



REQUEST FOR PROPOSAL (RFP)

FOR

LEASE OF LAND FOR THE DEVELOPMENT OF SERVICED APARTMENTS IN URBAN ISLE

PROPOSAL REFERENCE NUMBER:

HDC(161)-REM/IU/2023/449

ANNOUNCEMENT DATE:

15th August 2023

PROPOSAL SUBMISSION DEADLINE:

11th September 2023

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SECTION I. INSTRUCTIONS TO PROPONENTS (ITP)

A. GENERAL		
1. Scope of Proposal	1.1	<p>The Lessor;</p> <p>HOUSING DEVELOPMENT CORPORATION LIMITED an incorporated limited liability company operating under the registration number C793/2008 and having its registered office at HDC Building, 3rd Floor, Hulhumalé Republic of Maldives (hereinafter called and referred to as "the Lessor",) issues this Request for Proposal (RFP). The name of the Project and Proposal Reference Number of this RFP is provided in the RFP Data Sheet.</p>
	1.2	<p>Throughout this RFP Documents:</p> <p>(a) the term "in writing" means communicated in written form and delivered against receipt;</p> <p>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</p> <p>(c) "day" means calendar day.</p>
2. Corrupt and Fraudulent Practices	2.1	<p>It is a requirement of the Lessor that proponents, developers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during RFP process and execution of Works. In pursuance of this policy, the Lessor:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Lessor, and includes collusive practice among Proponent (prior to or after Proposal submission) designed to establish Proposal prices at artificial noncompetitive levels and to deprive Lessor of the benefits of free and open competition.</p>

		<p>(b) will reject a proposal for award if it determines that the proponent recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt or fraudulent practices in competing for the contract in question.</p> <p>(c) will sanction a firm or individual, at any time including declaring such firm or individual ineligible, either indefinitely or for a stated period of time: to be awarded a contract from Lessor.</p> <p>(d) will terminate the contract after having given fourteen (14) days' notices to the Proponent.</p>
<p>3. Eligible Proponents</p>	<p>3.1</p>	<p>A Proponent must be a registered business (sole trader, partnership or limited liability company) – subject to ITP 3.2 and ITP 3.3.</p>
	<p>3.2</p>	<p>Unless otherwise specified in the RFP data sheet, in case a Joint Venture (JV) is proposed by Proponent(s) the minimum percentage of equity share proportion of local partner(s) in a JV shall not apply.</p>
	<p>3.3</p>	<p>A Proponent shall not have a conflict of interest. Any Proponent found to have a conflict of interest shall be disqualified. A Proponent may be considered to have a conflict of interest for the purpose of this RFP process, if the Proponent:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Proponent; or (b) receives or has received any direct or indirect subsidy from another Proponent; or (c) has a relationship with another Proponent, directly or through common third parties such as shareholders, and external financiers excluding financial institutions who fund for the project for more than one Proponent, that puts it in a position to influence the proposal of another Proponent, or influence the decisions of the Lessor regarding the RFP process; or (i) In case same external financier is proposed by multiple Proponents, the proponent with the highest Acquisition fee rate will be eligible and other Proponent(s) will be ineligible. (d) Proponents with common shareholders submit proposals for the same plot, proposal submitted by the both parties for the plot shall be disqualified.

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	3.4	A Proponent shall not be under suspension from proposal submission by the Lessor.
	3.5	A Proponent shall provide such evidence of eligibility satisfactory to the Lessor, as the Lessor shall reasonably request.
	3.6	Employees of Urbanco shall not be eligible to submit any proposals under this RFP.
	3.7	<p>If a proponent has a relation with an employee within Urbanco, that is in a position to influence the proposal of the proponent, or influence the decisions of the Lessor regarding the RFP process, the proponent shall declare the relationship as per the Declaration Form in Section V.</p> <p>In case where the Proponent has not declared such information and any such information is revealed/identified at any stage of this RFP Process, Lessor has the right to disqualify the submitted proposal.</p>
B. CONTENTS OF RFP DOCUMENTS		
4. Sections of RFP Documents	4.1	<p>The RFP Documents include all the Sections specified below, and should be read in conjunction with any Addenda issued in accordance with ITP 6.</p> <ul style="list-style-type: none"> • Section I. Instructions to Proponents (ITP) • Section II. RFP Data Sheet • Section III. Lessor's Requirements • Section IV. Qualification and Evaluation Criteria • Section V. Business Proposal Requirement • Section VI. Contract Terms • Section VII. Drawings and Guidelines
	4.2	Unless obtained directly from the Lessor, the Lessor is not responsible for the completeness of the RFP Documents, responses to requests for clarification, or Addenda to the RFP Documents in accordance with ITP 6. In case of any contradiction, documents obtained directly by the Lessor shall prevail.
	4.3	The Proponent is expected to examine all instructions, forms, terms, and specifications in the RFP Documents. Failure to furnish all information and documentation required in RFP Documents as per ITP 4.1 may result in rejection of the proposal.

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<p>5. Clarification of RFP Documents, Pre-Proposal Meeting</p>	5.1	<p>A Proponent requiring any clarification of the RFP Documents shall contact the Lessor in writing at the Lessor's address specified in the RFP Data Sheet or raise its enquiries during the Pre-Proposal Meeting, if provided for in accordance with ITP 5.2. The Lessor will respond in writing to any request for clarification, provided that such request is received no later than the enquiry deadline specified in the RFP Data Sheet. The Lessor shall promptly publish its response at the web page specified in the RFP Data Sheet. Should the clarification result in changes to the essential elements of the RFP Documents, the Lessor shall amend the RFP Documents following the procedure under ITP 6 and ITP 18.2.</p>
	5.2	<p>If so, specified in the RFP Data Sheet, the Proponent's designated representative is invited to attend a pre-proposal meeting. The purpose of the meeting will be to provide information about the project, proposal procedures, clarify issues and to answer questions on any matter that may be raised at that stage.</p>
	5.3	<p>Minutes of the pre-proposal meeting, if applicable, including the text of the questions asked by Proponents, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be published promptly in webpage in accordance to ITP 5.1. Any modification to the RFP Documents that may become necessary as a result of the pre-proposal meeting shall be made by the Lessor exclusively through the issue of an Addendum pursuant to ITP 6 and not through the minutes of the pre-proposal meeting. Nonattendance at the pre-proposal meeting will not be a cause for disqualification of a Bidder.</p>
<p>6. Amendment of RFP Documents</p>	6.1	<p>At any time prior to the deadline for submission of proposal, the Lessor may amend the RFP Documents by issuing addenda.</p>
	6.2	<p>Any addendum issued shall be part of the RFP Documents and shall promptly publish the addendum on the Lessor's web page in accordance with ITP 5.1.</p>
	6.3	<p>To give Proponents reasonable time in which to take an addendum into account in preparing their proposal, the Lessor should extend the deadline for the submission of proposal, pursuant to ITP 18.2.</p>
<p>C. PREPARATIONS OF PROPOSALS</p>		

