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**Ministry of Finance and Treasury**

Republic of Maldives

**REQUEST FOR PROPOSAL**

**for**

**WEST COAST WATERFRONT MIXED DEVELOPMENT PROJECT IN MALE’**

**TES/2016/W-047**

**May 2016**

Public Procurement Section

Public Procurement Division

Ministry of Finance and Treasury

Republic of Maldives

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#### SECTION 1: INTRODUCTION AND OVERVIEW

* 1. Scope and Objectives of the Project
     1. Over the past two decades Male’ has witnessed rapid infrastructure developments, especially in real estate. Real estate developments have however been focused mostly on addressing the ever growing demand for housing in Male’. As a result of this high demand for residential space, there are no large complexes dedicated to retail trade, especially targeting high end branded items. In addition to the large population base in Male’, a large number of tourists visits Male’. At present most of their activities are limited to souvenir shopping and excursions.
     2. Acknowledging the growing demand for high-end retail shopping needs of both locals and the visiting tourists, the Government of Maldives, through the Ministry of Finance and Treasury (MoFT) is soliciting qualified Bidders to design, build, finance, maintain and operate (DBFMO) a mixed development property inclusive of a commercial building with retail shopping outlets, parks, sporting facilities and community spaces on one of the finest locations in Male’, situated at the waterfront of Westcoast of Male’ (Employers Requirement). The bidder also has the option of developing a city hotel and/or luxury apartments within the commercial building area. The objective is to provide Male’ with a modern and world-class retail shopping facility catering to the needs of the modern consumer.
     3. At present the proposed Project site is primarily a communal recreational area used by residents of Male’ for jogging/exercising, hosting of public events, children’s play area, etc. In addition, the Project site is also adjacent to a popular surfing spot in Maldives.
     4. Salient Features of the Project

|  |  |
| --- | --- |
| **Site & Location** | West Coast Waterfront Male’, Maldives (Annex A - Map 1) |
| **Total Development area** | 6,512.17 sqm (refer to Annex A - Map 2 & 3) |
| **Total Plot Area for the Multi Storey Mixed use Complex** | 6,038.69 sqm (refer to Annex A - Map 2 &3) |
| **Permissible Ground Coverage** | * Maximum built up area = 80% of the total plot area * From ground level up to 9 m to be developed as a sports complex and 20% should be open/green space. * Maximum building height: 60 m * Building setbacks, Parking, Projections to be followed as per Male’ Planning Regulations |
| **Complying uses of Commercial Building** | * Retail Shops/ Cafés/ Restaurants/ Supermarkets/ Department Stores/ Rentable Office Spaces/ Conference/ Convention/ Auditoriums/ Recreation and Entertainment Spaces * 30% of floor area permissible for use as city hotel and/or luxury apartments |
| **Target Market** | * Resident local and expatriate population of Male’, Hulhumale’, &Vilimale * Youths * Tourists |
| **Agreement Term** | 50 years |

*For further details please refer to Employers Requirement.*

* + 1. The objectives of this development Project are:-
       1. To develop and operate a world-class mixed development facility at the water front (Map1 - Annex A );
       2. To offer a comprehensive international fashion, lifestyle & leisure experience to the local population as well as visiting tourists by bringing branded merchandise, international & local cuisines, world class entertainment and gaming zones to the shores of Male’;
       3. To offer commercial spaces to cater to the needs of the city;
       4. To provide a platform to showcase local heritage, arts and culture;
       5. To promote family bonding, youth and community networking by providing Parks for children and gaming zones and cinemas for youth
       6. To provide a safe and accessible parking space to improve road traffic
    2. It is also the larger goal of the Government that this infrastructure development will bring about a positive economic impact resulting in quality jobs for the local workforce, increased tax revenues and contribution to the long-term economic growth objective.
    3. Basic amenities that needs to be incorporated into the Project in addition to the commercial building (as identified under the Land Use Plan in Employers Requirement)

#### SECTION 2: INSTRUCTION TO BIDDERS

* 1. Bidding Process
     1. This Request for Proposal (“**RFP**”) is issued by the Government of Maldives, represented by the Ministry of Finance and Treasury (“**MoFT**”). MoFT on behalf of Ministry of Housing and Infrastructure (the “Employer”) invites proposals from Bidders to enter into an Agreement, to design, build, finance, maintain and operate a mixed development property as described in the Employer’s Requirements.
     2. MOFT is inviting Bidders to submit their Bids to MOFT, which will consist of (i) Legal Documents (ii) Technical Bid and (iii) Financial Bid (collectively the "**Bid**") in accordance with the instructions contained herein and the requirements of the Request for Proposal (RFP).
     3. MOFT is not bound to accept any Bid or to approve any Bidder.
     4. MOFT reserves the right in their discretion to reject any or all Bids, in whole or in part, and to cancel or terminate this Bidding Process before or after the Bid Submission Deadline or re-issue this invitation or take whatever action it desires with respect to the Agreement;
     5. No Bidder shall claim a right, title or interest in the agreement unless a binding agreement for the Project has been executed.
     6. The Winning Bidder and the Employer shall enter into an agreement for a term of 49 years.
  2. Bidder
     1. This RFP is open to individuals, partnerships and companies, local and foreign.

Individuals submitting Bids shall be at least 18 (eighteen) years of age on the Bid Opening Date.

* + 1. Each Bidder shall appoint and authorize one (1) member to represent and irrevocably bind all its members in all matters connected with the Bidding Process (the "Authorized Representative").
    2. In the event a company or a consortium of companies is bidding, a board resolution stating the intent of the corporate entity to bid for the Project must be included as Part VI of the Legal Documents.
    3. Each Bidder shall provide a written power of attorney substantially in the form attached hereto in Schedule 2 – Form 3 (the "Power of Attorney"), duly notarized, identifying the authorized representative who shall have the authority to sign the Bid and irrevocably bind the Bidder in all matters connected with the Bidding Process during the Bid Validity Period (the "Authorized Representative").
  1. Costs
     1. The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bidder’s participation in the Bidding Process (the "Bid Costs") including, without limitation, all costs and expenses related to the Bidder’s involvement in:
        1. Participation at any Bidders' conference;
        2. Site visit;
        3. All other information gathering processes;
        4. Scheduled and/or additional meetings;
        5. Preparation of responses to questions or requests for clarification from MOFT; and
        6. Preparation of Bidders’ questions during the clarification process.

MOFT shall not be responsible or liable to pay any Bid Costs of any Bidders, regardless of the conduct or outcome of Bidding Process.

* 1. Non-Responsive Bids
     1. Each Bidder shall examine all instructions, terms and conditions, forms, specifications and other information contained in this RFP. If the Bidder fails to provide all documentation and information as required by the RFP and detailed in Section 3. Such action is at the Bidder’s risk and the Evaluation Committee may determine that the Bid is non-responsive to the RFP and may reject it.
  2. Clarifications
     1. A Bidder requiring any clarification or modification of the RFP may notify MOFT in writing, prior to the specified date in accordance with the Estimated Timetable.
     2. Last date to receive enquiries with regard to the RFP or the bidding process is 22nd May 2016.
     3. MOFT will use its best efforts to respond to requests for clarifications but cannot guarantee that each request and questions will be answered. MOFT will send a written response through email to the parties seeking clarification, by on the last date for MOFT to respond to enquiries which is 02nd June 2016. If similar or repeated queries are made by Bidders, those queries may be listed as one query and MOFT may respond to such query only once.

All clarifications and or enquiries should be submitted in writing, by e-mail to:

Director General

Tender Evaluation Section

Public Procurement Division

Ministry of Finance and Treasury

Ameenee Magu,

Male’, 20379

Republic of Maldives

Tel: (960) 3349266, (960) 3349191

Fax: (960) 3320706, (960) 3324432

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

[fathimath.rishfa@finance.gov.mv](mailto:fathimath.rishfa@finance.gov.mv)

* 1. Amendments or Modifications
     1. At any time prior to the Bid Submission Deadline, or after the Bid Submission Deadline in respect of a change of the Estimated Timetable, MOFT may, for any reason, whether at its own initiative, or in response to a clarification or modification requested by a Bidder, amend the RFP by an addendum. No other communications of any kind whatsoever shall modify the RFP.
     2. The amendment or modification will be published in MOFT’s website and will be binding on them.
     3. In order to afford Bidders reasonable time in which to take the amendment into account in preparing their Bids, MOFT may, at its discretion, extend the Bid Submission Deadline, in which case, MOFT will notify all Bidders through a public announcement published on the MOFT website.
  2. Due Diligence
     1. Bidders are required to carry out their own due diligence and neither MOFT or MOFT make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained in the RFP, or other documents made available to a person in connection with the Bidding Process for the Project.
     2. All bidders are encouraged to regularly check MOFT’s website for any amendments, modifications, or responses to clarifications or related announcements regarding the Project.
  3. Information provided by MOFT officials, representatives & advisors
     1. Each Bidder 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 Bids, negotiation of agreements, and the subsequent delivery of all services to be provided by the Winning Bidder.
     2. No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by MOFT officials, representatives, advisors or consultants, for the completeness or accuracy of any information contained in the RFP or provided during the Bidding Process. MOFT’s officials, representatives, advisors and consultants shall not be liable to any person or entity as a result of the use of any information contained in the RFP or provided during the Bidding Process.
     3. Bidders shall not rely on any oral statements made by MOFT officials, representatives, advisors, or consultants.
     4. All Bidders shall, prior to submitting their Bid, review all requirements with respect to corporate registration and all other requirements that apply to companies that wish to conduct business in Republic of Maldives. The Bidders are solely responsible for all matters relating to their legal capacity to operate in the jurisdiction to which this Bidding Process applies.
  4. Construction Period
     1. The construction period for the Project shall be 24 months from the date of signing of an Agreement between the winning Bidder and the Government of Maldives. The general conditions of this construction Agreement shall be in the format as appended with this RFP.
  5. Fairness and High Standards Required
     1. A Bidder is obliged to immediately report to MOFT any effort of which it becomes aware that could undermine the fairness and credibility of the Bidding Process.
     2. Where there is reasonable ground for suspecting that a person fails to comply with the procedures, terms and conditions and other requirements of the Bidding Process, MOFT will have the right and discretion to disqualify the Bid with which the person is associated from the Bidding Process, and exclude disqualified parties from participation in future MOFT’s development initiatives.
     3. Disqualification is without prejudice to any other rights or remedies available to MOFT.
     4. The MOFT’s Anti-corruption Principles requires Bidders to observe the highest standard of ethics during the process and execution of such agreements. In pursuance of this policy, the MOFT:
        1. will reject a Bid if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Project;
        2. on the evidence of corrupt or fraudulent practices by any party in the selection or the execution of the Agreement, MOFT will take appropriate action to rescind or cancel the Agreement; and
        3. will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a MOFT contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices.
  6. Disqualification
     1. If, at any time in the Bidding Process, MOFT concludes that there is a breach of the procedures, terms and conditions and requirements set out in the RFP, a Bid, a Bidder or a member of a consortium may be disqualified for that reason alone and MOFT may forfeit the sum of US$200,000 (United States Dollars Two Hundred Thousand) guaranteed under the Bank Guarantee submitted as part of the Bid.
     2. MOFT may at any time disqualify a Bidder if a Bidder, or any of its member:
        1. provides any false or misleading information in the Bids or withholds or conceals any information required to be in the Bids;
        2. fails to disclose or provide any additional information as may be required by MOFT from time to time;
        3. fails to report any material change in the information provided by it that occurs at any time prior to the Notification of Award;
        4. is directly or indirectly associated or affiliated in any manner with MOFT or the Evaluation Committee or any of their respective advisors engaged by MOFT for the Project
        5. has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Project. For the purposes of this Sub-Clause:
           + "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
           + "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
           + "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of MOFT, designed to establish bid prices at artificial, non-competitive levels; and
           + "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
        6. has been barred or blacklisted from participating in the Bidding Process by MOFT;
        7. fails to satisfy any national security concerns that MOFT may have; or
        8. has engaged or engages in any activity that may give rise to reputational damage to MOFT or to the Project.
  7. Basis for Evaluation
     1. Bidders shall be forthright and open in the Bid submission. Bids will only be evaluated on the contents of the Bid. A Bidder shall not assume that information in the public domain is available to be evaluated.
     2. Seeking to gain advantage through vague statements or omissions is more likely to lead to elimination than a higher rating in the Technical Bid evaluation.
     3. Submitting a Bid is not the first step in negotiating an agreement. There is no scope for revising the Bid or introducing new material after the Bid Submission Deadline, unless the information is specifically requested by MOFT.
  8. Estimated Time Table
     1. The estimated timetable for the Bidding Process is as follows (the "**Estimated Timetable**"):

