



Secretariat of the Uligan Council

Uligan, Rep. of Maldives

# Bidding Document

**Project Name:** INVITATION FOR BIDS (IFB) FOR THE LEASE, DEVELOPMENT, OPERATION, AND MANAGEMENT OF A TOURIST GUEST HOUSE AND CITY HOTEL IN HA· ULIGAN

**Project Number:** PC-245/2023/W-07

**Announcement Number:** (IUL)245-ESD/245/2023/7





## Section 1: Invitation for Bids (IFB)

Date: 19<sup>th</sup> January 2023

IFB No: (IUL)245-ESD/245/2023/7

### **Invitation for Bids (hereafter referred to as the “IFB”) for the Lease, Development, Operation and Management of a Tourist Guest House and City Hotel.**

1. The Secretariat of the Uligan Council (hereinafter referred to as the “**Council**”) hereby announces public tendering for the lease, development, operation, and management of Tourist Guest Houses and City Hotel in the below mentioned plot of land in HA. Uligan Tourism Zone (hereinafter referred to as the “**land**”), (a copy of the map of the Plot of Land is attached as **Annex III**).

Exhibit 1: Land definition and land area.

Land number	Area (Sqft)	Land Allocated for
A	10,000	Guest House
B	10,000	Guest House
C	20,000	Guest House
D	1,437,800	City Hotel

2. The council now invites sealed bids from eligible bidders, local and foreign (hereinafter referred to as the “**Bidder**”) for the acquisition of the leasehold rights of the above.
3. The land shall be leased for a period of 50 (Fifty) years pursuant to Section 8 of the Law Number 2/99 (Maldives Tourism Act).
4. The land shall be granted a construction period of 24 (Twenty-Four) months from the date of signing the lease agreement.
5. (a) The Bidder is required to propose an amount of no less than below specified amounts which shall be paid to the Council as the lease acquisition cost (hereinafter referred to as the “**LAC**”) of the land, to be paid, on or before 60 (Sixty) days from date of the Letter of Award for the acquisition of the leasehold rights of the land (hereinafter referred to as the “**LOA**”).  
(b) The Bidder is also required to propose an amount of no less than below the specified amount which shall be paid to the Council yearly as the Annual Land Rent (hereinafter referred to as the “**ALR**”) of the land, to be paid, as per Clause 5.3 of the ITB.

Exhibit 2: Minimum Land Acquisition Cost and Minimum Annual Lease Rent

Land number	Size (Sqft)	Minimum LAC (MVR)	Minimum ALR (MVR)
A	10,000	15,420.00	28,651.00
B	10,000	15,420.00	28,651.00
C	20,000	30,840.00	57,302.00
D	1,437,800	1,542,000.00	4,119,440.78

6. The Bidder is required to submit a bank guarantee as a bid security (hereinafter referred to as the “**Bid Security**”) amounting to MVR10,000.00 (Ten Thousand Rufiyaa Only ) issued by

a reputable financial institution approved by MMA or the relevant financial regulatory authority in the country of issuance, in accordance with Form 2 in Annex II of the Bidding Documents, and valid for 150 (One hundred and Fifty) calendar days beyond the Bid Opening Date (hereinafter referred to as the “Bid Security”). The aforementioned 150 days will be counted excluding the Bid Opening Date and inclusive of the Bid Expiry Date.

7. The highest Bidder shall pay the LAC pursuant to the terms of the LOA and failure of which will result in the following.
  - a) Cancellation of the LOA; and
  - b) Forfeiture of the Bid Security; and
  - c) Awarding a new LOA to the next Highest Bidder under the terms of clause 23 of the ITB.
8. The Highest Bidder for “Land D” shall within a period of 90 (Ninety) calendar days from the LOA, submit a report that provides an assessment of the environmental conditions of the land, and its surrounding waters, which in particular identifies any deteriorating conditions of the same and further provides appropriate recommendations for addressing such issues. In addition, a land survey report of the islands produced by a Ministry of Tourism’s approved surveyor shall be submitted to the Council within the period of 90 (Ninety) calendar days stated herein.
9. Interested parties may obtain further information and purchase the Bidding Documents from **22<sup>nd</sup> January 2023** up to the **06<sup>th</sup> February 2023**, between **0800hrs to 1400hrs**, at the following address or via email to [projects@uligan.gov.mv](mailto:projects@uligan.gov.mv).