7. Cost of Proposal	7.1	The Proponent shall bear all costs associated with the preparation and submission of its proposal, and the Lessor shall not be responsible or liable for those costs, regardless of the conduct or outcome of the RFP Process.
8. Language of Proposal	8.1	The RFP, as well as all correspondence and documents relating to the RFP exchanged by the Proponent and the Lessor, shall be written in the ENGLISH or DHIVEHI language.
9. Documents Comprising the Proposal	9.1	<p>The Proposal shall comprise the following:</p> <ul style="list-style-type: none"> (a) Bid Security in accordance with ITP 13; (b) Written confirmation authorizing the signatory of the Proposal to commit the Proponent, in accordance with ITP 15.2 and ITP 15.3; (c) Business Proposal Requirement stipulated in Section V; (d) In the case of a Proposal submitted by a Joint Venture (JV), the JV agreement or letter of intent to enter into JV including but not limited to scope of works to be executed by respective partners and equity share percentage of the respective partners; (e) Any other document required in RFP data sheet.
10. Letter of Proposal	10.1	The Letter of Proposal shall be prepared using the Form 02 in Section V. The form must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
	10.2	The Proponent shall quote prices conforming to the requirements specified in Section III.
11. Currencies of Proposal	11.1	The currency(ies) of the proposal are to be quoted in United States Dollar (USD).
12. Period of Validity of Proposals	12.1	Proposal shall remain valid for the period specified in the RFP Data Sheet . A proposal valid for a shorter period shall be rejected by the Lessor as non-responsive.
13. Bid Security	13.1	The Proponent shall furnish as part of its proposal, a bid security in original form and in the amount and currency specified in the RFP Data Sheet .
	13.2	The Bid Security shall be valid for the period specified in the RFP Data Sheet .

	13.3	The Bid Security shall be a demand guarantee in forms of an unconditional guarantee issued by a locally registered Bank or financial institution (such as an insurance, bonding or surety company). The bid security shall be submitted as per Form 01 in Section V.
	13.4	The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security shall be in the names of all future members as named in the letter of intent referred to in ITP 3.1 and ITP 9.1
	13.5	Any proposal not accompanied by a substantially responsive bid security shall be rejected by the Lessor as non-responsive.
	13.6	The Bid Security of the successful Proponent shall be returned as promptly as possible once the successful Proponent has signed the Contract.
	13.7	The Bid Security of unsuccessful Proponents shall be returned as promptly as possible upon the successful Proponent's signing the Contract.
	13.8	The Bid Security may be forfeited or the Bid Securing Declaration Executed: (a) If the proponent withdraws its Proposal during the period of Proposal validity specified by the Proponent in the Letter of Proposal; or (b) If the successful proponent (i) fails or refuses to pay lease deposit, or (ii) fails to execute the terms and conditions of the conditional award of the Lessor.
14. Bank Guarantee	14.1	The Proponent shall furnish as part of its proposal, a bank guarantee in original form and in amount and currency specified in the RFP Data Sheet.
	14.2	The Bank Guarantee shall be valid for the period specified in the RFP Data Sheet.
	14.3	In case Proponent is submitting proposal for more than 01 (one) plot, Proponent can submit bank guarantee for the plot with the highest Acquisition Fee.

	14.4	The Bank Guarantee shall be a claimed as the Acquisition fee payment when the Proponent is awarded with the plot.
	14.5	Bank Guarantee of unsuccessful Proponents will be returned as promptly as possible upon the successful Proponent's signing the Contract.
	14.6	The Bank Guarantee of a JV shall be in the name of the JV or in the name of the maximum shareholder of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bank Guarantee shall be in the names of all future members as named in the letter of intent referred to in ITP 3.1 and ITP 9.1
	14.7	In case the Developer submits Bank Guarantee of value higher than the acquisition fee for the plot, Urbanco will give the option of refund or deduction from land cost.
	14.8	Any proposal not accompanied by a substantially responsive Bank Guarantee shall be rejected by the Lessor as non-responsive.
<p>15. Format and Signing of Proposal</p>	15.1	The Proponent shall submit one original of the documents comprising the proposal as described in ITP 9.1.
	15.2	The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Proponent. This authorization shall consist of a written confirmation of a Power of Attorney to sign on behalf of the Proponent. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the proposal where entries or amendments have been made shall be signed or initialed by the person signing the proposal.
	15.3	In case the Proponent is a JV, the Proposal shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
	15.4	Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.
<p>D. SUBMISSION AND OPENING OF PROPOSALS</p>		

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16. Submission of Multiple Proposals	16.1	Proponents are allowed to submit multiple proposals as specified in the RFP Data Sheet.
17. Sealing and Marking of Proposals	17.1	Proponents shall submit their proposal by mail or by hand. If so, specified in the RFP Data Sheet , Proponents shall have the option of submitting their Proposal electronically. Procedures for submission, sealing and marking are as follows: (a) Proponents submitting Proposal by mail or by hand shall enclose the original of the Bid in one sealed single envelope, duly marking the envelope as "ORIGINAL BID". (b) Proponent submitting Proposal electronically shall follow the electronic bid submission procedures specified in the RFP data sheet.
	17.2	The sealed envelope shall: (a) bear the name and address of the Proponent; (b) bear the name of the Project and shall be addressed to the Lessor; (c) bear the specific proposal reference number of this RFP process indicated in RFP Data Sheet; (d) bear the name, address and contact number and contact person of the Proponent. (e) bear a warning not to open before the time and date for proposal opening in accordance with ITP 17.1. (f) include Form 09 - Proposal Checklist
	17.3	If the envelope is not sealed and marked as required, the Lessor will assume no responsibility for the misplacement or premature opening of the proposal.
18. Deadline for Submission of Proposal	18.1	Proponents must submit the required documents to the online portal no later than the date and time specified in the RFP Data Sheet.
	18.2	Proposals must be received by the Lessor at the address and no later than the Proposal Submission date and time specified in the RFP Data Sheet.
19. Late Proposal	19.1	The Lessor shall not consider any proposals that arrives after the deadline for submission of proposal specified in ITP 18. Any proposal received by the Lessor after the deadline for submission of proposal

		shall be declared late, rejected, and returned unopened to the Proponent.
20. Proposal Opening	20.1	The Lessor shall open Proposals at the address on the date and time specified in the RFP Data Sheet in the presence of Proponent's designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITP 16.1, shall be specified in the RFP Data Sheet .
	20.2	The Lessor shall open the proposals one at a time and read out and record the following (a) the name of the Proponent; (b) the presence of original Bid Security; (c) the presence of original Bank Guarantee (d) any other details as the Lessor may consider appropriate.
	20.3	Only proposals read out and recorded at proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening except for late proposal in accordance with ITP 18.1 and proposals that are not in accordance with Form 09 - Proposal Checklist.
	20.4	The Lessor shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Proponent; the Price; and the presence or absence of a bid security, if one was required. The Proponents' representatives who are present shall be requested to sign the record. The omission of a Proponent's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proponents who submitted proposal on time.
E. EVALUATION AND COMPARISON OF PROPOSALS		
21. Confidentiality	21.1	Information relating to the evaluation of proposals, comparison of proposals and recommendation of contract award shall not be disclosed to Proponents or any other persons not officially concerned with the RFP process until information on Contract award is communicated to all Proponents in accordance with ITP 31.
	21.2	Any attempt by a Proponent to influence the Lessor in the evaluation of the proposals or Contract award decisions may result in the rejection of its proposal.