Table 2 : Estimated Time Table

|  |  |
| --- | --- |
| **Estimated Time Table** | **Date** |
| Issue of information memorandum and the RFP | 28 April 2016 |
| Due diligence investigation and inspections by Bidders | 02 May 2016  to 19 May 2016 |
| Last date for receipt of written enquiries in relation to the Bid Process | 22 May 2016 |
| Last Date for MOFT to respond to queries | 02 June 2016 |
| Bid Submission Date | 09th June 2016 by 1300 hrs |
| Opening of Legal Documents | 09th June 2016 |
| Opening of Technical Bids | 09th June 2016 |
| Evaluation of Technical Bids | 09th – 19th June 2016 |
| Opening & Evaluation of Financial Bids | 20th June 2016 |
| Final Decision by MOFT on Acceptability of Bid | By 30th June 2016 |
| Notification of Decision to Successful Bidder and invitation to Negotiations | 03rd July 2016 |
| Initiate detailed negotiations with the Bidder | 03rd to 10th July 2016 |
| Signing of the Agreement | 14th July 2016 |
| Bid/Bank Guarantee to be valid for 120 days from submission which may be extended by MOFT for a further 120 days | 07 October 2016  04 February 2017 |

* + 1. MOFT may, at its sole discretion and without prior notice to the Bidders, amend the Estimated Timetable. Any changes to the Estimated Timetable will be made publicly available on the MOFT website and MOFT shall not incur any liability whatsoever arising out of the amendments to the Estimated Timetable.
  1. Language of Bid
     1. All Bids, and all correspondence and documents related to the Bid exchanged by the Bidder and MOFT, shall be written in the language specified in the Bid Data Sheet.
  2. Period of Validity of Bids
     1. Bids shall remain valid for one hundred and twenty (120) calendar days from the Bid Submission Deadline (the "Bid Validity Period"). A Bid valid for a shorter period shall be rejected by MOFT as non-responsive.
     2. In exceptional circumstances, MOFT may solicit the Bidders’ consent to an extension of the Bid Validity Period. The request and responses thereto shall be made in writing. If a Bidder accepts to extend the validity period, the Bid Security shall also be extended accordingly (and the Bidder shall use all reasonable endeavors to that end). However refusal by a Bidder to extend the Bid Validity Period shall not result in forfeiting its Bid Security. A Bidder accepting the MOFT’s request for extension will not be required nor permitted to modify its Bid.
  3. Format and Signing of Bids
     1. The Bidder shall prepare an original and the number of copies/sets of the Bid specified in the Schedule 1: Data Sheet, clearly marking each one as :

"BID - ORIGINAL", "BID - COPY NO. 1", "BID - COPY NO. 2", etc…, as

appropriate. In the event of any discrepancy between the original and any copy, the original shall prevail.

* + 1. The original and all copies of the Bid shall be typed and shall be signed by the Authorized Representative. The latter authorization shall be indicated by written Power of Attorney accompanying the Bid and submitted as Part IV to the Legal Documents in accordance with Section 3.2.5. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing such Bid.
    2. The Bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the Bid.

#### SECTION 3: COMPOSITION OF THE BID DOCUMENT

* 1. Constituent Parts of the Bid
     1. The Bid submitted by each Bidder shall comprise the following:
        1. Legal Documents;
        2. Technical Bid; and
        3. Financial Bid.

Together the "Bid Document"

* 1. Legal Documents
     1. Contents of the Legal Documents

Table 3 summarizes the content of the Legal Documents (the "Legal Documents"):

Table 3 : Legal Documents

|  |  |  |
| --- | --- | --- |
| Part I | Bid Form | Bid Form in the form set in Schedule 2 - Form 1 |
| Part II | Bid Security | Bid Security in the form set in Schedule 2 - Form 2 |
| Part III | Corporate structure and Company  Finances | All Bidders must submit their corporate information as per Form ELI 1 Bidder Information Sheet; Form ELI 2 Party to Joint Venture Information Sheet; Form CON 1 Historical Contract Non-Performance; Form CON 2 Current Contract Commitments/Works in Progress; Form FIN 1 Historical Financial Performance; Form FIN 2 Average Annual Turnover; Form FIN 3 Financial Resources; |
| Part IV | Power of Attorney | Power of Attorney in the form set in Schedule 2 - Form 3 |
| Part V | Conflict of Interest Statement | Conflict of Interest Statement in the form set in Schedule 2 - Form 4 |
| Part VI | Company Board Resolution | Resolution of the Board of Directors of the Company or Companies on Letter Head stating the intent of the entity/entities to bid for the stated Project.  If the Bidder is an individual this is not applicable. |

* + 1. Bid Form

In Part I of the Legal Documents, the Bidder shall furnish the bid form in the form contained in Schedule 2: Form 1 (the "**Bid Form**"). The Bid Form shall be signed by the Authorized Representative of the Bidder.

* + 1. Bid Security

In Part II of the Legal Documents, the Bidder shall furnish a Bid Security in the amount stipulated in the Bid Data Sheet (the **"Bid Security").**

The Bid Security shall be a first demand bank guarantee issued by an international (bank with at least one branch in the Republic of Maldives, or any major international bank acceptable to the MOFT) or by a Maldivian bank in the form attached hereto as Schedule 2: Form 2.

The Bidder shall ensure that the Bid Security remains valid for the Bid Validity Period. MOFT may request for an extension of the Bid Validity Period in accordance with Section 2.15 or in accordance with the terms of the Bid Security.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by MOFT as being non-responsive. A Bid with a validity period shorter than the Bid Validity Period shall be rejected by MOFT as being non-responsive.

The Bid Security of a Bidder must be executed by the Authorized Representative on behalf of the Bidder submitting the Bid.

The Bid Security of the Winning Bidder shall be returned upon execution of the Agreement. All Bid Securities of non-responsive/rejected Bidders shall be returned upon determining the fact. The Bid Securities of all remaining responsive Bidders shall be returned upon signing of an agreement with the Winning Bidder.

The Bid Security may, at the discretion of MOFT, be forfeited if the Bidder withdraws its Bid during the Bid Validity Period;

* + 1. Statement on the Corporate Structure

In Part III of the Legal Documents, the Bidder shall submit a statement on the corporate structure as indicated in the Bidder information sheet and company profiles.

If the Bidder is a consortium of corporate entities, then the above mentioned documents shall be submitted for each individual entity.

If the Bidder is an individual, the Bidder is not required to submit the Statement on the Corporate Structure. However if the Bidder is an individual, the Bidder is required to submit a copy of national identity card or passport.

* + 1. Power of Attorney and Conflict of Interest Statement

In Part IV of the Legal Documents, the Bidder (including each member of the Bidder if the Bidder is a consortium) shall provide a written Power of Attorney substantially in the form attached hereto in Schedule 2: Form 3, duly notarized, identifying the Authorized Representative of the Bidder who shall have the authority to sign the Bid and irrevocably bind the Bidder in all matters connected with the Bidding Process during the Bid Validity Period (the "**Authorized Representative").**

In Part V of the Legal Documents, each Bidder (including each member of the Bidder if the Bidder is a consortium) shall provide a written Conflict of Interest Statement, substantially in the form attached hereto in Schedule 2: Form 4, regarding any existing, potential, possible or future conflict of interest that a Bidder (and each member of the Bidder) may have with the Bidding Process, the Project, MOFT or any agency, instrumentality, or advisor thereof.

* + 1. Board Resolution

In Part VI of the Legal Documents, the Bidder (including each member of the Bidder if the Bidder is a consortium) shall provide a written Company Board Resolution or Resolutions in the case of a consortium on Company Letterhead stating the intent of the entity/entities to bid for the Project.

If the Bidder is an individual submission of a Board Resolution is not applicable.

* 1. Technical Bid
     1. Content of the Technical Bid: Submittal Requirements Specific to Evaluation and Qualification Criteria:

Table 4 : Content of the Technical Bid

|  |  |
| --- | --- |
| **PART A**: | Contact details – full address; contact person(s); |
| **PART B:** | Bidder must present the Project organizational structure for the construction periods with details of the qualified personnel to meet the specified requirements for each of the positions listed in Evaluation and Qualification Criteria as per Form PER – 1 Proposed Personnel; Form PER – 2: Resume of Proposed Personnel;  Details of experience in design, development and operation of similar Projects including retail shopping complexes, and hotels and/or serviced apartments. Bidders must submit information as per Form EXP – 1 General Experience, Form EXP 2 Specific Experience; |
| **PART C**: | Provide a proposal detailing the development plan envisaged for the Multi storey commercial building; addressing the following aspects (Refer Section 1.4).   1. Concept, Design/Layout, Technology (including environmentally friendly, and energy efficient building design and construction measures)    * A description of the overall retail concept and business rationale;    * Creativity and innovation of design, and application of technology;    * Justification of the feasibility of this concept    * Consistency with current retail trends, and how the proposed concept is anticipated to enhance the existing retail market in the Maldives; 2. Projected design/construction schedule that indicate key milestone dates (work days, not calendar days). 3. Expected investment and financial plan 4. Proposed measures of enhancing job creation and business opportunities for locals and any other proposed corporate social responsibility initiatives |
| **PART D**: | Other Required Developments  Commitment for the development of 10,000sqm of small scale public parks to be completed within a period of 12 months from site handover for park development by Employer as a CSR component and subsequent maintenance of the park for a period of 10yrs thereafter. At the end of this period the parks possession shall be handed over to the Government. |

**PART E**: Demonstrate ability to obtain funding for development in the short/medium/long term; with letters of reference of Comfort letters from banks. In addition Bidder must provide the company financial details as per the forms provided.

