Section I - Instructions to Proposers (ITP)

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1. GENERAL
2. SCOPE OF proposal
   1. The Ministry of Finance on behalf of the Ministry of National Planning, Housing and Infrastructure, hereinafter referred to as “the Employer,” wishes to receive proposals for the Works Described in the Scope of Works given in the Proposal Documents, hereinafter referred to as “the Project.”
3. ELIGIBLE Proposers
   1. This request for proposal (RFP) is open to any Proposer meeting all of the following requirements:
      1. A Proposer shall not be affiliated with a firm or entity
         1. that has provided consulting services related to the Project to the Employer during the preparatory stages of the Project, or
         2. That has been hired by the Employer for provision of any services for the Project.
   2. Proposers are required to produce a signed declaration stating that they have no continuing decreed debt, have not been convicted of theft, fraud and/or embezzlement during the last five (5) years. In case of companies and partnerships, the declaration should be for the company, partners, directors, and shareholders of private limited companies.
   3. Proposers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
4. QUALIFICATION OF THE PROPOSER
5. 1. To be qualified for award of the Contract, Proposers shall provide evidence, satisfactory to the Employer, of their capability and adequacy of resources to carry out the Contract effectively. Proposals shall include the following information:
      1. copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the Proposal to commit the Proposer;
      2. total monetary value of similar projects incorporating (airports, asphalt paving, dredging & reclamation, revetment construction) undertaken for each of the last ten (10) years;
      3. performance in projects of a similar nature and size for each of the last five (5) years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
      4. availability of major items of construction equipment proposed to carry out the Project;
      5. qualifications and experience of key project development and management personnel proposed for the Project, both on and off site;
      6. any proposals for subcontracting any part of the Project amounting to more than 10 percent of the Proposal Price for each such part;
         1. If any sub-contractor is contracted for more than 10%, then prior approval is required from the Employer.
      7. reports on the financial standing of the Proposer including profit and loss estimated financial projection for the next four years;
      8. evidence of adequacy of working capital for this Project (access to line(s) of credit and availability of other financial resources);
      9. authority to seek references from the Proposer’s bankers; and,
      10. Information regarding any litigation, current or during the last five years, in which the Proposer is involved, the parties concerned, and disputed amount.
   2. Proposals submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
      1. the Proposal shall include all the information listed in **ITP Sub-Clause 3.1** above for each joint venture partner;
      2. the Proposal, and in case of a successful proposal, the Form of Agreement, shall be signed so as to be legally binding on all partners;
      3. one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
      4. the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
      5. all partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the Form of Proposal and in the Form of Agreement (in case of a successful Proposal); and,
      6. A copy of the agreement entered into by the joint venture partners shall be submitted with the Proposal, giving details of work distribution.
6. SOURCE OF FINANCE
   1. The Project Funds shall be denominated in United States Dollars (USD$).
   2. The Project is fully funded by Abu Dhabi Fund for Development (ADFD). The Employer, on behalf of ADFD, provides funds towards covering eligible payments under the contract.
7. ONE proposal PER PROPOSER
   1. Each Proposer shall submit only one proposal either by himself, as a partner in a joint venture, or as a shareholder in a private company. A Proposer who submits or participates in more than one proposal will be disqualified.
8. COST OF proposal
   1. The Proposer shall bear all costs associated with the preparation and submission of its proposal, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process. However, upon submission of the proposal to the Employer, the proposal will become the absolute property of the Government of the Republic of Maldives, and the Proposer will not have any right whatsoever to claim back any of the documentation or material comprising the proposal.
9. SITE VISIT
   1. The Proposer is advised to visit and examine the Project Site and its surroundings. Proposers are to obtain for themselves under their own responsibility all information that may be necessary for preparing the proposal and entering into a contract for execution of the Project. The costs of visiting the Site shall be at the Proposer’s own expense.
   2. The Proposer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Proposer, its personnel, and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
   3. There will be a scheduled site visit. Due to Covid-19 restrictions, the time and date will be determined and submitted through an addendum.
10. ADDITIONAL NOTES AND INFORMATION
    1. The airport is required to remain in full operation during the entire construction period. The successful Proposer will be required to submit a safety plan, work area plan and execution plan to “the Employer” for approval, in conjunction with airport ATC authority. This document must be approved prior to commencement of works.
    2. The successful Proposer will be required to comply with all regulations relevant to the Contract Works and will need to coordinate the construction activities such as such as signage, personnel transportation etc. with the appropriate authorities.
    3. All measures must be taken to protect the existing runway at all times.
    4. A complete closure of the existing runway will not be allowed. Partial closure may be allowed provided an acceptable sequence and movement plan is submitted and approved.
    5. Contract duration will be fixed at **365 calendar days** from the date of award.
    6. The existing geobags at the 06 end may be acceptable for reuse for revetment type-2. Inspection will be required for this determination. The Proposers should identify the savings applicable should these be accepted for re-use and reflect to the Proposers’ price.
    7. The Geobags directly under the runway & shoulders will need to be completely removed. All other Geobags can either be reused (if undamaged) or buried provided they are completely beneath the surface. Care must be taken to avoid having large voids between the bags that could cause settlement later on.
    8. The proposed site for the asphalt plant and worker camp is shown on the site plan in **Volume 2; Section VIII** (Drawings).
11. PROPOSAL DOCUMENTS
12. CONTENT OF PROPOSAL DOCUMENTS
    1. The RFP Document consists of 4 Volumes, which include all the sections indicated below, and should be read in conjunction with any Addenda(s) issued in accordance with **ITP Clause 11**:

**Volume 1—Request for Proposal Procedures**

Section I - Instructions to Proposers (ITP)

Section II - Proposal Data Sheet (PDS)

Section III - Proposal Forms

Section IV - Fraud and Corruption

**Volume 2—Employer’s Requirements**

Section V - Scope of Works

Section VI - General Specifications

Section VII - Particular Specifications

Section VIII - Drawings

Section IX- Updated EIA Report & EPA permit

**Volume 3—Bills of Quantity and Dayworks**

Section X - Bills of Quantity (estimated quantities only)