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	21.3	Notwithstanding ITP 20.2, from the time of proposal opening to the time of Contract award, if a Proponent wishes to contact the Lessor on any matter related to the RFP process, it shall do so in writing.
22. Clarification of Proposals	22.1	To assist in the examination, evaluation, and comparison of the proposals, and qualification of the Proponents, the Lessor may, at its discretion, ask any Proponent for a clarification of its proposal, giving a reasonable time for a response. Any clarification submitted by a Proponent that is not in response to a request by the Lessor shall not be considered. The Lessor's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Lessor in the evaluation of the proposals, in accordance with ITP 25.
	22.2	If a Proponent does not provide clarifications of its proposal by the date and time set in the Lessor's request for clarification, its proposal may be rejected.
23. Deviations, Reservations, and Omissions	23.1	During the evaluation of proposal, the following definitions apply: <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the RFP Documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the RFP Documents.
24. Determination of Responsiveness	24.1	The Lessor's determination of a proposal's responsiveness is to be based on the contents of the proposal itself, as defined in ITP 9.1.
	24.2	A substantially responsive proposal is one that meets the requirements of the RFP Documents without material deviation, reservation, or omission.
	24.3	A substantially responsive proposal is one that meets the requirements of the RFP Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, <ul style="list-style-type: none"> (a) if accepted, would

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		<ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the RFP Documents, the Lessor's rights or the Proponent's obligations under the proposed Contract; or <p>(b) if rectified, would unfairly affect the competitive position of other Proponents presenting substantially responsive proposal.</p>
	24.4	<p>If a proposal is not substantially responsive to the requirements of the RFP Documents, it shall be rejected by the Lessor and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>25. Correction of Arithmetical Errors</p>	25.1	<p>Provided that the proposal is substantially responsive, the Lessor shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Lessor there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	25.2	<p>Proponents shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITP 24.1, shall result in the rejection of the Proposal.</p>
<p>26. Evaluation of Proposal</p>	26.1	<p>The Lessor shall use the criteria and methodologies listed in Section IV. Qualification and Evaluation Criteria.</p>
	26.2	<p>In the event, the difference in total evaluation scores of two or more Proponents is less than 3% the Proponent proposing the highest revenue (Net Present Value) will be ranked the highest among the</p>

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		Proponents with less than 3% and the rest of the Proponents within this range will be ranked accordingly.
27. Lessor's Right to Obtain Additional Documents	27.1	During Evaluation of Section IV. Qualification and Evaluation Criteria, if additional documents are required for the qualification of the proposal submitted by the Proponent, the Lessor shall have the rights to call for additional documents within a set period of time. As such any documents requested within the evaluation period will not affect the evaluation scoring of a Proponent and shall only be for the purpose of qualifying a submitted proposal.
	27.2	a) In the event where more than 01 (one) proposal is received for the RFP, Proponents with higher NPVs are required to submit additional documents in order to qualify, the Lessor shall have the rights to call for additional documents within a set period of time. b) In the event where only 01 (one) proposal is received for the RFP, the Lessor may call for additional documents within a set period of time in order to save the time of the allocation.
28. Lessor's Right to Accept Any Proposal, and to Reject Any or All Proposal	28.1	The Lessor reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time prior to contract award, without thereby incurring any liability to Proponents. In case of annulment, all proposals submitted and specifically, bid securities, shall be promptly returned to the Proponents.
D. AWARD OF CONTRACT		
29. Award Criteria	29.1	Subject to ITP 28.1, the Lessor shall conditionally award the Contract to the Proponent(s) whose proposals has been determined to be substantially responsive to the RFP Documents and scored the highest marks as specified in ITP 26, provided further that the Proponent is determined to be qualified to perform the Contract satisfactorily.
	29.2	In case of multiple plots are specified in Section III, the Lessor shall conditionally award the Contract to the Proponents as per evaluation ranking subject to ITP 29.1
30. Plot Selection	30.1	Plot Selection for the Successful Proponents shall be carried out as per procedures specified in the RFP data sheet.

31. Notification of Conditional Award	31.1	Prior to the expiration of the period of proposal validity, the Lessor shall notify the successful Proponent, in writing, that its proposal has been accepted
	31.2	Until a formal contract is prepared and executed, the successful Proponents' proposal and the notification of conditional award shall constitute a binding Contract.
	31.3	Failure of the successful Proponent to fulfill the obligations mentioned in the Conditional Award Letter, or sign the Contract in accordance with ITP 31 shall constitute sufficient grounds for the annulment of the conditional award and forfeiture of the bid security. In that event the Lessor may award the Contract to the next highest evaluated Proponent whose offer is substantially responsive and is determined by.
32. Signing of Contract	32.1	Promptly upon notification of the conditional award, the Lessor shall send the successful Proponent the Contract
	32.2	Within 7 (seven) days of the success fulfilment of the obligation stipulated in Conditional Award Letter, successful Proponent shall sign the Contract with Lessor.



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SECTION II. RFP DATA SHEET

A. GENERAL	
ITP 1.1	Name of the Project: Development of Serviced Apartments in Urban Isle
ITP 1.1	The Reference Number of Proposal Process is: HDC (161)-REM/IU/2023/
ITP 3.2	Maximum foreign Share Percentage: In a Joint Venture, the foreign partner(s) shall hold Maximum 65% (thirty percent) of equity share in the Joint Venture as per Foreign Direct Investment Policy of Ministry of Economic Development.
B. CONTENTS OF RFP DOCUMENTS	
ITP 5.1	For clarification purposes only, the Lessor's address is: Real Estate Management Housing Development Corporation Ltd. Ground Floor, HDC Building Hulhumalé, Maldives Tel: (+960)3355 314, (+960)3355 376 E-mail: sales@urbanco.mv
ITP 5.1	Webpage: Corporate website – www.urbanco.mv MyHulhumalé Properties website – www.properties.hdc.com.mv Urban Isle Website – www.urbanisle.com
ITP 5.1	The deadline for request for clarification is on or before 24th August 2023 at 1400hrs
ITP 5.2	The pre-proposal meeting shall take place at the following date, time and place; Date: 21st August 2023 Time: 1300hrs Place: Online Meeting held via Zoom Interested parties can join pre-proposal meeting via zoom link shared on Invitation for Proposals. In order to minimize technical issues please join the meeting 10 minutes prior to the time.