* + 1. Bidders must propose their commitment to provide the facilities detailed in 1.4.7. However, no additional marks will be allocated for additional developments proposed over and above the minimum requirements stated. Alternative development concepts may come into consideration at the negotiation stage, where elements of which can be incorporated into the Agreement.
  1. Financial Bid
     1. Each Bidder will submit its Financial Bids **(**the **"Financial Bid")** by completing the Financial Bid Form set out in Schedule 2: Form 5 (the **"Financial Bid Form"**).
     2. Financial bid containing the Lease Rent shall be on an incremental schedule and proposed for the duration of the Agreement.

#### SECTION 4: BID SUBMISSION

* 1. Sealing and Marking of Bids
     1. The Bidders shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as ***"BID - ORIGINAL"*** and ***"BID - COPIES".*** The envelopes shall be sealed in an outer envelope.
     2. The inner and outer envelopes shall be:
        1. sealed;
        2. addressed to MOFT at the address given in the Data Sheet; and
        3. bear the words "**MULTI-PURPOSE MIXED DEVELOPMENT PROJECT BID.**

**DO NOT OPEN BEFORE [DATE**]" to be completed with the time and date specified in the Bid Data Sheet in Schedule 1.

* + 1. In addition, the envelopes must contain the number of copies of the Legal Documents, Technical Bid and Financial Bid as specified in the Bid Data Sheet.
    2. The inner envelopes shall each indicate the name and address of the Bidder so that the Bid can be returned unopened in case it is declared "late".
    3. If the outer envelope is not sealed and marked as required by Section 4.1.2, MOFT will assume no responsibility for the Bid’s misplacement or premature opening. If the outer envelope discloses the Bidder’s identity, MOFT will not guarantee the anonymity of the Bid submission, but this disclosure will not constitute grounds for Bid rejection.
    4. Bidders shall include in each inner envelope:
       1. a sealed envelope bearing the words ***"MULTI-PURPOSE MIXED DEVELOPMENT PROJECT: ENVELOPE A - LEGAL DOCUMENTS",*** which

envelope shall contain the Legal Documents as specified in Section 3.2 (the "**Legal Documents Envelope**"). The Legal Documents Envelope shall indicate the name and address of the Bidder;

* + - 1. a sealed envelope bearing the words ***"MULTI-PURPOSE MIXED DEVELOPMENT PROJECT: ENVELOPE B – TECHNICAL BID",*** which

envelope shall contain the Bidders’ Technical Bid as specified in Section 3.3 (the "**Technical Bid Envelope**").

* + - 1. a sealed envelope bearing the words ***MULTI-PURPOSE MIXED DEVELOPMENT PROJECT: ENVELOPE C – FINANCIAL BID",*** which

envelope shall contain the Bidders’ Financial Bid offers as specified in Section 3.4 (the "**Financial Bid Envelope**").

(Together the "**Bid Envelopes**")

* 1. Bid Submission Deadline
     1. Bids must be received by MOFT at the address specified in the Bid Data Sheet no later than the time and date stated in the Data Sheet as the Bid Submission deadline (the "**Bid Submission Deadline**"). A meeting will be held by MOFT to register and announce the receipt of Bids in the presence of Bidders representatives who wish to attend in accordance with Section 5.1 of the RFP.
     2. A Bid, complete in all respects, shall reach the office of MOFT, Male’, Republic of Maldives before **13:00 hours (01:00pm local time in Maldives, GMT + 5 hours) on 09thJune 2016**.
     3. A Bid submitted after the Bid Submission Deadline shall be declared late, rejected and returned unopened to the Bidder. No special pleadings will be accepted.
     4. Bidder is responsible for the timely delivery and receipt of Bids prior to the time and Bid Submission Deadline and no liability shall attach to MOFT in this matter.
     5. Hard (paper) versions of the Bid should be submitted along with a CD containing the soft copy of the Technical Bid.
     6. MOFT may, at its discretion, extend the Bid Submission Deadline by amending the RFP in accordance with Section 2.6, in which case all rights and obligations of MOFT and Bidders will thereafter be subject to the deadline as extended.
  2. Late Bids
     1. Any Bid received by MOFT after the Bid Submission Deadline will be rejected and returned unopened to the Bidder.
     2. Bids may be modified or withdrawn by the Bidder after submission, provided that written notice of the modification or withdrawal is received by MOFT prior to the Bid Submission Deadline.
     3. The Bidder’s modifications shall be prepared, sealed, marked and dispatched as follows:
        1. The Bidder shall provide an original and the number of copies specified in the Bid Data Sheet of any modifications to its Bid, clearly identified as such, in two envelopes, duly marked “**MULTI-PURPOSE MIXED DEVELOPMENT PROJECT** - **BID MODIFICATIONS**–**ORIGINAL**" and "**MULTI-PURPOSE MIXED DEVELOPMENT PROJECT**-**BID MODIFICATIONS** - **COPY**". The

envelopes shall be sealed in an outer envelope, duly marked "**MULTI-PURPOSE MIXED DEVELOPMENT PROJECT**–**BID MODIFICATIONS**".

* + 1. Other provisions concerning the marking and dispatch of Bids modifications shall be in accordance with Sections 4.1.3, 4.1.4 and 4.1.5.
    2. A Bidder wishing to withdraw its Bid shall notify MOFT in writing prior to the Bid Submission Deadline. The notice of withdrawal shall:
       1. Be addressed to MOFT at the address named in the Bid Data Sheet; and
       2. Bear the Bidder name and the words **"MULTI-PURPOSE MIXED DEVELOPMENT PROJECT - BID WITHDRAWAL NOTICE"**. Bid

Withdrawal Notices received after the Bid Submission Deadline will be ignored, and the submitted Bid will be deemed to have been submitted.

* + 1. Any withdrawal of a Bid in the interval between the Bid Submission Deadline and the expiration of the Bid Validity Period specified in Section 2.15 will result in the Bidder’s forfeiture of its Bid Security.

#### SECTION 5: BID OPENING AND EVALUATION

* 1. Bid Opening Venue
     1. MOFT will open the proposals, including modifications made pursuant to Section 2.6, in the presence of proponents’ representatives who choose to attend, on 09th June 2016, 13:00hrs (1:00pm local time). Any change in Venue will be notified in advance and shall be publicly announced on the MOFT website.
     2. The proponents’ representatives who are present shall sign a register evidencing their attendance.
     3. Each sealed envelope containing a Bid shall be examined by MOFT and the proposers to verify that the sealed envelopes are intact and to rule out the possibility of tampering.
     4. The names of Bidders shall be read out to the attendance.
     5. The MOFT may in its absolute discretion invite media coverage for the event.
  2. Evaluation Committee
     1. MOFT shall appoint a committee which shall be responsible for assessing the Bidders' Bids (the "Evaluation Committee").
     2. The MOFT shall ensure that the no member of the Evaluation Committee participated directly or indirectly in the preparation and/or submission of any Bid.
  3. Proceedings
     1. Each Bid shall be numbered in the order received and stamped with the time of receipt.

In addition, the receipt of each Bid will be recorded in a register (the "Register"), in the order of receipt specifying the date, time and name of Bidder submitting the Bid. Once a Bid has been submitted, it will be secured until the time of opening.

* + 1. The Bidders’ names, Bid withdrawals, and any such other details as the Evaluation Committee may consider appropriate, will be announced by the Evaluation Committee at the opening proceedings.
    2. The Bid Envelopes will be opened by members of the Evaluation Committee in the presence of Bidders’ Authorized Representative or, a person designated by the Bidder. A person designated by the Bidder other than the Authorized Representative shall present a documentary proof of representation for Bidder. The Bidders’ representatives who are present shall also sign the Register as proof of their attendance.
    3. The Bid Envelopes shall be placed on a table in open view of the public.
    4. The Evaluation Committee shall open the Bid Envelopes, one at a time, in the order in which the Bids were received and take out the contents.
    5. The internal Envelopes A, B, and C, referred to in Section 4.1.6 shall be placed on a table in open view of the public but will remain sealed. The Evaluation Committee will then declare the opening proceedings ended and will dismiss the Bidders’ representatives present.
    6. The Evaluation Committee shall evaluate each Bid by reference to procedures outlined in this RFP with due impartiality and fairness as described hereinafter.
  1. Summary of Bid Evaluation Process

The evaluation process will be undertaken in three stages as follows:-

1. Pre-Qualification
   * The Bidders must provide “ALL” the documents or materials referred to in Section 3.2 of this RFP.
   * The Evaluation Committee shall evaluate whether the Legal Documents submitted by each of the Bidders are fully-compliant or non-compliant to Section 3.2 of the RFP and will accordingly be evaluated for "RESPONSIVENESS / NON-RESPONSIVENESS".
   * “RESPONSIVE” bids will be pre-qualified to the next stage.
2. Technical Evaluation

All pre-qualified bids will be evaluated at the Technical Evaluation stage. Evaluation of the Technical Bid (The Technical Bid shall be evaluated in 2 parts). Part 1: Compliance

If any components listed above in Table 4: Contents of the Technical Bid, receives a "FAIL" score, the Technical Bid of a Bidder shall be deemed non-compliant.

Each of the components listed in Table 4: Contents of the Technical Bid must receive a "PASS" score for the Technical Bid to be deemed compliant.

Part 2: Scoring

All Bids receiving a “PASS” score will be evaluated in detail in accordance with the scoring criteria detailed Table 5.

Technical Bids must receive a minimum score of 70 from the total score of 100 to be moved on to the Financial Evaluation Stage.

1. Financial Evaluation

Scores for the Financial Bid will be given based on the NPV of the total lease rent proposed for the forty nine (49) year period for the Project. The discount rate to be used in calculating the NPV will be ten percent (10%).

The bidder proposing the lease rent with the highest NPV for the forty nine (49) year period shall be awarded full marks (40 points).

* 1. Opening and Evaluation of Legal Documents
     1. The Evaluation Committee will conduct the substantive evaluation of the Legal Documents to determine whether the Legal Documents are of acceptable quality and substantially responsive to the requirements set forth in the RFP. For purposes of this determination, substantially responsive Legal Documents are those that conform to all the terms and conditions of the RFP without material deviations, objections, conditionalities or reservations.

