representative |
| **WITNESS:** |  |
| **I…………………………………….** |  |
| **II…………………………………….** |  |

|  |  |
| --- | --- |
| Common Seal of ............................ has been affixed in my/ our presence pursuant to Board of Director's Resolution dated............ | For Party No.-3  For and on behalf of M/s |
| Name ........................................ |  |
| Designation .................................. |  |
| Signature ..................................... | Signature of the authorized representative |
| **WITNESS:** |  |
| **I…………………………………….** |  |
| **II…………………………………….** |  |

**Annexure A- Part K (JV2)**

FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

(On Non-judicial Stamp Paper of Appropriate value, if required as per laws of the country of the Proposer, to be purchased in the Name of Joint Venture)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Members whose details are given hereunder ................................................................................. have formed a Joint Venture under the laws of ........................................... / intend to form a Joint Venture and having our Registered Office(s)/Head Office(s) at..................................(hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ....................................................... being the Member-in-charge do hereby constitute, nominate and appoint M/s............................................ a Company incorporated under the laws of .........................................and having its Registered/Head Office at ................................... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or " Member-In-charge") to exercise all or any of the following powers for and on behalf the Joint Venture in regard to Invitation for Proposals issued by ………………………..(hereinafter called the “Authority”) for Design, Build, Finance, Operate, Maintain and Transfer Multi-Species Hatchery and Allied Facilities on the island of Maanaagalaa, Gaafu Alif Atoll, Maldives.

* + 1. To sign and submit proposal and participate in the aforesaid Proposal invited by the Authority on behalf of the "Joint Venture".
    2. To negotiate with the Authority the terms and conditions for award of the Concession pursuant to the aforesaid Proposal and to sign the Concession Agreement with the Authority for and on behalf of the "Joint Venture".
    3. To do any other act or submit any document related to the above.
    4. To receive, accept and execute the Concession Agreement for and on behalf of the "Joint Venture".

For the above purpose, the person(s) authorized by the Member-In-charge shall be the person(s) authorized to act on behalf of the "Joint Venture" as per the Power of Attorney given to him/her/them by the Member-In-Charge.

It is clearly understood that all the Members of the joint venture shall be liable jointly and severally for the execution of the Concession Agreement in accordance with the terms of the Concession Agreement and the Member-In-charge (Lead Member) shall ensure performance of the Concession and if one or more Members fail to perform their respective portions of the Concession, the same shall be deemed to be a default by all the Members.

It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable till completion of the Design-Build Period in terms of the Concession Agreement.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representatives/Member-in-charge quotes in the proposal, negotiates and signs the Concession Agreement with the Authority and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Members Constituting the Joint Venture as aforesaid have executed these presents on this ...........day of .......................under the Common Seal(s) of their Companies.

For and on behalf of the Members of Joint Venture

The Common Seal of the above Members of the Joint Venture:

The Common Seal has been affixed there unto in the presence of WITNESSES:

1. Signature....................................................

Name..........................................................

Designation................................................

Occupation.................................................

2. Signature....................................................

Name......................................................

Designation................................................

Occupation..........................................................

**Annexure A- Part K (JV3)**

**FORM OF UNDERTAKING BY THE JOINT VENTURE MEMBERS**

(On Non-Judicial Stamp Paper of Appropriate Value, if required as per laws of the country of the Proposer, to be purchased in the Name of Joint Venture)

THIS JOINT DEED OF UNDERTAKING executed on this ..........day of .......Two Thousand and ..................by ....... a company incorporated under the laws of ............... and having its Registered Office at........................ (hereinafter called the "Party No. 1 which expression shall include its successors, executors and permitted assigns) and M/s ...............a company incorporated under the laws of .................. and having its Registered Office at...............(hereinafter called the "Party No. 2" which expression shall include its successors, executors and permitted assigns) and M/s ........................a Company incorporated under the laws of ....................and having its Registered Office at ................ (hereinafter called the "Party No. 3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a proposal and incorporate a Special Purpose Company, referred to as “Concessionaire” in accordance with ITP Section 1.2.2 for entering into a Concession Agreement [hereinafter called the "Contract" in case of award] for Design, Build, Finance, Operate, Maintain and Transfer Multi-Species Hatchery and Allied Facilities on the island of Maanaagalaa, Gaafu Alif Atoll, Maldives for which proposals have been invited by ……………………….……………….., hereinafter called the "Authority".