C. PREPARATIONS OF PROPOSALS	
ITP 12.1	Proposal Validity Period: 150 (One Hundred and Fifty) days
ITP 13.1	<p>The Amount and Currency of Bid Security shall be MVR 500,000.00 (Maldivian Rufiyaa Five Hundred Thousand) or equivalent in United States Dollar (USD).</p> <p>The source of exchange rate shall be Maldives Monetary Authority (MMA) and the date for the exchange rate shall be 14 (fourteen) days before Proposal Submission deadline.</p> <p>The original bid security as per Form 01 shall be submitted in a sealed envelope and all the proposals submitted shall include copy of the original bid security submitted.</p>
ITP 13.2	Bid Security Validity Period: 180 (One Hundred and Eighty) days from the deadline for submission of Proposals.
ITP 14.1	<p>The Amount and Currency of Bank Guarantee shall be the highest amount proposed for the acquisition fee with the inclusion of 8% GST in United States Dollar (USD).</p> <p>The source of exchange rate shall be Maldives Monetary Authority (MMA) and the date for the exchange rate shall be 14 (fourteen) days before Proposal Submission deadline.</p> <p>The original bank guarantee as per form 03 shall be submitted in a sealed envelope and all the proposals submitted shall include copy of the original bank guarantee submitted.</p>
ITP 14.2	Bank Guarantee Validity Period: 180 (One Hundred and Eighty) days from the deadline for submission of Proposals.
D. SUBMISSION AND OPENING OF PROPOSALS	
ITP 16.1	<p>Proponents may submit proposals for a maximum of 04 (Four) plots. Proponents with common shareholders can submit proposals to different plots. If Proponents with common shareholders submit proposals to the same plot, both Proponents will be disqualified.</p> <p>Proponents are to submit the letter of price proposal as in Form 02 separately for each plot.</p> <p>If submitting proposals for more than 1 (one) plot, 1 (one) set of the following documents can be submitted.</p> <ol style="list-style-type: none"> 1. Legal Documents as per Section V Clause 4 2. Financial Documents as per Section V Clause 5 3. Documents to Prove Experience as per Section V Clause 6 4. Bank Guarantee with the highest proposed Acquisition Fee Section V Clause 3
ITP 18.1	Proponents do not have the option of submitting the proposal electronically.

<p>ITP 18.2</p>	<p>For physical proposal submission purpose only, the Lessor Address is: Exhibition Center (Ground Floor) HDC Building Huvandhumaa Hingun Housing Development Corporation Ltd. Date: 11th September 2023 Time: 1300hrs to 1400hrs</p>
<p>ITP 20.1</p>	<p>For proposal opening shall take place at: Exhibition Center (Ground Floor) HDC Building Huvandhumaa Hingun Housing Development Corporation Ltd. Date: 11th September 2023 Time: 1400hrs</p> <p><i>Proposal Opening will be held physically in front of the proponents participating at Proposal Opening.</i></p>
<p>E. AWARD OF CONTRACT</p>	
<p>ITP 30.1</p>	<ul style="list-style-type: none"> • Each Proponent will be awarded 01 (one) plot from the plots announced under this RFP (Development of Serviced Apartments in Urban Isle). • If a Proponent is ranked highest for more than 01 (one) plot, <ul style="list-style-type: none"> ○ Proponent will be awarded the plot to which the highest Acquisition Fee is proposed ○ If the Proponent has proposed the same acquisition fee for more than one plot to which Proponent has been ranked the highest, the Proponent will be awarded the plot, which will be beneficial for the Lessor. ○ The remaining plot shall then be forfeited and shall then be awarded to the next highest ranked Proponent.

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SECTION III. LESSOR'S REQUIREMENTS

1. SCOPE OF WORKS

Urbanco (Lessor) is seeking for developers and contractors for the Development of Serviced Apartments in Urban Isle. The selected party (Lessee) will be responsible for Design and Development of the Serviced Apartments. Moreover, the Lessee will also be responsible for the operation, maintenance and management (which includes but not limited to allocation, supervision and administration) of the Serviced Apartments as per the guidelines set forth by Urbanco for the lease duration of 99 (Ninety-Nine) years.

2. LAND STATUS

- 2.1 The following are to be attended to and cleared by the successful proponent prior to the commencement of development on the respective lands;
 - 2.1.1 Damaged bricks and debris present on the lands.
 - 2.1.2 Small trees and sand piles present on the lands.

3. BUSINESS MODEL

- 3.1 Business model is lease model whereby the lessee agrees to pay the lease to the lessor.
- 3.2 Lease Duration for this project is 99 (Ninety-Nine) years.
- 3.3 The monthly lease rate for the first 5 years will be USD 1.4 (One dollar and Forty Cents) per square feet.
- 3.4 The lease rate will be revised after the first five years based on market inflation $P(1+i+5\%)$ where; P = monthly lease rate for the preceding year, and i= cumulative inflation for the five years which will be real estate inflation for the Male' area in the MMA statistics reports.
- 3.5 The lease rate will be effective from the date of agreement signing.
- 3.6 Grace Period: 24 months from the date of agreement signing.
- 3.7 Developer will have the right to lease the developed units.
- 3.8 Units developed shall only be leased by signing a tripartite agreement between the developer, lessee, and Urbanco.

Plot No.	Plot Area (Sqft)	Land Lease Rate per Month (USD)	Land Lease per Month (USD)
SA-4	6,501.00	1.4	9,101.40
SA-5	7,653.00	1.4	10,714.20
SA-6	7,406.00	1.4	10,368.40
SA-7	7,911.00	1.4	11,075.40
SA-8	8,547.00	1.4	11,965.80



DMU

SA-9	7,976.00	1.4	11,166.40
SA-10	7,104.00	1.4	9,945.60
SA-11	7,298.00	1.4	10,217.20
SA-12	7,578.00	1.4	10,609.20
SA-13	7,190.00	1.4	10,066.00

4. ACQUISITION FEE

4.1 Minimum acceptable acquisition fee to be paid is shown below:

PLOT NO.	PLOT AREA (SQFT)	MINIMUM ACCEPTABLE ACQUISITION FEE EXCLUSIVE OF GST (USD)
SA-4	6,501.00	200,200.00
SA-5	7,653.00	235,700.00
SA-6	7,406.00	228,100.00
SA-7	7,911.00	243,700.00
SA-8	8,547.00	263,200.00
SA-9	7,976.00	245,700.00
SA-10	7,104.00	218,800.00
SA-11	7,298.00	224,800.00
SA-12	7,578.00	233,400.00
SA-13	7,190.00	221,500.00

4.2 Acquisition fee of the proposal is to be quoted in United States Dollar (USD). The proponents shall quote an acquisition fee. The acquisition fee proposed shall be greater than \$100 (Increments in dominations of 100), and the value should be quoted as a whole number. Eg: \$236,400.05 cannot be quoted.