A material deviation, objection, conditionality or reservation is one:-

* + - 1. that affects, in any substantial way, the scope, quality or performance of the Project;
      2. that limits in any substantial way, inconsistent with the RFP, MOFT’s rights or the Winning Bidder’s (or, as applicable) obligations under the RFP and the Agreement; or
      3. whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Legal Documents.
    1. The Evaluation Committee shall evaluate whether the Legal Documents submitted by each of the Bidders are fully-compliant or non-compliant to Section 3.2 of the RFP and will accordingly be evaluated on a "pass / fail" basis.
    2. Where any Legal Documents requires clarification in the foregoing evaluations, the Evaluation Committee may advise Bidder to provide such clarifications.
    3. The Bid Security and unopened Technical Bid Envelopes and Financial Bid Envelopes of any Bidder whose Legal Documents have received a "fail" score shall be returned unopened to the representatives of the Bidders that submitted the Bid.
  1. Opening and Evaluation of Technical Bids
     1. The Evaluation Committee will open the Technical Bid Envelopes of each Bidder whose Legal Documents have received a "pass" score to retrieve the Technical Bids. The Evaluation Committee will then proceed to the evaluation of the Technical Bids.
     2. Evaluation of the Technical Bid (The Technical Bid shall be evaluated in 2 parts).

Part 1: All Bids will first be evaluated for responsiveness. The Technical Bids shall consist of **at minimum** all the elements listed in Table 4: Contents of the Technical Bid.

If any element listed above in Table 4: Contents of the Technical Bid, receives a "fail" score, the Technical Bid of a Bidder shall be deemed to receive a "fail" score.

Responsiveness evaluation shall be evaluated on a **"pass / fail"** basis to ensure compliance. Each of the elements listed above shall receive a "pass" score for the Technical Bid of a Bidder to receive a "pass" score.

Part 2: In part 2 of the evaluations, all Bids receiving a “pass” score will then be evaluated in detail in accordance with the scoring criteria detailed below.

Table 5 : Technical Bid Evaluation Criteria

|  |  |  |
| --- | --- | --- |
| **Criteria** | | **Total Score** |
| **Part A :** | **Contact Details** | **Mandatory** |
| **Part B :** | **Details of experience in design, development and operation of similar facilities** | 15% |
| **Part C :** | **Development plan envisaged for the Multi storey commercial building,** |  |
|  | (i) Concept, Design/Layout, Quality of Improvements, Technology, and Schedule |  |
|  | * A description of the overall concept and business rationale; Consistency with current retail trends, and how the proposed concept is anticipated to enhance the existing retail market in Maldives | 15% |
|  | * Aesthetics, innovative, sustainable and iconic concept; | 24% |
|  | * Justification of the feasibility of this concept; | 8% |
|  | (ii) Projected design / construction schedule that indicate key milestone dates (work days, not calendar days). | 8% |
|  | (iii) Expected investment and financial plan | 7% |
|  | (iv) Proposed measures of enhancing job creation for locals and business opportunities for locals | 6% |
| **Part D :** | **Other Required Developments** |  |
|  | (i) Commitment for development of public parks and maintenance for the proposed duration. | 2% |
| **Part E :** | **Demonstration of financial capability to undertake the Project** | 15% |
|  | **TOTAL** | **100** |

* + 1. Proposals submitted in response to this RFP shall focus on the criteria detailed in Table 5.
    2. Any Submission omitting any of the Part (A), (B), (C), (D) or (E) will be declared non- compliant and disqualified.
    3. Where any Technical Bid requires clarifications in the foregoing evaluations, the Evaluation Committee may advise Bidders to provide such clarifications.
    4. The Evaluation Committee shall evaluate the Technical Bids submitted by each Bidder as stipulated above.
    5. Technical Bid receiving a score of 7**0 points or more** will be eligible for Financial Evaluation.
    6. The Bid Security and unopened Financial Bid Envelope of any Bidder whose Technical Bids have received a score of less than 70 points shall be returned to the Bidders.
  1. Opening and Evaluation of Financial Bids
     1. Financial Bids will be opened in the presence of representatives of Bidders who will be invited by MOFT.
     2. All Financial Bids will be opened at the same time by the Evaluation Committee.
     3. Scores for the Financial Bid will be given based on the NPV of the total lease rent proposed for the forty nine (49) year period for the Project. The discount rate to be used in calculating the NPV will be ten percent (10%).
     4. The bidder proposing the lease rent with the highest NPV for the forty nine (49) year period shall be awarded maximum score of 30 points.
     5. Scores for other bidders will be pro-rated accordingly.
     6. The following formula will be used for the purposes of calculating the NPV:

n

**S**

i

(1 + r) n

0

where;

i = Annual Lease Rent for the nth year r = Discount rate

n = Year (starting from 0)

* + 1. The Evaluation Committee will then proceed to score the Financial Bids out of 30 points.
  1. Notification of Award
     1. Upon completion of the Financial Evaluation, the Bid scoring the highest score in both Technical and Financial Evaluation will be the First Ranked Bidder. The MOFT will issue a letter of notification to the First Ranked Bidder requesting the Bidder to engage in detailed negotiations and finalizing an Agreement as per Section 6.2 and 6.3 of the RFP.
     2. In the event of failure to come to an Agreement with the First Ranked Bidder, as per the conditions in Section 6.2 MOFT may, at its discretion, cancel the negotiations.
     3. In such an event, MOFT may award a letter of notification and invite the Bidder whose combined score is the second highest (the "Second Ranked Bidder") to engage in detailed negotiations to finalize an Agreement as per Section 6.2 of the RFP.
     4. Should both the negotiations fail, MOFT may its discretion terminate the entire Bid Process.
  2. Waiver of Non-Conformities in Bids
     1. MOFT may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the Technical Bid and Financial Bid evaluation, pursuant to Section 5.6 and 5.7 respectively.

#### SECTION 6: RIGHT TO ACCEPT OR REJECT

* 1. MOFT’s right to accept or reject
     1. MOFT may, at its sole discretion:
        1. accept any Bid;
        2. reject any Bid;
        3. annul the Bidding Process and reject all Bids;
        4. annul the Bidding Process and commence a new process; or
        5. waive irregularities, minor informalities, or minor non-conformities which do not constitute material deviations in the submitted Bids from the RFP,

at any time prior to the signing of the Agreement without incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for MOFT’s actions.

* 1. Signature of the Agreement
     1. Within Thirty (30) calendar days of the Notification of Award, the Winning Bidder shall sign the Agreement with the MOFT.
  2. Failure to Sign the Agreement
     1. If the 1st Ranked Bidder, due to actions on their part, fails to comply with the provisions of Section 6.2, this failure shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security and such other remedies as MOFT may take under the applicable law, and MOFT may, at its discretion, award the Agreement to the Bidder whose combined score is the second highest (the "**Second Ranked Bidder**"). In such event, MOFT shall notify the Second Ranked Bidder of its election by written notice (a "**Substitute Selection Notice**"). The Second Ranked Bidder shall, from and after the date of receipt of the Substitute Selection Notice, assume the status of the Winning Bidder hereunder and shall meet the requirements of Section [6.2](#_bookmark43).
     2. In the event that the MOFT delivers a Substitute Selection Notice to the Second Ranked Bidder, the Second Ranked Bidder shall extend the expiration date of his Bid Security to a date not earlier than one hundred and twenty (120) calendar days after his receipt of the Substitute Selection Notice.

#### SECTION 7: GENERAL

* 1. Before submitting a Bid, a Bidder is deemed to have become familiar with and must at all times comply with the laws of the Republic of Maldives.
  2. MOFT or any of its advisors or consultants may not be held liable for such risks, taxes, costs, fees, expenses and liabilities. Neither MOFT nor any of its advisors or consultants may be held liable in the event that a court of competent jurisdiction or other governmental authority declares the Bidding Process, selection and/or award invalid or sets it aside, for any reason whatsoever at any future date. For avoidance of doubt, following the signing of the Agreement the rights and obligations of the parties to the Agreement shall be governed by the Agreement.
  3. The information contained in the RFP does not constitute a binding obligation of MOFT or any of its advisors or consultants to select a Winning Bidder.
  4. Requesting and/or receiving Bids or any other information or document will not constitute an invitation or commitment by MOFT or any of its advisors or consultants to enter into any agreement, undertaking or covenant with a Bidder.
  5. MOFT or at their own discretion, reserve the right to:
     1. Accept or reject any or all Bids or any part thereof;
     2. Withdraw from the proposed transaction or any part of the Bidding Process or to vary any of its or their terms at any time without giving any reason therefore;
     3. Waive any defect contained therein;
     4. Draw the full amount of the Bid Security should any condition for drawing contained therein occur with respect to such Bidder; and
     5. Exercise any other remedy granted by the laws of the Republic of Maldives or the RFP.
  6. Where no Bid is received or where only one Bid is received, the Bidding Process can continue to be implemented.

#### SECTION 8: SCHEDULES

|  |  |
| --- | --- |
| **Schedule 1** | **Data Sheet** |
| **Schedule 2** | **Technical and Financial Information Forms** |

SCHEDULE 1: DATA SHEET

The following Bid Data supplement the provisions in the Instructions to Bidders.

|  |  |
| --- | --- |
| Project Name | **MULTI-PURPOSE MIXED DEVELOPMENT PROJECT** |
| Name of Contracting Authorities | Ministry of Housing and Infrastructure |
| Address of Contracting Authority | Ministry of Housing and Infrastructure, Ameenee Magu, Maafannu,  Male', 20392, Republic of Maldives. |
| Address for submission of Bids | Ministry of Finance and Treasury, Ameenee Magu,  Male’, Republic of Maldives  Tel :  Fax : |
| Address for submission of Bid Clarifications | Ministry of Finance and Treasury, Ameenee Magu,  Male’, Republic of Maldives  Tel :  Fax : |
| Bid Submission Deadline | Time and Date 13:00 hours, 09th June 2016 |
| Language of Bid | English |
| Amount of Bid Security | USD 200,000 |
| Bid Validity Period | One Twenty (120) calendar days from the Bid Submission Deadline, and a further extension of One Twenty (120) days |
| Number of Copies of Bid | In Print 01 Original and 02 copies; and 01 Electronic copy (CD) |

SCHEDULE 2: Form 1- BID FORM

[Location and Date]

To: [****]

RE: MULTI-PURPOSE MIXED DEVELOPMENT PROJECT IN MALE’

Having examined the Request for Proposal Document including all addenda issued in connection with the Request for Proposal Document, I/we, the undersigned, offer to design, build, finance, maintain and operate a …………….…….. with support facilities as per the requirements outlined in the Request for Proposal Document.

I/we undertake, if our bid is accepted, to design, build, finance, maintain and operate a multi-purpose mixed development property with support facilities in accordance with the requirements outlined in the Request for Proposal Document.