Section XI- Bills of Quantity including, Preambles and Preliminary requirements for proposing

**Volume 4—Conditions of Contract and Contract Forms**

Section XII - General Conditions of Contract

Section XIII - Particular Conditions of Contract Part A - Contract Data

Section XIV - Particular Conditions of Contract Part B - Special Provisions

Section XV - Contract Forms

1. CLARIFICATION OF proposal DOCUMENTS
   1. A Proposer requiring any clarification of the proposal documents may notify the Employer in writing or by cable, (the term cable is deemed to include telex, email and facsimile) at the address indicated in the **PDS**.
   2. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Meeting Minutes (if any), or Addenda(s) to the RFP Document in accordance with **ITP Clause 9**. In case of any contradiction, documents obtained directly from the Employer shall prevail.
   3. The Proposer is expected to examine all instructions, forms, terms, and Employer’s requirements in the RFP Document and to furnish with its Proposal all information or documentation as is required by the RFP Document.
   4. The Employer will respond to any request for clarification, which is received earlier than fourteen (14) days prior to the deadline for submission of Proposals.
   5. Copies of the Employer’s response will be forwarded to all Proposers, including a description of the inquiry but without identifying its source.
      1. All communications during the tendering stage shall only be done through the Ministry of Finance.
   6. A Proposer requiring any clarification of the RFP Document shall contact the Employer in writing at the Employer’s address **specified** **in the PDS**. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period **specified in the PDS.**
   7. The Employer shall forward copies of its response to all Proposers who have acquired the RFP Document in accordance with **ITP Clause 11**, including a description of the inquiry but without identifying its source. If so specifiedin the PDS, the Employer shall also promptly publish its response at the web page **identified in the PDS**. Should the Employer deem it necessary to amend the RFP Document as a result of a request for clarification, it shall do so following the procedure under **ITP Clause 11.**
   8. From the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Employer on any matter related to the Proposal, it should do so in writing.
   9. If a Proposer tries to directly influence the Employer or otherwise interfere in the Proposal evaluation process and the Contract award decision, its Proposal may be rejected.
2. AMENDMENT OF proposal DOCUMENTS
   1. At any time prior to the deadline for submission of Proposals, the Employer may amend the proposal documents by issuing an Addendum.

Any addendum issued shall be part of the RFP Document and shall be communicated in writing to all who have obtained the RFP Document from the Employer in accordance with **ITP Sub-Clause 10.7.** The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with **ITP Sub-Clause 10.7.**

* 1. To give prospective Proposers reasonable time in which to take an addendum into account in preparing their Proposals, the Employer may, at its discretion, extend the deadline for the submission of Proposals, pursuant to **ITP Sub-Clauses 11.1 & 10.4.**
  2. Any Addendum thus issued shall be part of the proposal documents pursuant to **ITP Sub-Clause 11.1**, and shall be communicated in writing or by cable to all purchasers of the proposal documents. Prospective Proposers shall promptly acknowledge receipt of each Addendum by cable to the Employer.