4.3 The proposed acquisition fee shall not be lower than the minimum acceptable acquisition fee. Proposed acquisition fee, which is less than the minimum acceptable acquisition fee, shall be disqualified.

5. PROJECT COST ESTIMATED BY LESSOR

5.1 Project cost estimated by Lessor is as follows:

Plot No	Plot Area (SQFT)	Estimated Project Cost (USD)
SA-4	6,501.00	4,977,213.33
SA-5	7,653.00	5,867,068.72
SA-6	7,406.00	5,677,129.72

SA-7	7,911.00	6,060,110.80
SA-8	8,547.00	6,547,953.45
SA-9	7,976.00	6,111,423.77
SA-10	7,104.00	5,442,040.13
SA-11	7,298.00	5,587,929.93
SA-12	7,578.00	5,802,502.00
SA-13	7,190.00	5,511,195.80

5.2 The calculation basis for Project Cost Estimate by Lessor is the project cost of the land plot calculated at the rate of USD 136.82 (One Hundred Thirty-Six Dollars and Eighty-Two Cents) per sqft (Gross Floor Area).

6. PRODUCT DETAILS

6.1 Housing Segmentation

6.1.1 The minimum area for the residential units is as follows:

No. of Bedrooms	Minimum Area in Square feet
1 BR	500
2 BR	800
3 BR	1,000
4 BR	1,250

6.1.2 If a customer requests for design changes for PWD, developer shall bring the necessary changes.

6.2 Parking

- 6.2.1 Minimum of 1 bicycle parking for every 2 staff members.
- 6.2.2 Maximum 1 buggy parking space per development
- 6.2.3 Minimum of 3 bicycle parking per apartment.
- 6.2.4 The development should have a designated drop off/ parking area for a minimum of one buggy which are in operation within the island.
- 6.2.5 Parking spaces should be equipped with EV charging stations

SECTION IV. QUALIFICATION AND EVALUATION CRITERIA

This Section contains all the criteria that the Lessor shall use to qualify Proponents and evaluate the proposals. In accordance with ITP 26, no other factors, methods or criteria shall be used. The Proponent shall provide all the information / Documents requested in the Section V, Business Proposal Requirements and proposal shall fulfill requirements in accordance with ITP 9.1.

1. QUALIFICATION CRITERIA

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

1.1. Financial Resources

- (a) Financial resources will be evaluated based on the average bank balance, cash and cash equivalents, receivables, payables and inventory (if relevant) from audited financial statements, or the method of financing proposed by Proponents as per Section V. Business Proposal Requirement, Clause 4.
 - i. Equity financing, proposed for method of financing will be evaluated based on the documents submitted
 - ii. Bank financing proposed for method of financing will be evaluated based on the documents submitted.
 - iii. Equity injection, proposed for method of financing will be evaluated based on the documents submitted
 - iv. External Financing, proposed for method of financing will be evaluated based on the documents submitted.
 - v. Bank statements will not be considered for the financial evaluation.
- (b) Proponent shall provide proof of funds to finance the Project Cost Estimated by Lessor as per the method of financing proposed. In case the Proponent is submitting proposal for more than one plot, Proponent shall provide proof of funding for the lot with the highest Estimated Project Cost.
- (c) Proponents that opt for Bank Financing, shall provide proof of funds for a minimum 30% of Project Cost Estimate by Lessor as Equity Financing. Remaining 70% shall be proposed as Bank Financing.
- (d) Proponents that opt for External Financing, shall provide proof of funds for a minimum 30% of Project Cost Estimated by Lessor as Equity Financing. Remaining 70% shall be proposed as External Financing.
- (e) Proponent that opts the Mortgage for the development and lease rights option, shall provide proof of funds for a minimum 30% of Engineer's Project Cost Estimate as for equity and provide proof of funds for remaining percentage as per proposed method financing opt by Proponents.
- (f) Proponents who do not show proof of funds to finance the Project Cost Estimated (for the lot) by Lessor shall be disqualified.

1.2. Outstanding Payment

- (a) Proponent shall not have any due payment to Lessor on the date of Proposal Submission.
- (b) Proponents who have payment due to Lessor shall be disqualified.

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

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

1.4. Mira Tax Clearance

- a) Proponent shall not have any due tax payment to MIRA
- b) Proponent who has any tax payments due to MIRA shall be disqualified.



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2. EVALUATION CRITERIA

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

Criteria	Allocated %
a) Acquisition Fee	75%
b) Experience	25%
Total	100%

2.1. Acquisition Fee – 75%

- a) Proponents with the highest Acquisition Fee will be given the maximum points for Acquisition Fee, whereby points shall be given as prorated for the other Proponents.
- b) Acquisition Fee shall be proposed as per Section III Lessor’s Requirement and proposals that are not in accordance to Section III shall result in disqualification.

2.2. EXPERIENCE – 25%

- a) Development experience will be evaluated based on the value of the completed development / construction projects. Maximum points for development experience will be given if the Proponent or their contractors that have completed projects that amounts to 150% (One Hundred Fifty Percent) of the Project Cost Estimated by Lessor. Points will be given pro-rata basis for Contractors with value completed projects less than 150% of the Engineer’s Project Estimated by Lessor.



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SECTION V. BUSINESS PROPOSAL REQUIREMENT

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

1. BID SECURITY AS IN FORM 01

2. LETTER OF PROPOSAL AS IN FORM 02

3. BANK GUARANTEE AS IN FORM 03

- 3.1. Bank Guarantee shall only be acceptable from a registered bank in Maldives.
- 3.2. Bank Guarantee amount shall be equivalent to the proposed total Acquisition Fee (inclusive of GST).
- 3.3. If Proponent is submitting proposal for 4 (Four) lots then amount shall be the highest Acquisition Fee proposed.
- 3.4. Bank Guarantee of the successful Proponents will be claimed as Acquisition Fee payment upon issuance of conditional award letter.