WHEREAS the Party No. 1, Party No. 2 and Party No. 3 have entered into an Agreement dated................

AND WHEREAS the Authority invited proposals for Design, Build, Finance, Operate, Maintain and Transfer Multi-Species Hatchery and Allied Facilities on the island of Maanaagalaa, Gaafu Alif Atoll, Maldives as stipulated in the Proposal Documents.

AND WHEREAS Annexure A – Part H ‘Qualification Criteria’ and ITP Clause 3.5A forming part of the Proposal Documents, inter-alia, stipulate that an undertaking of two or more qualified Members, meeting the requirements of ‘Qualification Criteria’ as applicable may proposal, provided, the Joint Venture fulfills all other requirements under Annexure A – Part H ‘Qualification Criteria’ and in such a case, the Letter of Proposal - Technical Part and Letter of Proposal - Financial Part shall be signed by the Member-in-Charge so as to legally bind all the Members of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

*The above clause further states that this Undertaking shall be attached to the proposal.*

AND WHEREAS the proposal is being submitted to the Authority vide proposal no.............. dated...... by Party No.1 based on this Undertaking between all the parties; under these presents and in accordance with the requirements of Annexure A – Part H - ‘Qualification Criteria’ and ITP Clause 3.5A has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Authority to the Joint Venture Members, we, the Parties do hereby undertake that M/s......... the Party No. 1, shall act as Lead Member and further declare and confirm that we the parties to the Joint Venture shall incorporate a Special Purpose Company, referred to as “Concessionaire” in accordance with ITP Section 1.2.2 and provisions of the Draft Concession Agreement which shall execute the Concession Agreement and shall be fully responsible to design, build, finance, operate, maintain and transfer Multi-Species Hatchery and Allied Facilities in accordance with the said Agreement.
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the parties do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Authority suffers any loss or damage on account of any breach in the Contract or any shortfall in performance of the Project Facilities guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Authority, on its demand without any demur. It shall not be necessary or obligatory for the Authority to proceed against Lead Member to these presents before proceeding against or dealing with the other Party(s), the Authority can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Authority.
4. The financial liability of the Parties of this Deed of Undertaking to the Authority, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (to be suitably appended by the Parties along with this undertaking in its proposal). It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the Members to the Joint Venture for submission of the proposal and performance of the Contract if awarded and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of the Authority in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the proposal and shall continue to be enforceable till the Authority discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their respective companies, on the day, month and year first mentioned above.

|  |  |
| --- | --- |
| Common Seal of ............................ has been affixed in my/ our presence pursuant to Board of Director's Resolution dated ........... | For Lead Member (Party No. 1)  For and on behalf of M/s |
| Name ........................................ |  |
| Designation .................................. |  |
| Signature ..................................... | Signature of the authorized representative |
| **WITNESS:** |  |
| **I…………………………………….** |  |
| **II…………………………………….** |  |

|  |  |
| --- | --- |
| Common Seal of ............................ has been affixed in my/ our presence pursuant to Board of Director's Resolution dated ........... | For Party No. 2  For and on behalf of M/s |
| Name ........................................ |  |
| Designation .................................. |  |
| Signature ..................................... | Signature of the authorized representative |
| **WITNESS:** |  |
| **I…………………………………….** |  |
| **II…………………………………….** |  |

|  |  |
| --- | --- |
| Common Seal of ............................ has been affixed in my/ our presence pursuant to Board of Director's Resolution dated ........... | For Party No. 3  For and on behalf of M/s |
| Name ........................................ |  |
| Designation .................................. |  |
| Signature ..................................... | Signature of the authorized representative |
| **WITNESS:** |  |
| **I…………………………………….** |  |
| **II…………………………………….** |  |

Annexure A – Part L

Letter of Proposal - Financial Part

|  |
| --- |
| *INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Proposer must prepare this Letter of Proposal on stationery with its letterhead clearly showing the Proposer’s complete name and business address.*  *Note: All italicized text in black font is to help Proposers in preparing this form.* |

**Date of this Proposal submission**: [*insert date (as day, month and year) of Proposal submission*]

**Request for Proposal No**.: [*insert identification*]

To: **[*insert complete name of*** *Authority***]**

We, the undersigned, hereby submit the second part of our Proposal, the Financial Proposal and Price Schedule. This accompanies the Letter of Proposal - Technical Part.