**Secretariat of the Uligan Council,**

Uligan, North Thiladhunmathi

Telephone: +(960)6500036

Email: [projects@uligan.gov.mv](mailto:projects@uligan.gov.mv)

Website: [www.uligan.gov.mv](http://www.uligan.gov.mv)

10. An application form must be completed and submitted to the Council for the purpose of this IFB (hereinafter referred to as the “**Application Form**”). The application form is available from the Council’s reception or from the Council’s website.
11. A set of the bidding documents for the purpose of this IFB (hereinafter referred to as the “**Bidding Documents**”), can be purchased from the Council. The price of the bidding documents shall be MVR500.00 (Five Hundred Rufiyaa only). This payment is non-refundable.
12. All the payments should be transferred to the following bank account of the Council.  
Account Number: 77714700299001  
Account Name: 1283-Revenue 1 (Uligan Council)  
Bank: Bank of Maldives Plc  
Once payment is transferred the Bidder should inform the Council via e-mail or via the telephone.  
Email Address: [finance@uligan.gov.mv](mailto:finance@uligan.gov.mv)  
Telephone: 6501004

13. Those who wish to participate in the Bid must send an Email Application, expressing their interest with business name, address, registration number email address and phone number to buy a bidding document. The Email Application shall be accompanied by:
  - a) If the Bidder is a company or a partnership or a sole proprietorship a copy of the registration certificate.
  - b) Payment for the Bidding Documents as specified in Clause 10, which shall be paid to the Council.
14. Upon payment for Bidding Documents, the Council shall issue a payment receipt to the Bidder. With this payment receipt, the Council shall issue to the Bidder a unique bid serial number (hereinafter referred to as the **“Bid Serial Number”**).
15. The Bidding Documents and the Bid Serial Number are non-transferable.
16. Each Bidder shall submit only one Bid for each plot of land.
17. A Bid will not be disqualified or deemed invalid for the reason that it is the only Bid submitted for the purposes stated herein.
18. Pre-bid meeting to provide information for the interested parties shall be held virtually via ZOOM, at **1300hrs** on **26<sup>th</sup> January 2023**.

Those who wish to participate in must email to [projects@uligan.gov.mv](mailto:projects@uligan.gov.mv) expressing their interest with name, email address and phone number, before **1400hrs** on **25<sup>th</sup> January 2023**.
19. Bids must be delivered before **09th February 2023, 1300hrs** to the Council.
20. Bids will be opened in the presence of Bidders or their representatives who choose to attend the meeting on **09th February 2023, 1300hrs**. The representative of Bidder must have written authorization to attend the meeting from the Bidder.
21. For the avoidance of doubt, please note that all payments made pursuant to the IFB, Bid and ITB shall be made in Maldivian Rufiyaa (MVR).

End of Section 1

## Section 2: Instructions to Bidders (ITB)

### 1. Land allocated for this project.

- 1.1 For the lease, development, operation, and management of Tourist Guest Houses and City Hotel in the below plots of land (hereinafter referred to as **“the Land”**) (as per Annex III).

Land number	Area (Sqft)	Land Allocated for
A	10,000	Guest House
B	10,000	Guest House
C	20,000	Guest House
D	1,437,800	City Hotel

- 1.2 All Bidders are encouraged to inspect the Lands and verify that the Lands are suitable for the purpose for which the Lands are tendered. Submission of a Bid for the lease of the Land shall be deemed as acceptance on the part of the Bidder that the Lands are suitable for the purpose for which the Land is tendered. If a Bidder wishes to inspect the land before submitting their bid documents, they will be allowed to do so at their own expense.
- 1.3 The Council shall not be liable for any claim by a Bidder on the grounds that the Lands are not suitable or appropriate for the development of a Tourist Guest House and City Hotel on any grounds.