4. LEGAL DOCUMENTS:

- 4.1. Copy of Business Registration Certificate.
- 4.2. For Partnership: Partnership Deed / Agreement
- 4.3. For Company; Memorandum and Articles of Association of the Company.
- 4.4. For Company; Board Resolution of the Company confirming Board of Director's approval for proposed work.
- 4.5. Information of the Authorized Representative as in Form 04.
- 4.6. Declaration form as in Form 07.
- 4.7. Power of Attorney to sign on behalf of the Proponent in accordance with ITP 5.2.
- 4.8. In the case of a Proposal submitted by a Joint Venture (JV), notarized JV agreement. (JV Agreement shall be notarized from the origin country of the investor / foreign party)
- 4.9. Company Profile Information Sheet issued by Ministry of Economic Development.

5. FINANCIAL DOCUMENTS

- 5.1. Urbano statement of the Due Clearance
 - 5.1.1. Due clearance statement from Urbano will be given upon request from the proponent via Due Clearance Form.

Due Clearance Form will be available to download from:
<https://urbanco.mv/downloads/>
- 5.2. Financing Method(s) as in Form 05

- 5.2.1. Proposed method(s) of financing the Project Cost Estimate by Lessor and the percentage ratio of method (s). Proposed method(s) of financing for investment can be equity financing, equity injection, bank finance, external finance such as financier company, lines of credit, time deposit, tradable bonds or combination of various financing methods.
- 5.3. MIRA Tax clearance report (shall be issued within the past 03 (three) months period from the date of bid submission).
- 5.4. Based on the proposed method of Financing, the following documents are required:
- 5.4.1. Equity Financing by a Sole Proprietorship:
- a) Monthly Average Balance Confirmation of the most recent 06 months (March 2023 to August 2023) or End Balance Confirmation of the most recent month (August 2023) of business entity shall be submitted. The submitted statement shall be original and authorised by the bank / financial institution.
- (If the statement is provided in the letter head of the bank / financial institute with the authorised signature, the statement will be accepted)
- 5.4.2. Equity Financing by a Company:
- a) Monthly Average Balance confirmation of the most recent 06 months (March 2023 to August 2023) or End Balance Confirmation of the most recent month (August 2023) of business entity shall be submitted as per the requirements mentioned in the clause 5.4.1. (a).
- b) Audited financial statements of most recent year (2022) authorized by a certified audit firm / individual and management account of the year 2023. The audited financial statements must include auditors report shall be signed and stamped by the respective parties.
- 5.4.3. Bank Financing:
- a) Bank comfort letter / bank guarantee or any other relevant documents for the bank or financial institutions shall be submitted. The submitted documents shall include the Proponent(s) name and name of proposed work / project (RFP Name).
- 5.4.4. Equity Injection:
- a) Letter of commitment from shareholder including the Proponent(s) name and name of the proposed work / project (RFP Name).
- b) Shareholder's Monthly Average Balance Confirmation or End Balance Confirmation (as per Section V Clause 5.4.1 (a)) or shareholder's audited financial statements (as per Section V clause 5.4.5).
- 5.4.5. External Financing:
- a) Letter of commitment from financier including the Proponent(s) name and name of the proposed work / project (RFP Name).

- b) Financier's Monthly Average Balance Confirmation or End Balance Confirmation (as per Section V Clause 5.4.2 (b)) or relevant documents for bank financing by financier (as per Section V Clause 5.4.3) shall be submitted.

6. EXPERIENCE

- 6.1. Proponent shall submit documents proving their experience including project completion letters/certificate including project values, reference letter or any other relevant documents proving the experience in the field or similar business activities.
- 6.2. Proponents are required to submit according to Form 06 for Project Completion letter / certificate and Form 07 for reference letter. Project Completion letter and Reference Letters shall be accompanied with client's ID Card copy or Company Registration.
- 6.3. For Government and SOE related projects, project completion letter in the official letter head of the government institute or SOE shall be submitted.
- 6.4. Commitment letter from the proposed contractor including the Proponent(s) name and name of the proposed work (RFP Name) (if Proponent is proposing a contractor).

7. Proposal Checklist

- 7.1. Proposal Checklist as in Form 09 should be attached outside the sealed envelope.



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FORM 01: BID SECURITY FORM

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

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

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

Date.: -----

Bid Security No.: -----

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758

[seal and signature of the bank / financial institution]



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FORM 02: LETTER OF PROPOSAL

Date:
 Name of the Project:
 Proposal Reference No:

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposal (RFP) documents including all addenda issued in accordance with Instruction to Proponents (ITP) 6.
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITP 3;
- (c) We have not been suspended nor declared ineligible by the Lessor in accordance with ITP 3.4.
- (d) We have no outstanding payment due to the Lessor and any outstanding tax payment to MIRA in accordance with Section IV.
- (e) We have no non-performance of a contract and non-compliance with court verdicts in accordance with Section IV.
- (f) We, -----(insert *business name and business registry number*), offer to -----(insert name of the Project).
- (g) We propose Acquisition Fee (exclusive of GST) of:

Plot Number	Proposed Acquisition Fee per square feet (USD)
<i>Plot1</i> :	USD.....L..... (<i>amount in numbers</i>), ----- ----- (<i>amount in words</i>)

Note: Acquisition Fee can be proposed for maximum 4 plots only per Proponent and in case of any discrepancies between the amount mentioned in numerical values and amount in words, amount written in numerical values will be considered.



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- (h) Where the proposal is successful, we undertake, to adhere the Drawings and Guidelines stated in Section VII, during the design and construction of the development.
- (i) Our proposal shall be valid for a period of One Hundred and Fifty (150) days from the date of proposal submission deadline in accordance with RFP document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (j) We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (k) We understand that Lessor is not bound to accept the highest evaluated proposal or any proposal that may receive.

Proponent:

Name:

(Seal)

Address:

Duly authorized to sign the proposal for and on behalf of the Company:

Name:

Title:

Signature:

Date:



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FORM 03: BANK GUARANTEE

WHEREAS, (Name of Proponent, NID Number) (hereinafter called "the Proponent") has submitted their proposal dated (date of submission of proposal) for execution of (Name of the Project) – (herein after) called the "RFP", under Invitation for Proposal No. ----- (Invitation for Proposal).

KNOW ALL PEOPLE by these presents that We (name of bank) having our registered office at (address of bank) (here in after called "the bank") are bound unto the Housing

Housing Development Corporation of the Republic of Maldives (here in after called "Lessor" in the sum of USD (amount in numeric) (amount in words) for which payment well and truly to be made to the said Lessor, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this (proposal opening date) day of 2023.

The condition of this obligation is:

- i. If the Proponent is awarded with the Lot

We undertake to pay to the Lessor up to the above upon receipt of his first written demand, without the Lessor having to substantiate his demand, provided that in his demand the Lessor will note that the amount claimed by him is due to him owing to the occurrence of the above condition.