1. PREPARATION OF Proposals
2. LANGUAGE OF proposal
   1. The proposal, all correspondence and documents related to the proposal exchanged by the Proposer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the Proposer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the proposal, the English translation shall prevail.
3. DOCUMENTS COMPRISING THE proposal
   1. The Proposal submitted by the Proposer shall comprise all the documents described under **ITP** **Clause 25** and any other information requested in the Employer’s Requirements.
   2. Letter of Proposal;
   3. alternative technical proposals in accordance with **ITP Clause 14**;
   4. written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with **ITP Clauses 17, 18 & 25;**
   5. documentary evidence that the Proposer continues to be eligible and qualified to perform the contract if its Proposal is accepted;
   6. documentary evidence in accordance with **ITP Clause 15** that the Works offered by the Proposer conform to the RFP Document;
   7. Proposers shall give details of all departures in their Technical- Proposal with respect to the contractual terms and conditions and/or to the required technical features specified in the performance and/or functional requirements, that they would like the Employer to consider during the evaluation of Technical Proposals and any Clarification Meeting(s) with the Proposer, pursuant to **ITP Clause 14**;
   8. in the case of a Technical Proposal submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners;
   9. list of subcontractors, in accordance with **ITP Sub-Clause 25.2.1(xvi)**; and
   10. any other document required **in the PDS**.
4. Alternative Technical Proposals
   1. Proposers shall note that they are permitted to propose technical alternatives with their technical proposals. However, the Proposers must price the project as Proposed in its entirety and submit the alternative separately. In addition to the requirements specified in the RFP Documents, provided they can document that the proposed technical alternatives are to the benefit of the Employer, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the RFP Documents.
   2. Any alternative technical proposal submitted by Proposers as part of their technical proposal will be the subject of clarification with the Proposer, pursuant to **ITP Clauses 32 & 34**.
5. Documents Establishing the Qualification of the Proposer
   1. In accordance with, Evaluation and Qualification of Proposals, to establish that the Proposer continues to meet the qualification criteria used at the time of Initial Selection, the Proposer shall provide updated information on any assessed aspect that changed from that time.
   2. Any change in the structure or formation of a Proposer after being initially selected and invited to submit Proposals (including, in the case of a JV, any change in the structure or formation of any member and any change in any Specialized Subcontractor) shall be subject to the written approval of the Employer prior to the deadline for submission of Proposals. Such approval shall be denied if:
6. a Proposer proposes to associate with a disqualified Proposer or in case of a disqualified joint venture, any of its members;
7. as a consequence of the change, the Proposer no longer substantially meets the qualification criteria set forth in the Initial Selection Documents;
8. no longer continues to be in the list of Initially Selected Proposers as a result of the Employer’s re-evaluation of the Application in accordance with criteria specified in the Initial Selection Documents; or
9. in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the Notice of Request for Proposals.
10. Documents Establishing Conformity of the Works
    1. Pursuant to **ITP Clause 25**, the Proposer shall furnish, as part of its Proposal documents establishing the conformity to the RFP Documents of the Works that the Proposer proposes to execute on EPC/Turnkey basis under the Contract.
    2. The documentary evidence of the conformity of the Works with the RFP documents may be in the form of literature, drawings and data, and shall include:
       1. The documents specified in **Volume 1**-**Section III** (Proposal Forms).
       2. detailed description of the essential technical and functional/performance characteristics of the proposed Works, in response to the Employer’s Requirements.
       3. adequate evidence demonstrating the substantial responsiveness of the Works to the Employer’s Requirements. Proposers shall note that standards for workmanship, materials and equipment designated by the Employer in the RFP Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Proposer may substitute alternative standards, in its technical proposal, provided that it demonstrates to the Employer’s satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Performance / Functional requirements specified by the Employer.
    3. The Proposer shall be responsible for ensuring that any proposed subcontractor complies with the requirements of **ITP Clause 3**, and that any Works to be provided by the subcontractor comply with the requirements of **ITP Clauses 3 &** **15**. The Proposer shall submit its Code of Conduct that meets the requirements set out in **Volume 1 Section III** (Proposal Forms).
11. Technical Proposal Submission Form
    1. The Proposer shall complete the Letter of Proposal furnished in the Proposal Forms (Section III-Annex I) in the manner and detail indicated in this section and submit this form with the Proposal.
12. financial Proposal Submission Form
    1. The Proposer shall complete the Letter of Proposal furnished in the Proposal Forms (Section III-Annex II) in the manner and detail indicated in this section and submit this form with the Proposal.
13. Format and Signing of Proposal
    1. The Proposer shall prepare an original and the number of copies/sets of the Proposal specified in the PDS, clearly marking each one as: “TECHNICAL PROPOSAL – ORIGINAL,” “TECHNICAL PROPOSAL – COPY NO. 1,” as appropriate. In the event of any discrepancy between the original and any copy, the original shall govern.
    2. The original and all copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Proposer. The authorization must be in writing as specified in the PDS and included in the Proposal pursuant to **ITP Sub-Clause 13.4.** The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, where entries or amendments have been made shall be signed or initialed by the person or persons signing the Proposal.
    3. The Proposal shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.
    4. Signing and submission of a Technical Proposal shall not bind or obligate the Proposer to submit a Combined Technical and Financial Proposal.
14. proposal PRICES
    1. Unless stated otherwise in the proposal documents, the contract shall be for the whole Project, and shall be awarded on a LUMP SUM, FIXED PRICE basis.
    2. Financial offer shall be exempted from all import duty taxes. Any other taxes such as GST, withholding tax, etc. shall be included separately and shown on the Bill of Quantity.
    3. The prices quoted by the Proposer are not subject to price adjustment during the performance of the Contract.
15. CURRENCIES OF proposal, PAYMENT & DEFECTS LIABILITY
    1. The unit rates and prices shall be quoted by the Proposer entirely in United States Dollars (USD$).