### 2. Lease Acquisition Cost (LAC), and Annual Land Rent (ALR)

- 2.1 The Bidder is required to propose an amount of no less than below specified amounts which shall be paid to the Council as the Lease Acquisition Cost (hereinafter referred to as the **“LAC”**) of the Land, to be paid, on or before 60 (Sixty) days from the date of the Letter of Award for the acquisition of the leasehold rights of the Land (hereinafter referred to as the **“LOA”**).
- 2.2 The Bidder is also required to propose an amount of no less than below the specified amount which shall be paid to the Council yearly as the Annual Land Rent (hereinafter referred to as the **“ALR”**) of the land, to be paid, as per Clause 5.3 of the ITB.

Land number	Size (Sqft)	Minimum LAC (MVR)	Minimum ALR (MVR)
A	10,000	15,420.00	28,651.00
B	10,000	15,420.00	28,651.00
C	20,000	30,840.00	57,302.00
D	1,437,800	1,542,000.00	4,119,440.78

- 2.3 For the avoidance of any doubt, it is understood and agreed by the Bidder that any payment made as LAC shall not be refundable by the Council nor shall it be deductible from Lease Rent or any other rent or any other dues to the Council.

### **3. Proposed Development**

- 3.1 The Highest Bidder for each plot of Land shall be given 24 (Twenty-Four) months from the date of signing the Lease Agreement for the completion of the development, construction of the guest house and city hotel, and commencement of operation.
- 3.2 Each Guest house must have a minimum number of beds mentioned in the Guest House Regulation. However, Bidder can increase the number of beds as per their own requirements.
- 3.3 Each guest house and City Hotel should be in accordance with the requirements of the Tourist guest House Regulations and other relevant regulations of the Ministry of Tourism.
- 3.4 The Bidder can develop other tourism-related facilities in the plot of land as per their own requirements.

### **4. Eligible Bidders and Submission of Proposals**

- 4.1 This invitation for Bid is open to local sole proprietorship, partners, companies, and foreign entities eligible to invest in this sector under the class code 12 to 14 of the Foreign Direct Investment Policy.
- 4.2 Before the submission of proposals, the bidder shall inspect the plot of land, verify the suitability of the land for the purposes of building the guest house and city hotel at their own expense.
- 4.3 Bidders are allowed to submit their proposals for any number of lands; The bidder shall not be restricted on how many plots of Land they can win.
- 4.4 A separate proposal must be submitted for each land individually.
- 4.5 It is compulsory for the bidders to clearly indicate the land they are interested in by mentioning the land number for that specific land. The land number stated in Exhibit 1 of this document should also be written on the bid document envelopes. Failure to do so will void the submission.
- 4.6 If two or more parties score equally the highest points for a specific land (in case after the delivery of second proposal mentioned in Clause 23.2 of the ITB), the winner shall be selected by a draw. The draw will take place in the presence of the Bidders or their representatives who choose to attend the meeting. The representative of Bidder must have written authorization to attend the meeting from the Bidder.
- 4.7 The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Council will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. However, upon submission of the Bid to the Council, the Bid will become the absolute property of the Council, and the Bidder will not have any right whatsoever to claim back any of the documentation or material which comprises of the Bid.
- 4.8 The Bidding Documents and/or the Bid Serial Number cannot be transferred to another party under any circumstances whatsoever.