This Guarantee will remain in force up to including the (Date) (180 days from the above-mentioned date) after the deadline for submission of this Guarantee or as it may be extended by the Lessor, notice of which extension(s) should be given to the Bank. The extension should be approved and accepted by the bank and duly acknowledged by the bidder.

Notwithstanding anything here above contained, our liability under this guarantee is restricted to of USD (amount in numeric) (amount in words), and will expire 180 (One Eighty) days from the date of issuance of this Guarantee, i.e. on (Date). Unless a claim is lodged against us in writing on or before that date, our liability under this Guarantee will cease without any further notice to you

(Seal and signature of the bank / financial institution)



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FORM 04: INFORMATION OF THE AUTHORIZED REPRESENTATIVE

Date:

Proposal Reference No:.....

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

This is to authorize (*Name, ID number*) as a representative of (*Name of the Proponent*) to carry out the Project related to RFP (ref no) and to liaise with Lessor on behalf of the (*Name of the Proponent*)

Proponent:

Name:

Address:

.....

Signature and Stamp

Authorized Representative (preferably fulltime personal):

Name:

Designation:

ID Number:

Contact Number:

Email Address:

.....

Signature



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FORM 05: FINANCING METHOD(S)

Date:

Name of the Project:

Proposal Reference No:.....

To: Housing Development Corporation Ltd.

Ground Floor, HDC Building

Hulhumalé, Maldives

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

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

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

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

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

We hereby confirm and agree to finance the project/work will be financed by the above-mentioned method(s). We have submitted relevant documents to provide proof of funding, to the proposed method(s) of financing the project/work. We understand that the proposal will be disqualified if the documents do not show proof of funds to finance the estimated investment cost or if the documents are not in accordance with Section V. Business Proposal Requirement Clause 5. Financial Documents.

Proponent:

Name:

Address:

.....

Signature and Stamp



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FORM 06: FORMAT FOR PROJECT COMPLETION CERTIFICATE

[INSERT PROPONENT LETTER HEAD]

PROJECT COMPLETION CERTIFICATE

1. **Project:** *[Insert Completed Project Name] [Insert Building Name /Lot Number]*
2. **Agreement No:** *[Insert Agreement Number] [Insert Agreement Date]*
3. **Client:** *[Insert Company Name of The Developer/ Contractor]*
[Insert ID Card No / Business Registration No]
[Insert Company Name of The Developer/ Contractor]
4. **Contractor:** *[Insert Company Name of The Developer/ Contractor]*
[Insert Registration No:]
[Insert Address]
5. **Project Information:**
Total Project Value: *[insert project value in United Stated Dollar USD]*
Start Date: *[insert project start date]*
Completion Date: *[insert project completion date]*
Any Additional details of the Completed Project: (construction area, floor height)

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

[Signature On Behalf Of The Developer/Contractor]

Name:

Company Registration No. :

Designation:

Signature:

Seal:

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

[Signature On Behalf Of The Client]

Name:

Company Registration No. :



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ID Card No:.....

Contact No:

Signature:

Seal:

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



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FORM 07: FORMAT FOR REFERENCE LETTER

[Insert Client Letter Head]

[Client Name]

[Client Address]

[Client Contact No.]

[Client Email]

Date: *[Insert Date]*

Reference No: *[Insert Reference Number]*

TO WHOM IT MAY CONCERN

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

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

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

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

Sincerely,

[Sign]

[Signatory Name]

[Designation]

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

FORM 08 - DECLARATION OF IMMEDIATE FAMILY MEMBERS

Date:

Name of the Project:

Proposal Reference Number:

Proponent Name:

Name of the Authorized Signatory:

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

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

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

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

Name:

Date:

Signature:



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FORM 09 – PROPOSAL CHECKLIST

Proponents are required to Form 09 – Proposal Checklist outside the sealed envelope of the Proposal

Proponent	For Urbanco use	
<input type="checkbox"/>	<input type="checkbox"/>	1. Bid Security as in FORM 01
<input type="checkbox"/>	<input type="checkbox"/>	2. Letter of Proposal as in FORM 02
<input type="checkbox"/>	<input type="checkbox"/>	3. Copy of Business Registration Certificate
<input type="checkbox"/>	<input type="checkbox"/>	4. Bank Guarantee as in FORM 03
<input type="checkbox"/>	<input type="checkbox"/>	5. Board Resolution as in SECTION V 4.4

NOTE:

- **PROPOSALS WITHOUT THE SPECIFIED DOCUMENTS STATED IN THE FORM 09 PROPOSAL CHECKLIST WILL BE REJECTED AT THE TIME OF PROPOSAL OPENING.**



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FORM 10 – PROPONENTS CHECKLIST

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

Proposal Documents:	
	Letter of Price Proposal as in Form 02
	Bid Security as in Form 01
	Bank Guarantee as in Form 03
	Business Plan (if required)
Legal Documents:	
Sole Proprietors:	
	Business Registration Certificate
	Information of the Authorized Representative as in Form 04
	Power of Attorney to sign on behalf of the Proponent
Companies:	
	Business Registration Certificate
	Information of the Authorized Representative as in Form 04.
	Power of Attorney to sign on behalf of the Proponent
	For Partnership: Partnership Deed / Agreement
	Memorandum and Articles of Association of the Company
	Board Resolution of the Company confirming Board of Director's approval for proposed work
Financial Documents:	
	Urbanco statement of the Due Clearance
	MIRA tax clearance report
<u>Documents required based on the chosen Method of Financing:</u>	
<u>If equity financing is proposed:</u>	
	For sole proprietors: monthly average balance confirmation of 06 (Six) months (March 2023 to August 2023) and sealed by bank/financial institution



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	For companies: Audited Financial statements of the most recent year (2022) or monthly average balance confirmation of 06 (Six) months (March 2023 to August 2023) and sealed by bank/financial institution
If bank financing is proposed:	
	Bank Comfort letter
<u>If equity injection is proposed:</u>	
	Commitment letter of shareholders
	Average monthly balance of the most recent 06 months (March 2023 to August 2023) authorized by bank/financial institution of the shareholders (OR) Audited Financial statements of the most recent years (2022) and Management Accounts of the current year (2023) (OR) Relevant documents for bank financing by shareholder (as per Section V Clause 5.4.3) (OR) Relevant documents for external financing by shareholder (as per Section V Clause 5.4.5)
<u>If external financing is proposed:</u>	
	Commitment letter of the financier
	Average monthly balance of the most recent 06 months (March 2023 to August 2023) authorized bank/financial institution of the external financier (OR) Audited Financial statements of the most recent year (2022) and Management Accounts of the current year (2023) (OR) Relevant documents for bank financing by financier (as per Section V Clause 5.4.3)

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

Proponent:

Name:

Address:

.....