In submitting our Proposal, we make the following additional declarations:

**(a) Proposal Validity Period**: Our Proposal shall be valid for a period specified in PDS 3.12 (a) (or as amended if applicable) from the date fixed for the Proposal submission deadline specified in PDS 4.2 a (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

**(b) Total Grant/Premium :** The total amount of Grant sought or Premium offered in accordance with provisions of ITP 3.8 and ITP 3.9 and all other relevant provisions of the Proposal Documents, is as under:

**@ Grant sought from Authority**: ………………………………………………..

*[Please insert amount in figures and words]*

**OR**

**@ Premium offered to be paid to Authority**: …………………………………

*[Please insert amount in figures and words and confirm the time schedule and rate of yearly escalation in payment of the Premium amounts – payable as per Clause 23.2.1 of Concession Agreement.]*

***@**[Please delete one of the two texts which is inapplicable.]***

**(c) Concession Fee:** We confirm acceptance of the terms of Concession fee (comprising the Lease Rent and the Sharing of 20% of ‘Profit before tax’) payable to the Authority, as detailed in ITP 3.9.

**(d) Scope of Work**: We confirm thatour Proposal takes into account total costof design, development, construction, testing and commissioning of the Multi-Species Hatchery and allied works including cost of all materials, electrical energy consumption, all required equipment, labour, temporary works required for the construction, consumables, acquisition of all permits / approvals / licenses, duties and taxes and all related items of work as may be necessary for setting up the Multi-Species Hatchery of installed capacity specified in ITP 3.9 (a) (ii) and making it fully functional in compliance with the provisions of the Concession Agreement.

(e) **Operating & Maintenance Costs**: We confirm that our Proposal is based on the stipulation that the Concessionaire shall bear all operating and maintenance costs - including costs of skilled and unskilled manpower, establishment, consumables, electrical energy consumption, any taxes payable as a result of the commercial activity, replacements of any materials and equipment, routine maintenance and periodic maintenance of the Hatchery during the Operations.

**(f) Expansion of Capacity:** We confirm that if selected, progressive expansion of the capacity of the Multi-species Hatchery shall be financed by us from our own resources or revenues from sale of the products of the Hatchery and allied Facilities so as to achieve the “minimum installed capacity” at the commencement of twentieth year of operation of the level specified as in the PDS under ITP 1.1 (c).

**(g)** **Lease Rent:** Our Proposal takes into account the lease rent payable by the Concessionaire for the land and lagoon areas of the Island Ga Maanaagalaa, and Ancillary Facilities built by MoFMRA by the Authority on the Island from the sixth year of lease at the rates specified in PDS 1.1 (d) and further detailed in Article 23 of Concession Agreement.

**(h) Profit Sharing:** We confirm that if selected, we shall share with the Authority, 20% of the profit (before tax) made from operation of Multi-species Hatchery and other facilities set up on the Island of Maanaagalaa, Gaafu Alif Atoll, as specified in Clause 23.5 of Concession Agreement.

**(i) Commissions,** gratuities **and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Proposal Process or execution of the Concession: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

(If none has been paid or is to be paid, indicate “none.”)

**Name of the Proposer**: [*insert complete name of person signing the Proposal*]

**Name of the person duly authorized to sign the Proposal on behalf of the Proposer**: \* [*insert complete name of person duly authorized to sign the Proposal*]

**Title of the person signing the Proposal**: [*insert complete title of the person signing the Proposal*]

**Signature of the person named above**: [*insert signature of person whose name and capacity are shown above*]

**Date signed** [*insert date of signing*] **day of** [*insert month*], [*insert year*]

\*: Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules

Annexure A – Part M

PROPOSER’S PRICE SCHEDULE

1.1 The Price Schedules do not give a full description of the Multi-Species Hatchery, O & M for 20 years and other services, to be supplied and the Services to be performed under each item. Proposers are deemed to have read the Draft Concession Agreement, including the Technical Specifications, ‘Schedule-B – Construction of Project’, ‘Schedule-C – Project facilities’, Article 17 of Concession Agreement relating to Operation and Maintenance, and other sections of the Proposal Documents to ascertain the full scope of the requirements of the Concession included in each item prior to filling in the Price Schedule. The entered prices are deemed to include the full scope as aforesaid, including overheads and profit.

1.2 If Proposers are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Proposers in the Proposal Documents prior to submitting their Proposal.