## **5. Duration & Annual Land Rent**

- 5.1 The annual land rent for the land area should not be less than the amount described in Exhibit 1.
- 5.2 The land shall be leased for a period of maximum of 50 (Fifty) years pursuant to Section 8 of the Law Number 2/99 (Maldives Tourism Act) (as amended).
- 5.3 Lease Rent for the Land shall become payable commencing from the 24 (Twenty-Four) months from the date of signing the Lease Agreement.
- 5.4 The land shall be granted construction for 24 (Twenty-Four) months from the date of signing the lease agreement.
- 5.5 If the bidder is unable to complete the construction of the guest house or city hotel within the period pursuant to Article 3.1, a time extension of an additional 6 (Six) months shall be granted, based on the progress and performance of the bidder.
- 5.6 The annual land rent must be paid if the awarded party for the Project is unable to complete the construction stated in Clause 3.1 and 5.4.
- 5.7 The Bidder should understand that the Council have the authority and right to cancel the lease agreement if the Bidder is unable to construct the guest house or city hotel within the period stated in both Clause 5.4 and 5.5. The cancellation of the Lease Agreement will result in no compensation for any property built on the Land or any other damage caused to the Bidder due to the cancellation of the Agreement.
- 5.8 If the construction works on the Land have not commenced within the first 8 months upon execution of the Lease Agreement, the Council has the right to seize back the Land and any associated development without any compensation to the Bidder and any such seizure shall be carried out at their sole discretion.
- 5.9 A reasonable period shall be given for any unforeseen circumstances that may halt the commencement of the project.

## **6. Composition of the Bidding Documents**

- 6.1 The contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
- a) The Application Form to be submitted pursuant to Clause 10 of the IFB.
  - b) The instruction to Bidders (ITB)
  - c) Any Amendments issued by the Council in accordance with the Bidding Documents.
- 6.2 The Bidder is expected to examine all instructions, forms, terms, and conditions in the Bidding Documents. Failure to furnish all information required or to submit in Bid which is not complete in every aspect may result in the Bid being determined non-responsive and disqualified.

## **7. Clarification of Bidding Documents**

7.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Council in writing at the address indicated in Clause 9 of the IFB. All requests and clarifications issued by the Council shall be in writing. All requests for clarification shall include the Bid Serial Number. The Council shall not be responsible for any clarification sought and/or provided in any other manner of whatsoever nature.

7.2 Prospective Bidders shall submit a request for clarification at least 3 (Three) working days prior to Bid Closing Date.

## **8. Amendments to Bidding Documents**

8.1 At any time prior to the deadline for the submission of Bids, the Council, for any reason, whether at its own initiative or in response to clarification requested by a prospective Bidder may modify the Bidding Documents through Amendment(s). In such a circumstance the Council, at its discretion, may extend the deadline for the submission of Bids.

8.2 All or any Amendments made to the Bidding Documents pursuant to Clause 8.1 of the ITB shall be posted on the website of the Council, prior to the deadline for the submission of the Bid.

8.3 Prospective Bidders shall submit a request for clarification at least 3 (Three) working days prior to Bid Closing Date.

## **9. Language of Bid**

9.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Council shall be written in the English language apart from those in the Dhivehi language issued by the relevant authorities of the Government of Maldives. Any non-English Bid related documents, other than those in Dhivehi issued by the relevant authorities of the Government of Maldives, shall be accompanied by an authenticated English translation, whose text shall prevail for the purposes of interpretation of the Bid.

## **10. Documents Comprising the Bid**

10.1 The Bid prepared by the Bidder shall comprise solely of the following documents and shall be submitted before the Bid Closing Time on the Bid Closing Date to the Bid Opening Venue:

- a) Completed Bid Form in accordance with Form 1 in Annex I.
- b) Bid Security furnished in accordance with the Form 2 in Annex II.
- c) Proof of funds in the form of a Bank Statement or a Bank Guarantee.
- d) Documentary evidence (a power of attorney and board resolutions in case of companies) stating that the person signing the Bid has been duly authorized to the Bidder shall complete and submit all the documents in Clause 10.1 of the ITB.
- e) Business registrations certificate (company or partnership or sole proprietorship)
- f) National Identity Card / Passport (Sole proprietorship and the person assigned to signed from a business entity)
- g) Business profile or Curriculum Vitae (in case of sole proprietorship)



- h) Financial statements for the last year in case of partnership or companies.
- i) GST registration certificate copy, if applicable.
- j) MIRA Tax clearance report (past three months), if applicable.

### **11. Bid Currency**

- 11.1 Unless otherwise required in the bidding documents, the Bidder shall quote all the prices in Maldivian Rufiyaa (MVR).