    2. Payments to the contractor will be made through certified monthly progressive payments.
    3. Payments will be made to the contractor directly from ADFD
    4. The GST (Goods and Services Tax) for the bid price, of the project, shall be broken out separately from the bid price as shown on the Bill of Quantity.
       1. The GST for the bid price, of the project, shall be paid to (MIRA) Maldives In-Land Revenue Authority in MVR; but will be reimbursed back to the contractor in MVR from the Employer.
    5. 10% retainage will be deducted from the monthly progress payments. Once the project has been completed and accepted, the first ½ of the retainage will be returned. After the one (1) year defects liability period (DLP) has been completed, the second ½ of the retainage will be returned.
    6. A bank guarantee will not be accepted in lieu of the retainage.
16. Proposal VALIDITY
    1. Proposals shall remain valid for one-hundred-twenty (120) days after the date of proposal opening.
    2. In exceptional circumstances, prior to expiry of the original proposal validity period, the Employer may request that the Proposers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable.
    3. A Proposer may refuse the request without forfeiting its proposal security, but in doing so removes them from the proposal process. A Proposer agreeing to the request will not be required or permitted to modify its proposal, but will be required to extend the validity of its proposal security for the period of the extension, and in compliance with **ITP Clauses 25** in all respects.
17. Proposal SECURITY Guarantee
    1. The Proposer shall furnish a proposal security of **USD $300,000.00** (Three Hundred Thousand United States Dollars) and remain valid for the one-hundred-twenty (120) days of the proposal plus twenty-eight (28) days beyond the validity of the Proposal for a total of one-hundred-forty-eight (148) days minimum.
18. The Proposal Security shall, at the proposer’s option, be in the form of a an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company) a cashier’s or certified check; or from a reputable bank selected by the proposal and acceptable to the Employer and Financier (ADFD).
19. If the unconditional guarantee is issued by a financial institution located outside the Employer’s Country, the issuing financial institution shall have a correspondent financial institution located in the Employer’s Country to make it enforceable.
20. The format of the bank guarantee shall be in accordance with the form of proposal security included in Section V; other formats may be permitted, subject to the prior approval of the Employer.
21. SWIFT message in the form of MT760 will not be accepted.
22. The Proposal Security Guarantee shall remain valid for a period of twenty eight (28) days beyond the original validity period of the proposal (120 days + 28 days), and beyond any period of extension subsequently requested under **ITP Sub-Clause 22.2**.
    1. Any proposal not accompanied by the proposal security as required under the **ITP Clause 25** shall be rejected by the Employer as non-responsive. The proposal security of a joint venture must be in the name of the joint venture submitting the proposal.
    2. The Proposal Securities of unsuccessful Proposers will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the period of proposal validity.
    3. The Proposal Security of the successful Proposer will be returned when the Proposer has signed the Agreement and furnished the required performance security.
    4. The Proposal Security may be forfeited
       1. if the Proposer withdraws its proposal, except as provided in **ITP Sub-Clause 22.1**;
       2. in the case of a successful Proposer, if he fails within the specified time limit to:
23. sign the Agreement, or
24. Furnish the required Performance Security.
25. FORMAT AND SIGNING OF the proposal
    1. The Proposer shall prepare one (1) original of the documents comprising the proposal as described in **ITP Clause 25** of these Instructions for Proposing and clearly marked “ORIGINAL.” In addition, the Proposer shall submit one (1) copies of the proposal, clearly marked “COPY.” In the event of discrepancy between them, the original shall prevail. Also, a CD or flash drive with ‘SOFT’ copy of the Proposal.
    2. The original and all copies of the proposal shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Proposer, pursuant to **ITP** **Sub-Clauses 13.4**. All pages of the proposal shall be initiated by the person or persons signing the proposal.
    3. The proposal shall contain no alterations, omissions, or additions, unless such corrections are initiated by the person or persons signing the proposal.
    4. The Proposer shall furnish information on commissions or gratuities, if any, paid or to be paid to agents relating to this proposal and to contract execution if the Proposer is awarded the contract.
26. SUBMISSION OF Technical & financial Proposals
27. SEALING AND MARKING OF PROPOSALS
    1. The Proposer shall submit the proposal in a single package, with two (2) separately sealed envelopes as follows:
       1. The first envelope shall be clearly marked “ENVELOPE 1 – TECHNICAL PROPOSAL” and shall include separately sealed inner envelope of the original and copies of the Information as per **ITP Sub-Clause 25.2**;
       2. The second envelope shall be clearly marked “ENVELOPE 2 – FINANCIAL PROPOSAL” and warning “DO NOT OPEN, WITH THE TECHNICAL PROPOSAL” and shall include separately sealed inner envelope of the original and copies of the Financial Proposal **ITP Sub-Clause 25.3**;
    2. The Proposer shall seal the original and the copies of the Preliminary Information in two separate covers, duly marked as “ORIGINAL OF TECHNICAL PROPOSAL” and “COPY OF TECHNICAL PROPOSAL.” The two covers shall then be sealed as inner covers in the Envelope 1 described under **ITP** **Sub-Clause 25.1(a)** above. The original cover shall include the originals and the copy shall include copies of the following (see Section III, Annex I for the forms):
       1. Contractor’s Technical Proposal; including:
       2. Duly filled and signed Design/Technical Proposal Submission Form;
       3. Volumes 1 & 2 of the Propsoal Documents (stamped and initial)
       4. Power of Attorney for the signatory to the proposal;
       5. Proposal security (Proposal bond);
       6. Returnable Proposal Schedule 1 - Proposer's details
       7. Returnable Proposal Schedule 2 - Proposer Information Sheet
       8. Returnable Proposal Schedule 3 - Party to JV Information Sheet
       9. Returnable Proposal Schedule 4 **-** Beneficial Ownership Disclosure
       10. Returnable Proposal Schedule 5 - Firm Relevant Experience
       11. Returnable Proposal Schedule 6 - Proposed approach
    3. Master Plan and Work Schedule with Programme (To be developed and submitted)
    4. Summary Programme (To be developed and submitted)
    5. Deployment Chart (To be developed and submitted)
    6. Equipment Plan / List (To be developed and submitted)
    7. Method Statement (To be developed and submitted)
    8. Logistics Plan (To be developed and submitted)
       1. Returnable Proposal Schedule 7 - Curriculum Vitae of individual professional staff members
       2. Returnable Proposal Schedule 8 - Proposal Program
       3. Returnable Proposal Schedule 9 - Statement of proposed work