1.3 Price Schedule shall be filled in indelible ink, and any alterations necessary due to errors shall be initialed by the Proposer.

1.4 The amount of Grant sought or the Premium offered shall be quoted in the manner indicated and in currencies specified in the Instructions to Proposers in the Proposal Documents.

1.5 Proposer shall submit its proposal based on a realistic assessment of setting up the Multi-Species Hatchery. The Authority shall have the option to seek further details including details of similar contracts secured/executed by the Proposer.

1.6 The Proposer shall quote the amount of Grant and the amount proposed to be invested from its own resources in local and foreign currencies in accordance with ITP 3.10. However, if the Proposer quotes “Premium” instead of Grant, the amount shall be quoted in MVR and/or US dollar.

1.7 Proposer’s attention is also invited to ITP 3.9 and Clause 6.2 of Concession Agreement which stipulate that Excise Duty on domestic goods/materials and Customs Duty on all materials, goods, and equipment imported into Maldives will be waived until December 31, 2022.

1.8 Proposer shall note the requirements stipulated in ITP 3.8 to 3.10 and other relevant provisions of the Proposal Documents which are to be taken into account while submitting the Proposal.

Price Schedule 1

1. We have furnished in the Table below the details of the amount of Grant requested/Premium offered for implementation of the Concession for Design, Build, Finance, Operate, Maintain and Transfer Multi-Species Hatchery and Allied Facilities on the island of Maanaagalaa, Gaafu Alif Atoll, Maldives.

**@**2. Grant amounts requested in different currencies are tabulated below.

*[Proposer may quote the amounts in Local Currency and up to a maximum of 3 foreign currencies]*

|  |  |  |  |
| --- | --- | --- | --- |
| SN | Currency | Amount | |
| In figures | In words |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |

OR

@ 2. We offer the following Premium, if the Concession is awarded to us.

Premium amount = ……………………

*[Proposer may please insert amount in MVR or US$ - in figures and words, and also confirm the time schedule and rate of yearly escalation in payment of the Premium amounts – payable as per Clause 23.2.1 of Concession Agreement.]*

**@ *[Please delete one of the two texts which is inapplicable.]***

3. We confirm that the Proposal takes into account the requirements stipulated in ITP 3.8 to 3.10.

Name of the Proposer: [*insert complete name of person signing the Proposal*]

Name of the person duly authorized to sign the Proposal on behalf of the Proposer: [*insert complete name of person duly authorized to sign the Proposal*]

Title of the person signing the Proposal: [*insert complete title of the person signing the Proposal*]

Signature of the person named above

Annex B to the Proposal Document

1. Draft Concession Agreement

2. Schedules to Concession Agreement

1. The term “milkfish” used in the remainder of this document will mean “bait-sized fry of Milkfish (*Chanos chanos*) or any other species suitable as a bait for pole-and-line tuna fishery” [↑](#footnote-ref-2)
2. An individual firm is considered a domestic Proposer for purposes of the margin of preference if it is registered in the country of the Authority, has more than 50 percent ownership by nationals of the country of the Authority, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic proposers and eligible for domestic preference only if the individual member firms are registered in the country of the Authority or have more than 50 percent ownership by nationals of the country of the Authority, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference. [↑](#footnote-ref-3)
3. In this context, any action to influence the procurement process or contract execution for undue advantage is improper. [↑](#footnote-ref-4)
4. For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-5)
5. For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution. [↑](#footnote-ref-6)
6. For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish Proposal Prices at artificial, non-competitive levels, or are privy to each other’s Proposal Prices or other conditions. [↑](#footnote-ref-7)
7. For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution [↑](#footnote-ref-8)
8. A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines. [↑](#footnote-ref-9)
9. A Nominated Sub-Contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular Proposal Document) is one which has either been: (i) included by the Proposer in its pre-qualification application or Proposal because it brings specific and critical experience and know-how that allow the Proposer to meet the qualification requirements for the particular Proposal; or (ii) appointed by the Borrower. [↑](#footnote-ref-10)
10. The term “Bait Species” used in this document will mean “bait-sized fry of Milkfish (*Chanos chanos*) or any other local species suitable as a bait for pole-and-line tuna fishery, grown to 5-10 centimeters in length” [↑](#footnote-ref-11)
11. To be completed by all Owners of partnerships or individually owned firms. [↑](#footnote-ref-12)