### **12. Bid Security**

- 12.1 Any Bid not accompanied by a Bid Security in accordance with Clause 6 of IFB will be determined non-responsive and disqualified by the Council.
- 12.2 The Council may require the validity of the Bid Security to be extended, in which case Bidders will be required to submit a Bid Security with extended validity as requested by the Council.
- 12.3 The Bid Security of unsuccessful Bidders', excluding the Second and the Third Highest Evaluated Bidder shall be discharged or returned within 30 (Thirty) calendar days from the date of Letter of Award (LOA) by the Council to the Highest Bidder.
- 12.4 Bid Securities shall be discharged or returned upon fulfillment of the conditions stipulated in the Letter of Award (LOA).
- 12.5 The Council will forfeit the Bid Security if the Bidder:
- a) Withdraws their Bid during the Bid Validity Period; or
  - b) Does not accept Amendment(s) made to or correction of errors in the Bidding Documents in accordance with Clause 8 of the ITB; or
  - c) Having been issued with the Letter of Interest by the Council during the Bid Validity Period:
    - i. Refuses to accept the award; or
    - ii. Fails to pay Lease Acquisition Cost pursuant to the terms of the Letter of Award; or
    - iii. Fulfill the requirements pursuant to Clause 28 of the ITB; or
    - iv. Fails to sign the Lease Agreement in accordance with Clause 28 of the ITB.
- 12.6 The Highest Bidder's Bid Security will be discharged upon the fulfillment of the conditions stipulated in the Letter of Award (LOA).

### **13. Period of Validity of Bids**

- 13.1 The Bid shall remain valid for a period of 150 (One hundred and fifty) calendar days after the Bid Opening Date.
- 13.2 The Council may solicit the Bidder's consent to an extension of the Bid Validity Period. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify the Bid. However, such Bidders may be required to extend the validity of the Bid Security if so, required by the Council. The Bids of Bidders who decide not to accept any extension shall be rejected and their Bid Security shall be returned.

#### **14.Format and Signing of the Bid**

14.1 The Bidder shall bind all pages of the Bid in one volume.

14.2 The Bid shall be typed or written legibly in indelible ink and shall be signed by the Bidder or a person authorized to bind the Bidder to the Bid. All pages of the Bid, except for un-amended printed literature, shall contain the Bid Serial Number, and shall be initialed by the person signing the Bid.

14.3 Any interlineations, erasures or overwriting shall be valid only if they are initiated by the person signing the Bid.

#### **15.Sealing and Marking of Bids**

15.1 The Bidder shall prepare and submit one original of the Bid in a sealed envelope.

15.2 The envelope shall:

- a) Be addressed to the Council at the address given in Clause 9 of the IFB.
- b) Bear the name “Bid for the lease of the Land “Plot number” of HA. Uligan to develop, operate and manage a Tourist Guest House/City Hotel”, and the statement; “DO NOT OPEN BEFORE (TIME) HRS (DAY), (DATE)” to be completed with the Bid Closing Time and the Bid Closing Date.
- c) The envelope shall also indicate the Bidder’s name, address, and the Bid Serial Number. The Bid Serial Number shall be placed at the top right-hand corner of the envelope.

15.3 If the envelope is not sealed and marked as required by Clause 15.2 of the ITB, the Council will assume no responsibility for the Bid’s misplacement or premature opening.

#### **16.Deadline for Submission of Bids**

16.1 Bids must be received by the Council at the address specified in Clause 9 of the IFB, or at any other venue that the Council may announce. Any changes to the venue will be communicated no later than 48 (Forty-Eight) hours prior to the Bid Closing Time on the Bid Closing Date.

16.2 The Council may, at its discretion, extend the Bid Closing Date and/or the Bid Closing Time by Amendment to the Bidding Documents in which case, all rights and obligations of the Council and Bidders previously subject to the deadline will thereafter be subject to the deadline as amended.

#### **17.Late Bids**

17.1 Bids will not be accepted by the Council after the Bid Closing Time on the Bid Closing Date.

#### **18.Modification and Withdrawal of Bids**

18.1 The Bidder may modify or withdraw the Bid after the Bid’s submission provided that written notice of the modification, including substitution or withdrawal of the Bid, is

received by the Council 48 (Forty-Eight) hours prior to the Bid Closing Time on the Bid Closing Date.