methods

* + 1. Returnable Proposal Schedule 10 - Capacity, experience and work completed
    2. Returnable Proposal Schedule 11 - Proposed project and design team experience and organizational structure
    3. Returnable Proposal Schedule 12 - Proposed subcontractors
    4. Returnable Proposal Schedule 13 - Plant, equipment and facilities
    5. Returnable Proposal Schedule 14 - Site Safety record
    6. Returnable Proposal Schedule 15 – Insurance
    7. Returnable Proposal Schedule 16 - Quality Assurance System
    8. Returnable Proposal Schedule 17 - Environmental Management System
    9. Returnable Proposal Schedule 18 – Construction Management Plans
    10. Returnable Proposal Schedule 19—Historical Contract Non-Performance, and Pending Litigation
    11. Returnable Proposal Schedule 20 - Current Contract Commitments / Works in Progress
    12. Returnable Proposal Schedule 21 - Financial Resources
    13. Returnable Proposal Schedule 22 – Technical Form of Proposal
    14. Business Registration Certificate.
  1. International proposers shall be responsible to ensure that they conform to all applicable Foreign Investment Registration and Foreign Direct Investment Policy requirements of Maldives prior to Proposal submission.
  2. For more information please visit :

<http://www.trade.gov.mv/>

1. GST Registration Certificate.
   * + - 1. International foreign companies who are already engaged in any work in Maldives, or have re-registered their entity in the Maldives, or have incorporated a company in Maldives shall be eligible to pay local taxes under tax regulations of the Maldives.
         2. For more information please visit: <https://www.mira.gov.mv/>
2. National Contractors Registry Certificate.
   * + - 1. All contractors should adhere to National Contractors Registry and all relevant guidelines and shall seek any permits, if required, applicable at the time of submission of the proposal.
         2. Registration is not required for International proposers at this stage. However, international proposers shall submit the documents as per clause 13 of ‘Construction Industry Contractor’s Regulation’ at the time of submission.
         3. International proposers shall be responsible to ensure that they confirm with required registration under ‘Construction Industry Contractor’s Regulation’. For more information please visit: <http://www.planning.gov.mv/>
     1. Form Other information listed in Proposal Data; and
     2. Any other information, Proposer may wish to include
   1. The Proposer shall seal the original and the copy of the Financial Proposal in two separate covers, duly marked as “ORIGINAL OF FINANCIAL PROPOSAL” and “COPY OF FINANCIAL PROPOSAL.” The two covers shall then be sealed as inner covers in the Envelope 2 described under **ITP Sub-Clause 25.1(b)** above. The original cover shall include the originals and the copy shall include copies of the following (see Section III, Annex II for the forms):
      1. Duly filled and signed Price Proposal Submission Form;
      2. Returnable Proposal Schedule 23 – Contractor Verification of site Inspection and quantity verification
      3. Returnable Proposal Schedule 24 – Departures or qualifications from the Contract
      4. Returnable Proposal Schedule 25 – Supplements to Proposal Documents
      5. Returnable Proposal Schedule 26 – Authorization to Execute Proposal Response and Proposal Documents
      6. Returnable Proposal Schedule 27 – Proposal Compliance Statement
      7. Returnable Proposal Schedule 28 – Rates and Pricing
      8. Returnable Proposal Schedule 29 – BOQ & Dayworks
      9. Returnable Proposal Schedule 30 – Financial Form of Proposal
   2. All inner and outer envelopes/covers shall:
      1. be addressed to the Employer at the address provided in the Proposal Data;
      2. bear the name and identification number of the Contract as defined in Proposal Data; and
      3. Provide a warning as specified in the **ITP Clause 25.1.**
   3. In addition to the identification required in **ITP Clause 25.2.1(iii)**, all inner covers shall indicate the name and address of the Proposer to enable the Proposal to be returned unopened.
   4. If the outer cover is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Proposal.
   5. Non-adherence to the submission requirement may lead to disqualification of the Proposals.
3. DEADLINE FOR SUBMISSION OF PROPOSALS
   1. Proposals must be received by the Employer at the address and the date provided in the PDS.
   2. The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of Proposals by issuing an Addendum in accordance with **ITP Clauses 11 & 22**, in which case all rights and obligations of the Employer and the Proposers previously subject to the original deadline will thereafter be subject to the deadline as extended.
4. LATE PROPOSALS
   1. Any Proposal received by the Employer after the deadline for submission of Proposals prescribed in **ITP Sub-Clause 26.1** will be returned unopened to the Proposer.
5. MODIFICATION, SUBSTITUTION, AND WITHDRAWAL OF PROPOSALS
   1. The Proposer may modify, substitute, or withdraw its proposal after the proposal submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of Proposals.
   2. The Proposer’s modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of **ITP Clause 25**, with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION”, or “WITHDRAWAL,” as appropriate.
   3. No proposal may be modified by the Proposer after the deadline for submission of Proposals, except in accordance with **ITP Sub-Clauses 28.1 and 28.2**.
   4. No proposal may be withdrawn during the interval between the deadline for submission of Proposals and the expiry of the period of proposal validity specified in **ITP Clause 22**. Withdrawal of a proposal during the said interval may result in the forfeiture of the Proposer’s proposal security pursuant to **ITP Clause 23**.
6. Proposal OPENING
7. proposal OPENING
   1. The Employer will open the envelope marked, ‘Envelope 1 – Technical Proposal’, in the presence of Proposers’ designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Proposal. The Proposers’ representatives who are present shall confirm their attendance by signing the attendance sheet.
   2. The Proposers’ names, presence (or absence) of Modification to Proposal and withdrawals, the presence (or absence) of Proposal security, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Subsequently, all envelopes marked “Modification to Envelope 1 – Technical Proposal” shall be opened and the submissions therein read out in appropriate detail. No Proposal shall be rejected at Proposal opening except for late Proposals pursuant to **ITP Clause 26.**
   3. The envelopes marked ‘Envelope 2 – Financial Proposal’ and ‘Modification to Envelope 2 – Financial Proposal’ will be opened by the evaluators, at a later date, after the Technical Proposals have been evaluated.
8. PROCESS TO BE CONFIDENTIAL
   1. Information relating to the examination, clarification, evaluation and comparison of proposals, and recommendations for the award of the Contract shall not be disclosed to proposals or any other persons not officially concerned with such process until the award to the successful proposer has been announced.
   2. Any effort by a proposer to influence the Employer’s processing of proposers or award decisions may result in the rejection of the proposers’ proposal.
9. EXAMINATION OF proposalS AND DETERMINATION OF RESPONSIVENESS
   1. Prior to the detailed evaluation of Proposals, the Employer will evaluate the information submitted with the envelope marked ‘Envelope 1 – Technical Proposal’ to determine whether each Proposal;
      1. meets the eligibility criteria;
      2. has been properly signed;
      3. is accompanied by the required securities;
      4. is substantially responsive to the requirements of the Proposers’ document; and
      5. Provide any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to **ITP Clause 28**.
   2. A substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the proposal document without material deviation or reservation. A material deviation or reservation is one:
10. which affects in any substantial way the scope, quality, or performance of the Works;
11. which limits in any substantial way, inconsistent with the Proposal document, the Employer’s rights or the Proposers obligations under the Contract; or
12. Whose rectification would affect unfairly the competitive position of other Proposers presenting substantially responsive Proposals.
    1. If a Proposal is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

1. EVALUATION of technical proposal
2. EVALUATION AND COMPARISON OF Technical proposals
   1. The evaluation criteria of the project include a range of mandatory and qualitative criteria. The Tender Evaluation Committee will review the proposals and all documents submitted based on the evaluation criteria. Technical Proposals will be judged based on the scores obtained for the following criteria at the percentages given, with the teams scoring a 70 or above, allowed having their financial Proposal reviewed in the next stage.
   2. The Technical Proposal criteria and their respective weightings are as follows. Please ensure that the proposals specifically address each criterion.