I/we agree to abide by this bid for a period of one hundred and twenty (120) days (including holidays and weekends) from the date fixed for bid opening as specified in Section 4.2.2 of the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding contract between us.

I/we confirm that I/we have not in any way been associated, in the preparation of this bid, directly or indirectly, with an employee or a member of the Ministry of Finance and Treasury or Ministry of Housing and Infrastructure, Government of the Republic of Maldives.

I/we confirm that I/we have carefully read, understood and agree to all the terms and conditions of the Request for Proposal Document.

I/we understand that you are not bound to accept the highest or any bid you may receive.

I/We have examined, understood and checked the Request for Proposal (RFP) document, and have ascertained that it contains no errors or other defects.

In submitting this Bid, I/we confirm that I/we do not have and will not have a conflict of interest that gives rise, or will give rise, to an unfair advantage as against another Bidder.

The Legal Documents, Technical Bid and Financial Bid are part of this Bid and are scheduled to it in three (3) sealed envelopes in accordance with the provisions set out in the Request for Proposals.

I/We understand that the Government of the Republic of Maldives is not bound to accept any offer received from us. I/We accept that I/we are fully responsible for all costs associated with our participation in the Bidding Process.

Name of Authorized Representative Signature of Authorized Representative Duly authorized to sign bids for and

on behalf of [Name of Bidder]

In the presence of: Name of Witness Address of Witness Signature of Witness

SCHEDULE 2: Form 2 - BID SECURITY FORM

**MULTI-PURPOSE MIXED DEVELOPMENT PROJECT IN MALE’**

[Location and Date]

To: The Government of the Republic of Maldives acting by and through the Ministry of Finance and Treasury

Whereas *[name of bidder (if a company, company’s registration number(s), if an individual, National Identification or Passport Number )]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]*for the Multi-purpose Mixed Development Project as per the requirements outlined in the Request for Proposal Document (hereinafter called “the Bid”)

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto the Government of Maldives (hereinafter called “the Employer”) in the sum of United States Dollars Two Hundred Thousand (USD 200,000) for which payment well and truly to be made to the said Corporation, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank on this day of 2016.

THE CONDITIONS of this obligation are: The Bidder;

1. withdraws its Bid during the period of bid validity as specified in Section 2.15 of the Request for Proposals Document; or
2. breaches any of the procedures, terms and conditions and requirements set out in the RFP; or
3. does not accept amendments or modifications made to or correction of errors in the Request for Proposal Document in accordance with Section 2 of the Request for Proposal Document; or

The bidder, having been notified of the acceptance of it’s Bid by the Corporation during the period of bid validity:

1. refuses to accept the award; or
2. fails to sign the Agreement in accordance with Section 6 of the Request for Proposals document. We undertake to pay to the Employer the above amount upon receipt of its first written demand, without

the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is owing to the occurrence of any of the above conditions.

This guarantee will remain in force up to and including one hundred and twenty (120) days (including holidays and weekends) after bid opening (insert date), and any demand in respect thereof should reach the Bank not later than the above date.

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

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

[seal and signature of the bank/financial institution]

*Note: Bank Guarantee issued by foreign financial institutions should be duly notarized.*

SCHEDULE 2: Form 3 - POWER OF ATTORNEY

**RE: MULTI-PURPOSE MIXED DEVELOPMENT PROJECT IN MALE’ [DATE]**

BY THIS POWER OF ATTORNEY made on the day set out in the schedule attached hereto (the "**Schedule**") the **[corporation / entity]** described in the Schedule as the "**Bidder**" hereby appoints the person described in the Schedule as the "**Authorized Representative**" to:

* 1. execute under hand, or under seal, and deliver in the place set out in the Schedule the document or documents described therein as the "**Bid**";
  2. to deliver and receive any document or instrument in relation to the Bid; and
  3. to do all things necessary and incidental in respect of the matters set out in (a) – (c) herein including to do, execute and perform any other deed, matter act or thing which in the opinion of the Authorized Representative ought to be done executed or performed to perfect or otherwise give effect to the Bid.

AND IT DECLARES THAT:

1. The powers and authorities hereby given shall remain in full force and effect until their revocation by written notice to the Authorized Representative.
2. The Bidder will, from time to time and at all times, ratify and confirm whatever the Authorized Representative does or causes to be done pursuant to this Power of Attorney, and will indemnify and keep the Authorized Representative indemnified against all claims, demands, costs, damages, losses and expenses, however arising (including from the form, sufficiency, accuracy, genuineness, falsification or legal effect of the Bid), consequent upon the lawful exercise of all or any of the powers or authorities hereby granted.
3. The Bidder will forthwith upon execution and delivery of this Power of Attorney, properly register this Power of Attorney if required by any applicable law.

SCHEDULE

epresentative

|  |  |  |
| --- | --- | --- |
| A | DATED | [Insert Date of Execution] |
| B THE BIDDER: [Insert Name of Bidder] | | |
| C THE AUTHORIZED [Insert Name of Authorized R REPRESENTATIVE: | | |
| D PLACE IN WHICH [****] DOCUMENTS ARE TO BE EXECUTED AND | | |
| DELIVERED:  E DOCUMENTS: All Documents in respect of | | |

the Bidder’s bid for the Agreement for the Multi-purpose Mixed Development Project in Male’,**[DATE]**

IN WITNESS WHEREOF the Bidder has executed this Power of Attorney **[under seal]** on the date set out above

[SEAL]

[Name / Title of Bidder]

Bidder’s Qualifications

To establish its qualifications to perform the contract in accordance with Evaluation Criteria the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder

**Form ELI 1 -**

Bidder Information Sheet

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Bidder’s Reference No: *[Insert reference no]*

Procurement Reference No.: *[insert reference number]*

Page \_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |  |
| --- | --- |
| 1. Bidder’s Legal Name | *{insert Bidder’s legal name}* |
| 2. In case of JV, legal name of each party: | *{insert legal name of each party in JV}* |
| 3. Bidder’s actual or intended Country of Registration: | *{insert actual or intended Country of Registration}* |
| 4. Bidder’s Year of Registration: | *{insert Bidder’s year of registration}* |
| 5. Bidder’s Legal Address in Country of Registration: | *{insert Bidder’s legal address in country of registration}* |
| 6. Bidder’s Authorized Representative Information | |
| Name: | *{insert Authorized Representative’s name}* |
| Address: | *{insert Authorized Representative’s Address}* |
| Telephone/Fax numbers: | *{insert Authorized Representative’s tel/fax numbers}* |
| Email Address: | *{insert Authorized Representative’s email address}* |
| 7. Attached are copies of original documents of: *{check the box(es) of the attached original documents}* | |
|  Articles of Incorporation or Registration of firm named in 1,   * In case of JV, letter of intent to form JV including a draft agreement, or JV agreement,    In case of government owned entity from the Employer’s country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, | |

**Form ELI 2**

Party to Joint Venture Information Sheet

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Bid Submission]*

Bidder’s Reference No: *[Insert reference no]*

Procurement Reference No.: *[insert reference]*

Page \_\_\_ of \_\_\_ pages

|  |  |
| --- | --- |
| 1. Bidder’s Legal Name: | *{insert Bidder’s legal name}* |
| 2. JV’s Party legal name: | *{insert JV’s Party legal name}* |
| 3. JV’s Party Country of Registration: | *{insert JV’s Party country of registration}* |
| 4. JV’s Party Year of Registration: | *{insert JV’s Part year of registration}* |
| 5. JV’s Party Legal Address in Country of Registration: | *{insert JV’s Party legal address in country of registration}* |
| 6. JV’s Party Authorized Representative Information | |
| Name: | *{insert name of JV’s Party authorized representative}* |
| Address: | *{insert address of JV’s Party authorized representative}* |
| Telephone/Fax numbers: | *{insert telephone/fax numbers of JV’s Party authorized representative}* |
| Email Address: | *{insert email address of JV’s Party authorized representative}* |
| 7. Attached are copies of original documents of: {*check the box(es) of the attached original documents}* | |
|  Articles of Incorporation or Registration of firm named in 1, above,   In case of government owned entity from the Purchaser’s country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, | |

**Form CON – 1**

Historical Contract Non-Performance

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tendering No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  |  |  |  |
| --- | --- | --- | --- |
| Non-Performing Contracts in accordance with Evaluation and Criteria | | | |
|  Contract non-performance did not occur during the stipulated period, in Evaluation Criteria   Contract non-performance during the stipulated period, in EvaluationCriteria | | | |
| Year | Outcome as Percent of Total Assets | Contract Identification | Total Contract Amount (current value, US$ equiv) |
|  |  | Contract Identification:  Name of Employer:  Address of Employer:  Matter in dispute: |  |
| Pending Litigation, in accordance with Evaluation Criteria | | | |
|  No pending litigation in accordance with Evaluation Criteria   Pending litigation in accordance with Evaluation Criteria, as indicated below | | | |
| Year | Outcome as Percent of Total Assets | Contract Identification | Total Contract Amount (current value, US$ equiv) |
|  |  | Contract Identification:  Name of Employer:  Address of Employer:  Matter in dispute: |  |
|  |  | Contract Identification:  Name of Employer:  Address of Employer:  Matter in dispute: |  |

**Form CON 2**

Current Contract Commitments/Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Name of contract** | **Employer, contact address/tel/fax** | **Value of outstanding work (current US$ equiv)** | **Estimated completion date** | **Average monthly invoicing over last six months (US$/month)** |
| 1. |  |  |  |  |  |
| 2. |  |  |  |  |  |
| 3. |  |  |  |  |  |
| 4. |  |  |  |  |  |
| 5. |  |  |  |  |  |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
|  |  |  |  |  |  |

Financial Situation

**Form FIN 1 Historical Financial Performance**

To be completed by the Bidder and, if JV, by each partner

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tendering No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Financial information (*US$ equiv)*** | **Historic information for previous \_\_\_\_ years *(US$ equiv in ,000s)*** | | | | | | |
|  | **Year 1** | **Year 2** | **Year 3** | **Year …** | **Year n** | **Avg.** | **Avg. Ratio** |
| **Information from Balance Sheet** | | | | | | | |
| **Total Assets (TA)** |  |  |  |  |  |  |  |
| **Total Liabilities (TL)** |  |  |  |  |  |  |
| **Net Worth (NW)** |  |  |  |  |  |  |  |
| **Current Assets (CA)** |  |  |  |  |  |  |  |
| **Current Liabilities (CL)** |  |  |  |  |  |  |
| **Information from Income Statement** | | | | | | | |
| **Total Revenue (TR)** |  |  |  |  |  |  |  |
| **Profits Before Taxes (PBT)** |  |  |  |  |  |  |
|  | | | | | | | |
|  | | | | | | | |

 Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

* Must reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies
* Historic financial statements must be audited by a certified accountant
* Historic financial statements must be complete, including all notes to the financial statements
* Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

**Form FIN – 2**

Average Annual Turnover

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tendering *No*.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  |  |  |
| --- | --- | --- |
| **Annual turnover data** | | |
| **Year** | **Amount and Currency** | **US$ equivalent** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| \*Average Annual Turnover |  |  |

\*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Evaluation Criteria, divided by that same number of years.