18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and submitted in accordance with Clause 14 and 15 of the ITB.

18.3 No Bid shall be modified or withdrawn after the Bid Closing Time on the Bid Closing Date.

### **19. Opening of Bids by the Council**

19.1 The Council shall open all Bids in the presence of Bidders or their representatives, who choose to attend the event, at the Bid Closing Time on the Bid Closing Date. The Bidders or their representatives who are present shall sign a register evidencing their attendance.

19.2 The Bidder's names, Bid modifications or withdrawals, and such other details as the Council at its discretion, may consider appropriate, will be announced and/or displayed at the opening of the Bid.

19.3 Bid shall be rejected at the opening of Bids, if any document mentioned in Clause 10 of the ITB is not accompanied with the Bid.

### **20. Clarification of Bids**

20.1 During the evaluation of the Bids, the Council may, at its discretion, ask a Bidder for clarification. The request for clarification and the response shall be in writing, stating a time to respond and no change in any financial aspects of the Bid shall be sought, offered, or permitted.

20.2 The Council may, at its discretion, request re-submission of any documents submitted pursuant to Clause 10 of the ITB, given that such a request does not prejudice or affect the relative ranking of any Bidder. Also, such a request does not affect the whole bidding process and the submission from parties.

### **21. Preliminary Examination**

21.1 The Council will examine the Bids to determine whether:

- a) The Bids are complete.
- b) The Bids have no computational errors.
- c) All the required documents have been furnished.
- d) The documents have been properly signed.
- e) The authenticity of documents submitted.
- f) The Bids are generally in order.

21.2 Arithmetical errors will be rectified on the following basis:

- a) If there is a discrepancy between the unit value and the total value that is obtained by multiplying the unit value and the variable, the unit value shall prevail and the total value shall be corrected; and
- b) If there is a discrepancy between words and figures, the amount in words shall prevail.

21.3 The Council may waive any minor informality, non-conformity, or irregularity in a Bid, provided that such a waiver does not prejudice or affect the relative ranking of any Bidder.

21.4 Prior to the detailed evaluation, pursuant to Clause 22 of the ITB, the Council will determine substantially responsive bids, which are bids that conform to all the terms and conditions of the Bidding Documents (hereinafter referred to as the “**Substantially Responsive Bids**”) in accordance with the Bidding Documents.

**22.Evaluation and Comparison of Bids**

22.1 The Council shall evaluate and compare Substantially Responsive Bids.

22.2 The evaluation of a Bid will exclude and not consider any additional documentation or information other than those specifically requested in the Bidding Documents. In addition to this, the documentation and information will be considered as part of the Bid documentation provided by the Bidder.

22.3 Bids will be evaluated based on the below criteria for the islands.

No.	Category	Marks (%)
1	Price (Lease Acquisition Cost (LAC)) (Proposed LAC by the Bidder / Highest proposed LAC) x 30	30
2	Financial Capacity 10% Proof of financial capacity – 50% Equity of LAC	Yes/No
3	Annual Land Rent (Proposed Rent by the Bidder / Highest proposed Rent) x 60  The Bidder can propose minimum of MVR 2.8651 per square feet	60

22.4 The amount paid as Lease Acquisition Cost (LAC) shall not be refundable nor shall it be deductible from any payments to be made by the Highest Bidder to the Council.

**23.Determining the Highest Evaluated Bid**

23.1 The Bid scoring the highest points subject to Clauses 21 and 22 of the ITB shall be determined as the Highest Evaluated Bid.

23.2 Subject to Clause 22 of the ITB, if more than one Bidder has scored the highest points, the Bidders whose scores are tied shall be allowed to submit a second proposal in the form provided in the Bid Form in Annex I. The total amount proposed by a Bidder in the second submission shall not be less than the total amount proposed in the Bidders initial proposal. The Bidder who then scores the highest point shall be determined to be the Highest Bidder.

23.3 Bidders whose scores are tied as specified in Clause 23.2 of the ITB shall be given three working days to submit a second proposal. Submission of proposals pursuant to this Clause shall be subject to the terms and conditions of these Bidding Documents.