|  |  |  |
| --- | --- | --- |
| **Technical Proposal Criteria** | | **Points** |
| 1.1 | Contractual Requirements  Technical Form of Proposal:  No Historical Contract Non-Performance:  No Pending Litigation: | Y/N  Y/N  Y/N |
| 1.2 | Financial Stability  Financial Resources: | 10 |
| 1.3 | Approach and Methodology  Staff Experience:  Proposal Programme:  Proposed work methods:  Capacity and Previous experience:  Design Team Experience:  Specifications/Method Statement:  Subcontractors experience:  Plant, equipment and facilities:  Safety, Environment and Insurance:  Quality Assurance Plan:  Construction Management Plan: | 10  10  7  15  5  3  5  20  4  3  8 |
| **Total of Technical Proposal** | | **100** |

* 1. Technical Proposal - 100 points; proposerss will have to achieve a minimum of 70 points from the Technical Proposal (Envelope 1) to qualify for financial evaluation.
  2. Technical Proposal includes the following components:
     1. Contractual Requirements
        1. The criterion in this section is judged by either a (Y/N).
        2. If the contractor fails to meet any of these criteria, the Employer has the option to either reject the proposal or ask for an explanation from the Proposer and may require further information at the Employers discretion.
     2. Financial Stability (10 points) based on:
        1. A minimum of $7.5 million average Annual Turnover for the past five (5) years (excluding 2021)
        2. Completion of projects similar in size and scope
        3. Corporate cash flow for the past five (5) years (excluding 2021)
        4. Bank and previous client references
     3. Approach and Methodology (90 points)

Total points for Technical Proposal will be derived by adding up the points awarded for each of the following components.

Points for each of these components will be awarded as follows:

* + 1. Staff Experience (10 points)
       1. Points for this section will be determined from the information provided on Proposal Schedule 7 - individual professional staff members and provide details.
       2. Has the contractor demonstrated that the proposed staff has the required experience to complete the project safely and on time.
       3. Does the proposed staff have experience with projects of similar size and type.

1. Proposal Programme (10 points)
   * 1. The Proposed programme shall be complete and show the completion of works.
     2. Points for this section will be determined from the information provided on Proposal Schedule 8 - Proposal Program

1. Proposed work methods (7 points)
   * 1. Points for this section will be determined from the information provided on Proposal Schedule 9 - Statement of proposed work methods.
2. Capacity and Previous experience (15 points)
   * 1. Only projects completed during the last five (5) years would be considered for this point.
     2. Points will be distributed taking the total value of all the projects of the proposers’ similar work, where the proposer with highest collective value of projects getting the maximum points and points given in descending order to all other proposers’ proportionate to the highest scorer in this criterion.
     3. Each proposer should have minimum three (3) years of experience in similar field or have undertaken projects of similar scale or nature or consisting of similar work scope or complexity or higher when submitting proof of completion/completion certificates for the purposes of proving experience.
     4. Proof of completion/completion certificates should be presented in support of the works submitted as per **ITP Clause 3**.
     5. Information submitted regarding experience as per **ITP Clause 3** in omission of proof of completion/ completion certificates would not be considered for evaluation.
     6. Projects completed over and above USD $10,000,000.00 (Ten Million United States Dollar Only) within the past five (5) years will only be considered for awarding points. Value of the project refers to the actual contract value.
     7. Proposers must prove experience by submitting a minimum of five (5) proof of completion certificates for projects completed within the past five (5) years and which are each above USD $10,000,000.00 (Ten Million United States Dollars) in value.
     8. Submitted experience must meet all of the above criteria. If the proposer fails to meet all of the above stated criteria, the Employer reserves the right not to consider those proposals for further evaluation.
     9. In a joint venture company, each of the individual companies should be in business for a minimum period of three (3) years.
     10. Experience must be proved by submitting past three (3) years’ experience for each individual company separately.
     11. Past work for which proof of completion/completion certificates is submitted must be for projects/works completed not longer than three (3) years ago. If the proposal is submitted by a joint venture company, a collective value of all completed projects by each company will be considered for evaluation.
     12. Ministry of Finance has the full discretion to determine the relevance of the past experience to the current scope of works and the score awarded by Ministry of Finance will be final and shall not be contested.
3. Design Team Experience (5 points)
   * 1. Points will be awarded based on the design capacity and experience of similar projects.
     2. The ranking will be based on the overall suitability and merit of the proposed design team.
     3. All design works need to be certified by a licensed engineer in the Maldives.
4. Specifications/Method Statement (3 points)
   * 1. The submission of a detailed work plan/schedule, covering the entire scope as described. Completion of the **Volume I Section III** (Proposal Forms) of this document is highly recommended and will be reviewed to determine the technical capacity of the company.
     2. Additionally, a project organizational chart showing the expected staff to be assigned to the project including (Project Manager, Programmer, Engineer, Paving Manager, and Earthworks Manager) along with their CV’s.
     3. Full points for this criterion will be awarded for the proposers meeting the specification requirements identified in the **Volume I, Section III** (Proposal Forms) of the proposal document.
     4. If the proposers fail to meet any of the specifications of the Employer in the **Volume I, Section III** (Proposal Forms), the proposal may be disqualified at the Employers discretion.
5. Subcontractors experience (5 points)
   * 1. The number any experience of the subcontractors will be examined to ensure that the experience required has been properly assessed.
     2. The amount of work performed by one subcontractor cannot exceed 10% of the contract value without prior written approval from the Employer.
6. Plant, equipment and facilities (20 points)
   * 1. Access to plant and equipment are critical and will be crucial to the success of the project.
     2. The proposal must contain, equipment type, number of each type required to complete the project on time.
     3. The construction programme will be examined to compare the equipment provided in Proposal Schedule 13.
7. Safety, Environment and Insurance (4 points)
   * 1. Points for this section will be determined based on the details provided in the following schedules
        1. Proposal Schedule 14 - Site Safety record
        2. Proposal Schedule 17 - Environmental Management

System

* + - 1. Proposal Schedule 15 – Insurance

1. Quality Assurance Plan (3 points)
   * 1. Quality Assurance and Control for the project will be the responsibility of the proposer.
     2. The Quality Assurance, including inspections and reporting, is critical.
     3. Points for this section will be determined based on details provided in Schedule 16 - Quality Assurance System

1. Construction Management Plan (8 points)
   * 1. Requirements refer to the tendered project’s requirements which are identified by the client on Proposal Schedule 18 – Construction Management Plan.
     2. The forms listed above under each section are the primary source when determining the individual section points. The Employer may also use information from other forms when determining the points for each section other than the ones listed above.