**Form FIN 3**

Financial Resources

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 Evaluation Criteria

|  |  |
| --- | --- |
| **Source of financing** | **Amount (US$ equivalent)** |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |

**Form EXP – 1**

General Experience

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tendering No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

| **Starting Month / Year** | **Ending Month / Year** | **Years\*** | **Contract Identification** | **Role of Bidder** |
| --- | --- | --- | --- | --- |
|  |  |  | Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer:  Address: |  |
|  |  |  | Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer:  Address: |  |
|  |  |  | Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer:  Address: |  |
|  |  |  | Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer:  Address: |  |
|  |  |  | Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer:  Address: |  |
|  |  |  | Contract name:  Brief Description of the Works performed by the Bidder:  Name of Employer:  Address: |  |

\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

**Form EXP – 2**

Specific Experience

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Procurement Ref No: \_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

| **Similar Contract Number: …….. *[insert specific number]* of ……. *[insert total number of contracts* required].** | **Information** | | |
| --- | --- | --- | --- |
| **Contract Identification** |  | | |
| **Award date** |  | | |
| **Completion date** |  | | |
| **Role in Contract** | Contractor | Management Contractor | Subcontractor |
| **Total contract amount** |  | | US$ |
| **If partner in a JV or subcontractor, specify participation of total contract amount** | % |  | US$ |
| **Employer’s Name:** |  | | |
| **Address:** |  | | |
| **Telephone/fax number:** |  | | |
| **E-mail:** |  | | |

**Form EXP – 2.4.2(a) (cont.)**

**Specific Experience (cont.)**

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| **Similar Contract  No. ……… *[insert specific number]* of ……. *[insert total number of contracts]* required** | **Information** |
| --- | --- |
| **Description of the similarity** in accordance with Evaluation Criteria: |  |
| **Amount** |  |
| **Physical size** |  |
| **Complexity** |  |
| **Methods/Technology** |  |
| **Physical Production Rate** |  |

**Form EXP – 3**

Specific Experience in Key Activities

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tendering No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  | **Information** | | |
| --- | --- | --- | --- |
| **Contract Identification** |  | | |
| **Award date** |  | | |
| **Completion date** |  | | |
| **Role in Contract** | Contractor | Management Contractor | Subcontractor |
| **Total contract amount** |  | | US$ |
| **If partner in a JV or subcontractor, specify participation of total contract amount** | % |  | US$ |
| **Employer’s Name:** |  | | |
| **Address:** |  | | |
| **Telephone/fax number:** |  | | |
| **E-mail:** |  | | |

**Form EXP – 2.4.2 (b)(cont.)**

**Specific Experience in Key Activities (cont.)**

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

JV Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  | **Information** |
| --- | --- |
| Description of the key activities in accordance with Evaluation Criteria: |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

SCHEDULE 2: Form 4 - CONFLICT OF INTEREST STATEMENT

**RE: MULTI-PURPOSE MIXED DEVELOPMENT PROJECT IN MALE’,[DATE]**

Ladies/Gentlemen:

Declaration of Conflict of Interest

I/We, the undersigned, are not aware of any conflict or potential conflict arising from prior or existing contract or relationship which could materially affect our capability to comply with our obligations under the Agreement a Multi-purpose Mixed Development Project in Male’.

In particular, other than as disclosed below, I/we have no prior or existing contracts, negotiations or relationships with the Republic of Maldives, its officials, representatives, advisors or consultants.

I/We disclose that the following transactions may be in conflict with the Project:

Name of Project

**Date Started**

**Description of Conflict**

.

Yours Sincerely,

Authorized Representative Name and Title Signatory Address

SCHEDULE 2: Form 5 - FINANCIAL BID FORM and RENT SCHEDULE

**RE : MULTI-PURPOSE MIXED DEVELOPMENT PROJECT IN MALE’**

[Date]

To: [****]

Ladies and/or Gentlemen,

In the scope of the Invitation to Bid issued by the Government of the Republic of Maldives concerning the award for the Design, Build, Finance, Maintain and Operation of a Multi-Purpose Mixed Development Project in Male’, I/we herewith enclose this Financial Bid offer as our Financial Bid.

I/We acknowledge that our Financial Bid shall only be evaluated based on the NPV of the Annual Lease Rent proposed for the Building for the duration of the Forty Nine (49) years.

The discount rate to be used in calculating the NPV will be ten percent (10%) The Proposed Lease Rent for Forty Nine (49) shall be as follows:-

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **Proposed Lease Rent**  **(USD)** | **Proposed Lease Rent**  **(Amount in Words)** | **Incremental**  **Percentage** |
| 1 |  |  | 0% |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| …. |  |  |  |
| …. |  |  |  |
| 49 |  |  |  |

In case of any discrepancies in the Proposed Lease Rent amount in numerical figures and words, the amount in words will prevail.

The Bid shall be valid until 07 October 2016 and the Government of Maldives may extend the validity of the Bid until 04 February 2017.

I/We acknowledge and agree that the Government of the Republic of Maldives will not be responsible for any errors or omissions on our part in preparing this bid, and I/we shall indemnify the Government of the Republic of Maldives fully in connection therewith.

Yours faithfully,

Authorized Representative Name and Title of Signatory Name of Bidder

#### SECTION 9: EMPLOYER’S REQUIREMENTS

1. **Introduction**

The Project will be located on up to 6512.17sqm of land (see Annex A) on the west coast waterfront facing Boduthakurufaanu Magu. The Project is potentially well-suited to a phased development approach. The project is to be conceiving as a vertical city: mixed-use towers accommodating offices, apartments, a sport arena (indoor /outdoor), conference facilities, shops, restaurants, and cafes. This project is a part of the ongoing redevelopment of the west coast waterfront development; aim to reinstate the vibrant urban activity - trade, transport, leisure - once familiar to the neighborhood living and social spaces integrated with the natural environment. Sustainability features will be incorporated throughout the project through careful environmental analysis of sun, wind, and micro-climate conditions and the integration of low-impact passive energy strategies.

The developer will be required to construct both on and off site infrastructure including all necessary utilities, roads, storm water runoff as required by local governments. The Ground Lease for the Site will be for a term of 50 years. The government’s fee interest in the Site and Ground Lease will be not subordinated to any financing or other lien or encumbrance which the developer may create in connection with development and ownership of the Project. However, subject to the terms of the Ground Lease, the developer will have the right to pledge its interest in the Ground Lease as security to a recognized lending institution that lends funds for the development of the Project.

1. **Project Objectives**

The primary project objectives are as follows;

* + To develop and operate a distinctive world-class mixed development facility at the west coast water front (Map1 - Annex A );
  + To offer a comprehensive international fashion, lifestyle & leisure experience to the local population as well as visiting tourists by brining branded merchandise, international & local cuisines, world class entertainment and gaming zones to the shores of Male’;
  + To offer commercial spaces to cater to the needs of the city and to create more vibrant community;
  + To provide a perfect setting for international events as well to showcase local heritage, arts and culture;
  + To promote family bonding, youth and community networking by providing Parks for children and gaming zones and cinemas for youth
  + To provide a safe and accessible parking space to improve road traffic

It is also the larger goal of the Government that this infrastructure development will bring about a positive economic impact resulting in quality jobs for the local workforce, increased tax revenues and contribution to the long-term economic growth objective.

Basic amenities that needs to be incorporated into the Project (as identified under the Land Use Plan in Annex A Map 2 & 3)

**Summary of Key Components of the proposed development**

Basement Level: Parking / Services

Ground to Third Level: Sports / Community / Recreation/

-Botanical Garden

- Sport Arena (indoor/outdoor)

-Skate Park

-Cafés / Fast Food

-Swimming Pool

Retail

-Integrated Shopping Malls

- Modern Market Hall

Office:

-Convention Halls

-Office spaces; livable offices comprising mainly five qualities; Livable, Linked, Liberal, Lively and Landscape

Civic & Culture

-Exhibition space

-Theater / Cinema Hall

Residential

Services Apartments

Terrace Leisure

-infinity pool

-Green Terrace / Sky Park

-Gymnasium

1. **Project Location**

The Project is located at the main circulation route of Male’ Boduthakurufaanu Magu in adjacent to Indhiraa Gaandhi Memorial Hospital. The site is an excellent location for a mixed-used development and represents an exciting opportunity for the community of Male’.

The zone is applied to the institutional district of South West waterfront, a vital pedestrian oriented area that is defined by multi-story urban building types accommodating a mixture of institutional, retail, office, and residential uses.

1. **Conceptual Design**

The Government requires that the Project consist of a mixed - use development that brings together a sports arena, city hotel, office spaces, convention center, shopping malls, theaters and waterfront promenade In addition, the Government intends for the Project to include the following:

**General Aspects**

1. Automobile parking (included in rent) exclusively for the use of residents and separate parking for commercial and retail needs.
2. Outdoor space landscaped for passive use: this may include such things as seating areas, Botanical Park, and Open Plaza and may include active recreational facilities for outdoor sports such as volleyball, basketball, net ball mini futsal ground etc.
3. Compliance with applicable requirements of the planning regulation and building code requirements.
4. Proposals must evidence the developers’ familiarity with urban design principals, with emphasis on pedestrian-friendly street edges and landscaping. Specifically, interested developers must design a development in accordance with the goals and objectives of the Ministry.
5. The façade and overall structure, or massing, should be articulated individually and the details and scale of openings should change along the length of the building.
6. Architectural style and other design features of critical importance to development success
7. Fully dimensioned parking plan, including locations of public and project parking, handicap parking, main points of entry and exit, and traffic circulation (including valet parking and drop-off and pick-up zones).
8. Site plan integration and relationship to surrounding uses.
9. Three-dimensional digital massing diagram(s) showing the proposed project and surrounding buildings.

**III. PROCESS**

The Government is requesting Developer Qualifications and a Preliminary Proposal by the Developer including a description of the proposed project and terms. A short list of the best proposals will be developed by the Tender evaluation committee for further analysis.

**IV. DEVELOPER QUALIFICATIONS SUBMITTAL Part “A”**

1. Previous experience.

Developers must provide evidence of having undertaken other projects of this type and/or magnitude. Evidence must include brief project descriptions; a statement regarding the duration of developers' financial and operational involvement with each such project following completion; and the name, address, and telephone number of principal investors, architect, and principal consultants. A clearly demonstrated record of excellence in property management will be favored.

1. **Developer team.**

Developers must submit a list of members of the team that will include design professionals, management groups, construction team and any other applicable groups or individuals required to complete this project. Qualifications and experience of each, with this type of project, should be described. If the team is internal and experienced, it should be so noted.