## **24.Award Criteria**

24.1 The Council will choose the Bidder whose Bid has been determined to be the Highest Evaluated Bid from amongst the Substantially Responsive Bids as the Highest Bidder and shall issue a Letter of Award to the same.

## **25.Council's Right to Annul the Bidding Process**

25.1 The Council reserves the right to annul the whole Bidding process or the Bidding for the Plot of Land and reject all Bids for the Land at any time prior to the issuance of the Letter of Award, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Council's action.

25.2 No claim, demand, action, or legal proceedings shall lie against the Council in respect of its action(s), decision(s) under Clause 25.1 of the ITB or the rejection of any Bid by the Council in accordance with the Bidding Documents.

## **26.Notification of Award**

26.1 Prior to issuing the Letter of Award, the Council will check the information and documentation provided with the Application Form pursuant to Clause 13 of the IFB to determine its validity. Any incorrect or invalid information or documentation provided may lead to disqualification of the Bid.

26.2 Prior to the expiration of the Bid Validity Period, the Council will notify the Highest Bidder in writing that the Bid has been accepted.

26.3 In the event the Highest Bidder fails to or is unable to fulfill the conditions contained in the Letter of Award or declines to accept the Letter of Award, the Letter of Award issued to the Bidder shall be deemed terminated.

26.4 Where the Letter of Award is terminated in accordance with Clause 26.3 of the ITB, the Council shall issue the Letter of Award to the Second Highest Evaluated Bidder.

26.5 Any Letter of Award to the Second Highest Evaluated Bidder shall be subject to the terms and conditions as that of the Letter of Award to the Highest Bidder and subject to the terms and conditions of these Bidding Documents.

26.6 In the event the Second Highest Bidder fails to or is unable to fulfill the conditions contained in the Letter of Award; or declines to accept the Letter of Award, the Letter of Award issued to the Second Highest Bidder shall be deemed terminated.

26.7 In the event the Second Highest Evaluated Bidder who has been issued a Letter of Award; fails to; is unable to fulfill the conditions contained in the Letter of Award; or declines to accept the Letter of Award, the Government shall annul the Bidding process.

26.8 Any Bidder whose Bid has been rejected pursuant to any Clause of the ITB shall indemnify and hold the Council harmless from any and all claims, demands and/or action that may arise directly or indirectly from or in connection with the rejection of the Bid by the Council.

## **27. Payment of Lease Acquisition Cost**

- 27.1 At the same time as the Council issue to the Bidder a letter of Award which prescribes conditions to be fulfilled by the Bidder, including but not limited to the conditions that within 60 (Sixty) calendar days from the date of Letter of Award by the Council, the Bidder shall pay to the Council the amount proposed to be paid as Lease Acquisition Cost as specified in the Bidding Documents.
- 27.2 In the event the Bidder fails to sign the Lease Agreement or fails to perform its obligations under the Lease Agreement the payment made pursuant to the ITB Clause 27.1 shall not be refundable.
- 27.3 In the event the Bidder has completed the payment for the Lease Acquisition Cost, however, is unable to sign the Lease Agreement due to failure on behalf of the Council to complete the necessary formalities and/or procedures, their LAC shall be refunded by the Council.

## **28. Signing the Contract**

- 28.1 The Council, after issuing the Notification of Award to the Successful Bidder, as per Clause 27.1, shall promptly provide a draft of the Lease Agreement.
- 28.2 The successful Bidder shall sign the Lease Agreement upon fulfillment of all the conditions in the Letter of Award, and the Council shall then execute the Lease Agreement with the successful Bidder.

## **29. Sub-contracting**

- 29.1 The Bidder is not allowed to lease the land unless there is written approval from the Council.
- 29.2 The Bidder is also not allowed to subcontract with a third party in the operation and management of a guest house or city hotel unless there is a written approval from the Council.



**ANNEX I**

**Form 1: Bid Form**

Date:

IFB No: (IUL)245-ESD/245/2023/7

To: Secretariat of the Uligan Council  
HA. Uligan, Republic of Maldives.