1. CLARIFICATION OF proposalS AND CONTACTING THE EMPLOYER
   1. To assist in the examination, evaluation, and comparison of proposals, the Employer may, at its discretion, ask any proposer for clarification of its proposal. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the proposal shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the proposals in accordance with **ITP Clauses 3 & 5**.
   2. From the time of proposal opening to the time of contract award, if any proposer wishes to contact the Employer on any matter related to the proposal, it should do so in writing.
   3. Any effort by the proposer to influence the Employer in the Employer’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

1. Evaluation of Financial proposal
2. EVALUATION AND COMPARISON OF proposalS
   1. The evaluation criteria of the project include a range of mandatory and qualitative criteria. The Tender Evaluation Committee will review the proposals and all documents submitted based on the evaluation criteria.
3. CORRECTION OF ERRORS
   1. Proposals determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
      1. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
      2. The contract will be written as a lump sum project and unit rates will not be applied in the contract (except where specified).
4. Arithmetic Correction
   1. The Proposer is deemed to have included all prices in the (lump sum) Proposal Price. Arithmetical corrections shall therefore not be made, except that where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
   2. The Employer shall correct arithmetical errors only for the price for such part of the Works on the following basis:
      1. where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Proposal Price, the former shall prevail and the latter will be corrected accordingly;
      2. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to 5.2(a) above.
   3. A Proposer shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with **ITP Clauses 34, 35** **&** **36** shall result in the rejection of the Proposal.
5. ABNORMALLY LOW PROPOSALS
   1. Provided that a Proposal is substantially responsive, the Employer:
6. May waive any nonconformities in the Proposal; or
7. May request that the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal. Provided that a Proposal is substantially responsive, and Proposals have been invited to include any part of the Works to be paid according to quantity supplied or work done in accordance with **ITP Clauses 35 & 36**, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price.
8. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Proposers. If the price of the item or component cannot be derived from the price of other substantially responsive Proposers, the Employer shall use its best estimate.
9. Unbalanced or Front Loaded Proposals
   1. If the Proposal that is evaluated as the lowest evaluated cost is, in the Employer’s opinion, seriously unbalanced or front loaded the Employer may require the Proposer to provide written clarifications. Clarifications may include price analyses to demonstrate the consistency of the Proposal prices with the scope of the Works, proposed methodology, schedule and any other requirements of the RFP Document.
   2. After the evaluation of the information and price analyses presented by the Proposer, the Employer may:
      1. accept the Proposal, or
      2. if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Proposer, to a level not exceeding twenty percent (20%) of the Contract Price; or
      3. reject the Proposal.
10. Nonmaterial Nonconformities
    1. Provided that a Proposal is substantially responsive, the Employer:
11. may waive any nonconformities in the Proposal; or
12. May request that the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal. Provided that a Proposal is substantially responsive, and Proposals have been invited to include any part of the Works to be paid according to quantity supplied or work done in accordance with **ITP Clause 34**, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Proposers. If the price of the item or component cannot be derived from the price of other substantially responsive Proposers, the Employer shall use its best estimate.
13. Negotiations
    1. If specified in the PDS, the Employer may conduct negotiations following the evaluation of their Proposal before the final contract award. The procedure of the negotiations will be specified in the PDS.
    2. Negotiations may address any aspect of the contract so long as they do not change the specified business function and performance requirements.
    3. The Employer may negotiate first with the Proposer that has the Most Advantageous Proposal.
    4. If the negotiations are unsuccessful the Employer may negotiate with the Proposer that has the next best Most Advantageous Proposal, and so on down the list until a successful negotiated outcome is achieved.
    5. Negotiations shall be limited to the top 3 proposers.
14. Evaluation Process Financial Parts
    1. To evaluate each Proposal’s Financial Part, the Employer shall consider the following:
    2. the Proposal price, including provisional sums and the provision, if any, for contingencies in the Schedule of Rates and Prices (if any), but including Daywork items, where priced competitively;
    3. price adjustment for correction of arithmetic errors in accordance with **ITP Clauses 35 & 36**;
    4. price adjustment due to discounts offered;
    5. price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITP Clause 39**;
    6. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITP Clause 21**; and
    7. Any additional evaluation factors indicated in the PDS and detailed in **ITP Clause 34**, Evaluation and Comparison of Proposals.
    8. The proposer with the lowest price will be selected, provided they meet the Technical requirements of **ITP Clauses 25, 26; 29, 31, 32 & 34**.
15. Evaluation of Combined Technical and Financial Part
16. Evaluation of Combined Technical and Financial Proposals
    1. The Employer’s evaluation of responsive Proposals will take into account technical factors, in addition to cost factors in accordance with **ITP Clause 34**, Evaluation and Comparison of Proposals. The weight to be assigned for the Technical factors and cost is specified in the PDS. The Employer will evaluate the proposals, as per **ITP** **Section F**.
17. Most Advantageous Proposal (MAP)
    1. The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, and whose Proposal has been determined to be:
    2. substantially responsive to the RFP; and
    3. provides the lowest qualified price.
18. Employer’s Right to Accept Any Proposal, and to Reject Any or All Proposals
    1. The Employer reserves the right to accept or reject any Proposal, and to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Proposers. In case of annulment, all Proposals submitted and specifically, Proposal securities shall be promptly returned to the Proposers.
19. Notification of Intention to Award
    1. The Employer shall send to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Proposer. The Notification of Intention to Award shall contain, at a minimum, the following information:
    2. the name and address of the Proposer submitting the successful Proposal;
    3. the Contract price of the successful Proposal;
    4. the total combined score of the successful Proposal;
    5. the names of all Proposers who submitted Proposals, and their Proposal prices as readout and as evaluated prices and technical score;
    6. a statement of the reason(s) the Proposal (of the unsuccessful Proposer to whom the notice is addressed) was unsuccessful;