1. **Financial capability to execute the project.**

Developers must submit information regarding their financial capability to successfully pursue and complete the project on a timely basis. The Government requires evidence of financial condition including company and, if relevant, personal financial statements, a statement detailing the proposed method of financing, financial and banking references, and telephone numbers of the contacts for each of these, together with written authorization permitting the government to solicit the information.

1. Management experience for this type of project or statement of intent to have the property managed by a competent experienced management firm acceptable to the government. The developers must state their commitment to own and manage directly or by contract with a management firm. Developers must provide evidence of their property management experience and expertise or that of their proposed management firm, including experience in renting to college students (if any) and the ability to maintain high standards of maintenance and landlord/tenant relations. Descriptions of other projects currently managed directly or by contract must be included. This should include the cost history of other projects, developer’s estimated and final costs, and whether the projects were delivered on time or not with reasons. If a developer intends to contract with a management firm, prior joint projects and the duration of their previous association must be described.
2. **Company information.**

Developers must provide company name; legal status; company or corporation number; company address; and chief executive and senior company officers’ full names, addresses, credit references, and brief biographical summaries. Developers also must provide names and addresses of architects, principal consultants, and financial partners who will be part of the team. Developers must identify any recent or currently outstanding legal claims against the developer or any key personnel, including the source of such claims, their amount, and status. The developer shall reveal any criminal convictions of any key employees other than simple traffic convictions.

1. **Ground Lease.**

Developers must submit with their proposals the amount of land in square feet they plan to utilize and an amount they are willing to pay as land rent on that parcel annually for a 50-year term or alternatively as a lump sum payment. The successful proposer will be required to pay a deposit of 5% performance security upon execution of the land lease to be returned upon project occupancy.

Developer requires giving permission to use 10% of the total floor area of the development. And therefore, government will waive 10 years of annual lease rent from the developer.

1. **PRELIMINARY PROJECT PROPOSAL Part “B”**

A. Project proposals may include:

1. Project design:

a. Conceptual site plan showing building placement, parking, circulation.

b. Preliminary building design concepts including massing and density.

c. Preliminary considerations regarding infrastructure plans.

d. development component (retail/office/residential/recreation) concept.

e. Proposed phases and required acreages for each phase if developer is interested in the option of expanding after completion of the initial Project.

2. Narrative description:

a. Retail and residential feasibility and marketing approaches.

b. Explanation of proposed design concept.

1. SUBMITTAL AND REVIEW PROCESS

1. The developers on the short list will be requested to make formal presentations to the tender evaluation committee.

2. The tender board will select the developer with whom the government will enter into negotiations. Final approval by the Tender Board will be required to select a developer and enter a land lease.

1. MAJOR AGREEMENT TERMS

The selection process will result in the selection of a developer with whom the Government will negotiate the agreement for the development of the Project. This agreement will include a Ground Lease whereby the Government will lease the Project Site to the developer. Negotiations may include the establishment, an option period, and terms for additional expansion phases that may consume up to the total 6512.17 sqm available at this location. The Government reserves the right to terminate negotiations with the selected developer if the Government determines that it is not in the Government’s best interest to continue negotiations. The Government will elect to proceed or not proceed with the Project and final agreement at its sole discretion.

The Ground Lease will include the following terms:

1. The Site will be leased ''as is" in its present condition and subject to applicable governmental regulations. All residential and ancillary buildings, parking, circulation, and landscaping for this Project are to be located within the Project Site. A license agreement will be granted to the developer for access to the property, a construction and lay down area, and for infrastructure work.
2. A detailed construction and government approval schedule.
3. Rent and terms for the Ground Lease shall be negotiated with the selected developer.
4. Ground rent will be based on a fair market value and return on the land, recognizing the existing condition / context of the land, the cost for offsite infrastructure that the developer will incur, and market conditions.
5. The Ground Lease will contain a clause prohibiting assignment or sublease of the developer's interest without the written total discretionary consent of the government. The foregoing notwithstanding, the developer will be permitted to give a security interest in the lease to a lender providing construction or long-term financing.
6. The developer will pay for, and hold the government harmless from all costs of construction, maintenance, and management of improvements, whether by the developer or its agent, contractor, or party having any other legal relationship with the developer. This also will apply to all utility and other operating expenses, and all taxes, fees, and assessments.
7. The Government desires a commitment by the developer for the short-term ownership and management of this Project, and therefore, will require that the developer retain ownership of the project for a minimum of 1 year and be responsible for the management and maintenance of all aspects of the Project. If at any time following this period, the developer receives a offer to purchase and wishes to sell the Project and/or assign its interest in the Ground Lease to another party, subject to conditions in the Ground Lease, the government will have the Right of First Refusal to purchase the Project Improvements under substantially the same terms as those of any offer the developer may receive. In addition, the government will have a First Right of Offer should the developer ever wish to sell the project.
8. Following execution of the Ground Lease, the developer will commence, at its own expense, construction of Project Improvements.
9. The developer shall be responsible for securing and paying for permits, government fees, licenses and inspections necessary for construction.
10. All construction will be in compliance with applicable building codes and environmental laws and in accordance with plans and specifications approved by relevant government authorities.
11. The developer will arrange for all utilities and be responsible for infrastructure development and all associated costs. A general map of available utilities in the vicinity of the Project Site is included as Annex B.
12. The developer will need to contact local utility providers for answers to questions about capacities, etc.
13. The developer will have the right to obtain initial financing for no more than the cost of the Project Improvements.
14. All financing encumbering the Project Improvements will have a term that does not extend beyond the term of the Ground Lease.
15. All financing and refinancing will be subject to government approval. In no event will government permit the developer to use the government’s land as security for the developer's financing.
16. The developer will defend, indemnify, and hold harmless the government, its officers, employees, and agents from and against any and all liability, claims, liens, judgments, expenses, and costs which result from, or in any way arise out of, or in connection with developer's ownership or operation of the Project Improvements.
17. The developer will provide proof of insurance at levels acceptable to the government prior to the signing of a Ground Lease.
18. The government will not be responsible for the physical security of any personal property nor will any improvements on the Project Site and the developer indemnify the government for any loss in any manner arising from the developer's use, ownership, or operation of the Project Improvements and occupancy of the Project Site.
19. The developer agrees to an architectural review by the Ministry of Housing & Infrastructure.
20. The developer will provide a detailed financial plan and management plan.
    1. Developer must agree to grant 10% of the total floor area of the development as public spaces, outdoor / indoor sport arena, and office spaces etc.
    2. The government will waive 10 years of Annual Lease Rent from the Interested developers must grant 10% of the total floor area after the development and the developer should provides significant on-Site parking facilities and public spaces from ground level. A proposal that offers to provide 10% of the total floor area (but not less than 75% of building foot print area) public parking spaces on non-market days is highly desirable.
    3. No lease rent will be levied during the construction period, which shall not exceed more than 36 months from the date of signing the agreement.
    4. Should the bidder propose the development of luxury apartments and wish to sell ownership of the apartments to the extent of the lease period, the government will facilitate this subject to existing rules and regulations