Dear Council President Mr. Ahmed Muaz Mohamed

After having examined the Bidding Documents including the addenda issued in connection with the Bidding Documents relating to the Invitation for Bids IFB No: (IUL)245-ESD/245/2022/7 the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to lease, development, operation, and management of a Tourist Guest House/City Hotel on the Plot of "Land number" in HA. Uligan, Republic of Maldives.

The amount I/we thus propose to pay as Lease Acquisition Cost and Land Rent is as follows:

[Refer to Clause 2.1, and 2.2 of the ITB]

Land Number	
Proposed Acquisition Cost	(Amount in words and figure MVR)
Proposed Land Rent (per year)	(Amount in words and figure MVR)

I/we hereby declare that it is understood and agreed myself/us that any payment made as Lease Acquisition Cost shall not be refundable by the Council nor shall it be deductible from the Lease Rent or any other dues to Council in the event the Leaseholder fails to perform its obligations under the Lease Agreement.

I/We hereby declare that I/we have checked or otherwise verified the suitability of the land for the purpose for which the land is tendered.

I/We undertake, if our Bid is accepted to lease, operation and, management Guest House/City Hotel on the Plot of "Land Number" in HA. Uligan, Republic of Maldives in accordance with the relevant laws and regulations and to pay the amount proposed as Lease Acquisition Cost in accordance with the Clause 27 ITB.

I/We agree to abide by this Bid for a period of 150 (One Hundred and Fifty) calendar days from the Bid Opening Date under Clause 6 of the IFB, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Lease Agreement is prepared and executed, this Bid, together with your written acceptance thereof and your Letter 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, with an employee of the Council.

BIDDING DOCUMENT :INVITATION FOR BIDS (IFB) FOR THE LEASE, DEVELOPMENT, OPERATION,  
AND MANAGEMENT OF A TOURIST GUEST HOUSE AND CITY HOTEL IN HA· ULIGAN

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I/We confirm that I/we have carefully read, understood, and agree to all the terms and conditions of the Bidding Documents.

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

Date: \_\_\_\_\_ 2023.

*[name]*

*[signature]*

*(Identity Card Number and  
Address for Sole proprietorship.*

*Or designation for legal entity)*

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_





**ANNEX II**

**Form 2: Bid Security Format**

**(Bank Guarantee)**

Whereas [name of Bidder] (hereinafter referred to as the “Bidder”) has submitted its Bid (Serial Number \_\_\_\_\_ ) dated [date of submission of Bid] for the lease, development, operation, and management of a Tourist Guest House/City Hotel on the Plot of Land “Lan Number” in HA. Uligan, Republic of Maldives pursuant to the Invitation for Bids IFB No: (IUL)245-ESD/245/2023/7 dated \_\_\_\_\_ 2023 (hereinafter referred to as 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 referred to as the “Bank”), are bound unto the Secretariat of the Uligan Council (hereinafter referred to as the “Council”) in the sum of \_\_\_\_\_ Maldivian Rufiyaa Only for which payment well and truly to be made to the said Council, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

THE CONDITIONS of this obligation are:

A. If the Bidder:

- i. withdraws its Bid during the Bid Validity Period as specified in Clause 13 of the ITB in the Bidding Documents; or
- ii. does not accept Amendments made to or correction of errors in the Bidding Documents in accordance with Clause 8 of the ITB in the Bidding Documents; or

B. If the Bidder, having been notified of the acceptance of its Bid by the Government during the Bid Validity Period:

- iii. refuses to accept the Award; or
- iv. fails to fulfill the requirements pursuant to Clause 27 of ITB in the Bidding Documents; or
- v. fails to sign the Lease Agreement in accordance with Clause 28 of the ITB in the Bidding Documents.

We undertake to pay to the Council the above amount upon receipt of its first written demand, without the Council having to substantiate its demand, provided that in its demand the Ministry 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 [date: \_\_\_\_\_ calendar days after Bid opening], 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 the 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 the Bank and the Bidder, the terms of this guarantee shall prevail.

[seal and signature of the bank/financial institution]



**ANNEX III**  
**PLOT OF LAND**