1. AWARD OF CONTRACT
2. AWARD
   1. Subject to **ITP Clause 25**, the Employer will award the contract to the Proposer whose proposal has been determined to be substantially responsive to the proposal documents and who has offered the lowest Evaluated Proposal Price pursuant to **ITP Clauses 42 & 43**, provided that such Proposer has been determined to be:
      1. Eligible in accordance with the provisions of **ITP Clause 2**; and
      2. Qualified in accordance with the provisions of **ITP Clauses 3 & 32**.
3. EMPLOYER’S RIGHT TO ACCEPT ANY proposal AND TO REJECT ANY OR ALL PROPOSALS
   1. The Employer reserves the right to accept or reject any proposal, and to annul the tendering process and reject all Proposals, at any time prior to award of contract, without thereby incurring any liability to the affected Proposer or Proposers or any obligation to inform the affected Proposer or Proposers of the grounds for the Employer’s action.
4. NOTIFICATION OF AWARD
   1. Prior to expiration of the period of proposal validity prescribed by the Employer, the Employer will notify the successful Proposer confirmed by registered letter that its proposal has been accepted. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) shall specify the Contract sum for the execution and completion of the Project and the remedying of any defects therein by the Contractor as prescribed by the contract (hereinafter and in the Conditions of Contract called “the Contract Price”).
   2. The successful Proposer’s proposal and the Letter of Acceptance will constitute a binding contract between the Employer and the Proposer until the Agreement as stipulated in **ITP Clause 51** has been signed.
   3. Prior to the date of expiry of the proposal validity, the Employer shall notify the successful Proposer, in writing, that its Proposal has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
   4. Within ten (10) Business days from the transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
      1. name and address of the Employer;
      2. name and reference number of the contract being awarded, and the selection method used;
      3. names of all Proposers that submitted Proposals, and their Proposal prices as read out at Proposal opening, and as evaluated;
      4. name of Proposers whose Proposals were rejected and the reasons for their rejection;
      5. the name of the successful Proposer, the final total contract price, the contract duration and a summary of its scope; and
      6. Successful Proposer’s Beneficial Ownership Disclosure Form, as specified in **ITP Sub-Clause 25.2.1(viii)**.
   5. The Contract Award Notice shall be published on the Employer’s website with free access.
   6. Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
5. Debriefing by the Employer
   1. On receipt of the Employer’s Notification of Intention to Award referred to in **ITP Clause 45**, an unsuccessful Proposer has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Proposers whose request is received within this deadline.
   2. Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Proposers of the extended standstill period.
   3. Where a request for debriefing is received by the Employer later than the three (3) Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.
   4. Debriefings of unsuccessful Proposers may be done in writing or verbally. The Proposer shall bear its own costs of attending such a debriefing meeting.
6. PREFERENCE FOR DOMESTIC PROPOSERS
   1. Not Applicable
7. SIGNING OF THE AGREEMENT
   1. The Employer shall send to the successful Proposer the Letter of Acceptance including the Contract Agreement, and, if specified in the PDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
   2. The successful Proposer shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.
   3. At the same time that the Employer notifies the successful Proposer that its proposal has been accepted, the Employer will send the Proposer the Agreement in the form provided in the proposal documents, incorporating all agreements between the parties.
   4. Within fourteen (14) days of receipt of the Agreement, the successful Proposer shall sign the Agreement and return it to the Employer, together with the required performance security as stipulated in **ITP Clause 52**.
   5. Upon fulfilment of **ITP Clause 51**, the Employer will promptly notify the other Proposers that their Proposals have been unsuccessful and their proposal security will be returned as promptly as possible, in accordance with **ITP** **Clause 23**.
8. PERFORMANCE SECURITY
   1. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Proposer shall furnish the Performance Security in accordance with the General Conditions, subject to **ITP Clause 23**, using the Performance Security Forms included in **Volume 4 Section XV,** (Contract Forms), or another form acceptable to the Employer. If the performance security furnished by the successful Proposer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Proposer to be acceptable to the Employer.
   2. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
   3. Failure of the successful Proposer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security. In that event the Employer may award the Contract to the next lowest evaluated Proposer whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
   4. Within fourteen (14) days of receipt of the Letter of Acceptance from the Employer, the successful Proposer shall furnish to the Employer a performance security in the form of a bank guarantee given an amount 10% (ten percent) of the Contract Price on the Performance Security form acceptable to the Employer and ADFD.
   5. The Performance Security shall be issued, by a bank acceptable to both the Employer and Financier (ADFD).
   6. Failure of the successful Proposer to comply with the requirements of **ITP Clause 51** shall constitute a breach of contract, cause for annulment of the award, forfeiture of the proposal security and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked Proposer.
9. Procurement Related Complaint
   1. The procedures for making a Procurement-related Complaint are as **specified** **in the PDS**.
10. MISCELLENOUS CONTRACT ITEMS
    1. Advance Payment
       1. The Employer shall make an advance payment, as an interest-free loan for mobilization and design, when the Contractor submits the bank guarantee to the value of the advance payment in accordance with this Sub-Clause (this bank guarantee should be from a bank registered in the Maldives. However, with pre-approval from the Employer and ADFD; a bank guarantee from an international bank may be accepted). The total advance payment shall not exceed 15% of Initial Contract Price.
       2. The advance payment will be paid within forty-five (45) days after the original approved advance payment guarantee and performance guarantee has been submitted and received.
    2. Advance Payment Recovery
       1. The advance payment will be recovered evenly from the project billing, to a maximum of 15% (fifteen percent) from each monthly invoice.
    3. Payment
       1. Interim Payment will be made forty-five (45) days after approval from the consultant.
       2. The final payment will be made after fifty-six (56) days after approval from the consultant.