ANNEX A – MAP

ANNEX B –

GENERAL CONDITIONS OF CONSTRUCTION CONTRACT

I

**General Conditions of Contract for the Procurement of**  **Development Works**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| A. General | | | | | | | | | | | | | | |
| 1. Definitions |  | | | | | | | | | | | | | |
| * 1. The following words and expressions shall have the meanings hereby assigned to them:  1. The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects. 2. The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events. 3. The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23. 4. Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender. 5. Compensation Events are those defined in GCC Clause 41 hereunder. 6. The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 52.1. 7. The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in the Contract Agreement. 8. The Contractor is the party whose Tender to carry out the Works has been accepted by the Employer. 9. The Contractor’s Tender is the completed tendering document submitted by the Contractor to the Employer. 10. The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract. 11. Days are calendar days; months are calendar months. 12. Dayworks are varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant. 13. A Defect is any part of the Works not completed in accordance with the Contract. 14. The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor. 15. The Defects Liability Period is the period named in the PCCpursuant to Sub-Clause 33.1 and calculated from the Completion Date. 16. Adjudicator means the single person appointed under Clause 23. 17. Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract. 18. The Employer is the party who employs the Contractor to carry out the Works, asspecified in the PCC. 19. Equipment is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works. 20. “In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; 21. The Initial Contract Price is the Contract Price listed in the Employer’s Letter of Acceptance. 22. The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the PCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order. 23. Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works. 24. Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function. 25. The Project Manager is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract. 26. The Procuring Entity means the entity purchasing the Works as specified in the PCC, and shall be otherwise be referred to as the Employer. 27. PCC means Particular Conditions of Contract. 28. The Site is the area defined as such in the PCC. 29. Site Investigation Reports are those that were included in the tendering documents and are factual and interpretative reports about the surface and subsurface conditions at the Site. 30. Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager. 31. The Start Date is given in the PCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates. 32. A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site. 33. Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works. 34. A Variation is an instruction given by the Project Manager which varies the Works. 35. The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC. | | | | | | | | | | | | | | |
| 1. Interpretation |  | | | | | | | | | | | | | |
| * 1. In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.   2. If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works). | | | | | | | | | | | | | | |
| * 1. The Contract shall be either:   (a) an Admeasurement Contract with a Bill of Quantities, or  (b) a Lump Sum Contract with an Activity Schedule,  as indicated in the PCC.   * 1. For Admeasurement Contracts:   (a) the Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.  (b) the Bill of Quantities will be used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work actually done at the rate in the Bill of Quantities for each item.   * 1. For Lump Sum Contracts:   (a) the Activity Schedule shall contain items for the construction, installation, testing and commissioning of works to be carried out by the Contractor.  (b) the Activity Schedule will be used calculate the total Contract Price and the Contractor shall be paid the accepted lump sums amounts for each activity or the total lump sum price tendered for the activity or activities completed. | | | | | | | | | | | | | | |
| 1. Language and Law | | | | | | | | | |  | | | | |
| * 1. The language of the Contract and the law governing the Contract are **stated in the PCC**. | | | | | | | | | | | | | | |
| 1. Project Manager’s Decisions | | | | | | | | | |  | | | | |
| * 1. Except where otherwise specifically stated in the PCC, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. | | | | | | | | | | | | | | |
| 1. Delegation | | | | | | | | | |  | | | | |
| * 1. Unless otherwise specified in the PCC, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor. | | | | | | | | | | | | | | |
| 1. Communications | | | | | | | | | |  | | | | |
| * 1. Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. | | | | | | | | | | | | | | |
| 1. Subcontracting | | | | | | | | | |  | | | | |
| * 1. The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations. | | | | | | | | | | | | | | |
| 1. Other Contractors | | | | | | | | | |  | | | | |
| * 1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification. | | | | | | | | | | | | | | |
| 1. Personnel and Equipment | | | | | | | | | |  | | | | |
| * 1. The Contractor shall employ the key personnel and use the equipment identified in its Tender, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Tender.   2. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor’s staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract. | | | | | | | | | | | | | | |
| 1. Employer’s and Contractor’s Risks | | | | | | | | | |  | | | | |
| * 1. The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks. | | | | | | | | | | | | | | |
| 1. Employer’s Risks | | | | | | | | | |  | | | | |
| * 1. From the Start Date until the Defects Liability Certificate has been issued, the following are Employer’s risks:  1. The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to    1. use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or    2. negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. 2. The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.    1. From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer’s risk except loss or damage due to 3. a Defect which existed on the Completion Date, 4. an event occurring before the Completion Date, which was not itself an Employer’s risk, or 5. the activities of the Contractor on the Site after the Completion Date. | | | | | | | | | | | | | | |
| 1. Contractor’s Risks | | | | | | | | | |  | | | | |
| 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer’s risks are Contractor’s risks. | | | | | | | | | | | | | | |
| 1. Insurance | | | | | | | | | |  | | | | |
| * 1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor’s risks:  1. loss of or damage to the Works, Plant, and Materials; 2. loss of or damage to Equipment; 3. loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and 4. personal injury or death.    1. Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager’s approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.    2. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.    3. Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.    4. Both parties shall comply with any conditions of the insurance policies. | | | | | | | | | | | | | | |
| 1. Site Data | | | | | | | | | |  | | | | |
| * 1. The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor. | | | | | | | | | | | | | | |
| 1. Contractor to Construct the Works | | | | | | | | | |  | | | | |
| * 1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. | | | | | | | | | | | | | | |
| 1. The Works to Be Completed by the Intended Completion Date | | | | | | | | | | | | | |  |
| * 1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date. | | | | | | | | | | | | | | |
| 1. Approval by the Project Manager | | | | | | | | | |  | | | | |
| * 1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.   2. The Contractor shall be responsible for design of Temporary Works.   3. The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.   4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.   5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use. | | | | | | | | | | | | | | |
| 1. Safety | | | | | | | | | |  | | | | |
| * 1. The Contractor shall be responsible for the safety of all activities on the Site. | | | | | | | | | | | | | | |
| 1. Discoveries | | | | | | | | | |  | | | | |
| * 1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager’s instructions for dealing with them. | | | | | | | | | | | | | | |
| 1. Possession of the Site | | | | | | | | | |  | | | | |
| * 1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. | | | | | | | | | | | | | | |
| 1. Access to the Site | | | | | | | | | |  | | | | |
| * 1. The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. | | | | | | | | | | | | | | |
| 1. Instructions, Inspections and Audits | | | | | | | | | |  | | | | |
| * 1. The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.   2. The Contractor shall permit the Government and/or persons appointed by the Government to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Government if required by the Government. The Contractor’s attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of suspension under Government Financial Regulations). | | | | | | | | | | | | | | |
| 1. Appointment of the Adjudicator | | | | | | | | | |  | | | | |
| * 1. The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer’s issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.   2. Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request. | | | | | | | | | | | | | | |
| 1. Procedure for Disputes | | | | | | | | | |  | | | | |
| * 1. If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager’s decision.   2. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.   3. The Adjudicator shall be paid by the hour at the **rate specified in the** **PCC,** together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’s decision shall be final and binding.   4. The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified **in the PCC.** | | | | | | | | | | | | | | |
| B. Time Control | | | | | | | | | | | | | | |
| 1. Program |  | | | | | | | | | | | | | |
| * 1. Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.   2. An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.   3. The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.   4. The Project Manager’s approval of the Program shall not alter the Contractor’s obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events. | | | | | | | | | | | | | | |
| 1. Extension of the Intended Completion Date | | | | | | | | | | | |  | | |
| * 1. The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.   2. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date. | | | | | | | | | | | | | | |
| 1. Acceleration |  | | | | | | | | | | | | | |
| * 1. When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.   2. If the Contractor’s priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation. | | | | | | | | | | | | | | |
| 1. Delays Ordered by the Project Manager | | | | | | | | | | | | |  | |
| * 1. The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works. | | | | | | | | | | | | | | |
| 1. Management Meetings | | | | | | | | | | | | |  | |
| * 1. Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.   2. The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting. | | | | | | | | | | | | | | |
| 1. Early Warning |  | | | | | | | | | | | | | |
| * 1. The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.   2. The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager. | | | | | | | | | | | | | | |
| C. Quality Control | | | | | | | | | | | | | | |
| 1. Identifying Defects | |  | | | | | | | | | | | | |
| * 1. The Project Manager shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect. | | | | | | | | | | | | | | |
| 1. Tests |  | | | | | | | | | | | | | |
| * 1. If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event. | | | | | | | | | | | | | | |
| 1. Correction of Defects | | | | | |  | | | | | | | | |
| * 1. The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.   2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice. | | | | | | | | | | | | | | |
| 1. Uncorrected Defects | | | | |  | | | | | | | | | |
| * 1. If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount. | | | | | | | | | | | | | | |
| D. Cost Control | | | | | | | | | | | | | | |
| 1. Contract Price |  | | | | | | | | | | | | | |
| * 1. In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.   2. In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule. | | | | | | | | | | | | | | |
| 1. Changes in the Contract Price | | | | | | | |  | | | | | | |
| * 1. In the case of an admeasurement contract:  1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. 2. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer. 3. If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.    1. In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor’s own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule. | | | | | | | | | | | | | | |
| 1. Variations |  | | | | | | | | | | | | | |
| * 1. All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.   2. The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.   3. If the Contractor’s quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager’s own forecast of the effects of the Variation on the Contractor’s costs.   4. If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.   5. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.   6. In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work. | | | | | | | | | | | | | | |
| 1. Cash Flow Forecasts | | | | | | |  | | | | | | | |
| * 1. When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates. | | | | | | | | | | | | | | |
| 1. Payment Certificates | | | | | | |  | | | | | | | |
| * 1. The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.   2. The Project Manager shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.   3. The value of work executed shall be determined by the Project Manager.   4. The value of work executed shall comprise:  1. In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or 2. In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.    1. The value of work executed shall include the valuation of Variations and Compensation Events.    2. The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. | | | | | | | | | | | | | | |
| 1. Payments |  | | | | | | | | | | | | | |
| * 1. Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.   2. If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.   3. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.   4. Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract. | | | | | | | | | | | | | | |
| 1. Compensation Events | | | | |  | | | | | | | | | |
| * 1. The following shall be Compensation Events:  1. The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1. 2. The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. 3. The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. 4. The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. 5. The Project Manager unreasonably does not approve a subcontract to be let. 6. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. 7. The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. 8. Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. 9. The advance payment is delayed. 10. The effects on the Contractor of any of the Employer’s Risks. 11. The Project Manager unreasonably delays issuing a Certificate of Completion.     1. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.     2. As soon as information demonstrating the effect of each Compensation Event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager’s own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.     3. The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor’s not having given early warning or not having cooperated with the Project Manager. | | | | | | | | | | | | | | |
| 1. Tax |  | | | | | | | | | | | | | |
| * 1. The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of Tenders for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44. | | | | | | | | | | | | | | |
| 1. Currencies |  | | | | | | | | | | | | | |
| * 1. Where payments are made in currencies other than Maldivian Rufiya, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor’s Tender. | | | | | | | | | | | | | | |
| 1. Price Adjustment | | | |  | | | | | | | | | | |
| * 1. Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:   **Pc = Ac + Bc Imc/Ioc**  where:  Pc is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.”  Ac and Bc are coefficients[[1]](#footnote-1) **specified in the PCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and  Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Tender opening for inputs payable; both in the specific currency “c.”   * 1. If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs. | | | | | | | | | | | | | | |
| 1. Retention |  | | | | | | | | | | | | | |
| * 1. The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.   2. Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee. | | | | | | | | | | | | | | |
| 1. Liquidated Damages | | | | |  | | | | | | | | | |
| * 1. The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC.** The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.   2. If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1. | | | | | | | | | | | | | | |
| 1. Bonus |  | | | | | | | | | | | | | |
| * 1. The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete. | | | | | | | | | | | | | | |
| 1. Advance Payment | | | | | |  | | | | | | | | |
| * 1. The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC,** against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.   2. The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.   3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages. | | | | | | | | | | | | | | |
| 1. Securities |  | | | | | | | | | | | | | |
| * 1. The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC,** by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond. | | | | | | | | | | | | | | |
| 1. Dayworks |  | | | | | | | | | | | | | |
| * 1. If applicable, the Dayworks rates in the Contractor’s Tender shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.   2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.   3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms. | | | | | | | | | | | | | | |
| 1. Cost of Repairs |  | | | | | | | | | | | | | |
| * 1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions. | | | | | | | | | | | | | | |
| E. Finishing the Contract | | | | | | | | | | | | | | |
| 1. Completion |  | | | | | | | | | | | | | |
| * 1. The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed. | | | | | | | | | | | | | | |
| 1. Taking Over |  | | | | | | | | | | | | | |
| * 1. The Employer shall take over the Site and the Works within seven days of the Project Manager’s issuing a certificate of Completion. | | | | | | | | | | | | | | |
| 1. Final Account |  | | | | | | | | | | | | | |
| * 1. The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate. | | | | | | | | | | | | | | |
| 1. Operating and Maintenance Manuals | | | | | | | | | | |  | | | |
| * 1. If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC.**   2. If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 55.1**,** or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor. | | | | | | | | | | | | | | |
| 1. Termination |  | | | | | | | | | | | | | |
| * 1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.   2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:  1. the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; 2. the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days; 3. the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; 4. a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate; 5. the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; 6. the Contractor does not maintain a Security, which is required; 7. the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or 8. if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.    1. When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.    2. Notwithstanding the above, the Employer may terminate the Contract for convenience.    3. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. | | | | | | | | | | | | | | |
| 1. Fraud and Corruption | | |  | | | | | | | | | | | |
| 57.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 56 shall apply as if such expulsion had been made under Sub-Clause 56.5 [Termination by Employer].  57.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.  57.3 For the purposes of this Sub-Clause:  (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;  (ii) “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;  (iii) “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;  (iv) “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;  (v) “obstructive practice” is  (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Employer’s 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  (bb) acts intended to materially impede the exercise of the Employer’s inspection and audit rights provided for under Sub-Clause 22.2. | | | | | | | | | | | | | | |
| 1. Payment upon Termination | | | | | | | |  | | | | | | |
| * 1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the PCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.   2. If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate. | | | | | | | | | | | | | | |
| 1. Property |  | | | | | | | | | | | | | |
| * 1. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default. | | | | | | | | | | | | | | |
| 1. Release from Performance | | | | | | | | |  | | | | | |
| * 1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made. | | | | | | | | | | | | | | |

1. *The sum of the two coefficients Ac and Bc should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.]* [↑](#footnote-ref-1)