Signature and Stamp



SECTION VI. CONTRACT TERMS

<p>1. Parties to the Agreement</p>	<p>Housing Development Corporation Ltd HDC Building Hulhumalé (hereinafter referred to as "Urbanco", which expression shall include its successors-in-title, liquidators, administrators and lawful assignees where the context so requires or admits). [Address of the successful Proponent] (hereinafter referred to as "Developer", which expression shall include its successors-in-title, liquidators, administrators and lawful assignees where the context so requires or admits)</p>																																	
<p>2. Objective</p>	<p>2.1. To provide business opportunities to undertake development projects in Hulhumalé and to incentivize completion of Serviced Apartments in a timely manner.</p>																																	
<p>3. Plot Number and Area (Sq. ft)</p>	<p>3.1. The Land Plots to be allocated for the project are:</p> <table border="1" data-bbox="488 1211 1241 1823"> <thead> <tr> <th>#</th> <th>Lot No</th> <th>Plot Area (Sq. ft)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SA-4</td> <td>6501.00</td> </tr> <tr> <td>2</td> <td>SA-5</td> <td>7653.00</td> </tr> <tr> <td>3</td> <td>SA-6</td> <td>7406.00</td> </tr> <tr> <td>4</td> <td>SA-7</td> <td>7911.00</td> </tr> <tr> <td>5</td> <td>SA-8</td> <td>8547.00</td> </tr> <tr> <td>6</td> <td>SA-9</td> <td>7976.00</td> </tr> <tr> <td>7</td> <td>SA-10</td> <td>7104.00</td> </tr> <tr> <td>8</td> <td>SA-11</td> <td>7298.00</td> </tr> <tr> <td>9</td> <td>SA-12</td> <td>7578.00</td> </tr> <tr> <td>10</td> <td>SA-13</td> <td>7190.00</td> </tr> </tbody> </table>	#	Lot No	Plot Area (Sq. ft)	1	SA-4	6501.00	2	SA-5	7653.00	3	SA-6	7406.00	4	SA-7	7911.00	5	SA-8	8547.00	6	SA-9	7976.00	7	SA-10	7104.00	8	SA-11	7298.00	9	SA-12	7578.00	10	SA-13	7190.00
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<p>4. Land Usage</p>	<p>4.1. The land shall be utilized for the development of Serviced Apartments in Hulhumalé.</p>																																	

	<p>4.2. Any other land use apart from the intended land uses is prohibited in the allocated land plot.</p> <p>4.3. Any development on the land should be in compliance with the Hulhumalé Planning and Development guidelines.</p>																																												
<p>5. Conditions Precedent</p>	<p>5.1. Fulfillment of the following conditions within 30 calendar days of the conditional award letter:</p> <p>5.1.1. Submission of Performance Guarantee as per clause 6.</p> <p>5.1.2. In case of a JV, the Proponent is required to submit the JV agreement and registration within 30 calendar days from the notification of conditional award.</p>																																												
<p>6. Performance Guarantee</p>	<p>6.1. Submission of Performance Guarantee within 30 Calendar Days of Conditional award letter.</p> <p>6.2. The performance guarantee amounts are as follows;</p> <table border="1" data-bbox="440 987 1417 1760"> <thead> <tr> <th>Plot no.</th> <th>Plot area (sq. ft)</th> <th>For International Parties (USD)</th> <th>For Local Parties (MVR)</th> </tr> </thead> <tbody> <tr> <td>SA-4</td> <td>6501</td> <td>248,860.69</td> <td>3,837,431.90</td> </tr> <tr> <td>SA-5</td> <td>7653</td> <td>293,353.46</td> <td>4,523,510.41</td> </tr> <tr> <td>SA-6</td> <td>7406</td> <td>283,856.51</td> <td>4,377,067.44</td> </tr> <tr> <td>SA-7</td> <td>7911</td> <td>303,005.57</td> <td>4,672,345.85</td> </tr> <tr> <td>SA-8</td> <td>8547</td> <td>327,397.67</td> <td>5,000,000.00</td> </tr> <tr> <td>SA-9</td> <td>7976</td> <td>305,571.16</td> <td>4,711,907.30</td> </tr> <tr> <td>SA-10</td> <td>7104</td> <td>272,101.98</td> <td>4,195,812.52</td> </tr> <tr> <td>SA-11</td> <td>7298</td> <td>279,396.51</td> <td>4,308,294.18</td> </tr> <tr> <td>SA-12</td> <td>7578</td> <td>290,125.11</td> <td>4,473,729.25</td> </tr> <tr> <td>SA-13</td> <td>7190</td> <td>275,559.80</td> <td>4,249,132.17</td> </tr> </tbody> </table>	Plot no.	Plot area (sq. ft)	For International Parties (USD)	For Local Parties (MVR)	SA-4	6501	248,860.69	3,837,431.90	SA-5	7653	293,353.46	4,523,510.41	SA-6	7406	283,856.51	4,377,067.44	SA-7	7911	303,005.57	4,672,345.85	SA-8	8547	327,397.67	5,000,000.00	SA-9	7976	305,571.16	4,711,907.30	SA-10	7104	272,101.98	4,195,812.52	SA-11	7298	279,396.51	4,308,294.18	SA-12	7578	290,125.11	4,473,729.25	SA-13	7190	275,559.80	4,249,132.17
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	<p>6.3. The Performance Guarantee should be valid throughout the development period plus 3 additional calendar months from the completion of development.</p> <p>In case of agreement termination within the development period, Urbanco shall claim any Performance Guarantee submitted in relation to the agreement.</p>																																	
<p>7. Acquisition Fee</p>	<p>7.1. In case the developer submitted bank guarantee of value higher than the acquisition fee for the plot, Urbanco will give the option of refund or deduction from the lease deposit.</p> <p>7.2. Minimum acquisition fee to be paid is shown below:</p> <table border="1" data-bbox="443 819 1406 1487"> <thead> <tr> <th>Plot no.</th> <th>Plot Area (Sq. ft)</th> <th>Acquisition fee exclusive of GST (USD)</th> </tr> </thead> <tbody> <tr> <td>SA-4</td> <td>6501.00</td> <td>200,200.00</td> </tr> <tr> <td>SA-5</td> <td>7653.00</td> <td>235,700.00</td> </tr> <tr> <td>SA-6</td> <td>7406.00</td> <td>228,100.00</td> </tr> <tr> <td>SA-7</td> <td>7911.00</td> <td>243,700.00</td> </tr> <tr> <td>SA-8</td> <td>8547.00</td> <td>263,200.00</td> </tr> <tr> <td>SA-9</td> <td>7976.00</td> <td>245,700.00</td> </tr> <tr> <td>SA-10</td> <td>7104.00</td> <td>218,800.00</td> </tr> <tr> <td>SA-11</td> <td>7298.00</td> <td>224,800.00</td> </tr> <tr> <td>SA-12</td> <td>7578.00</td> <td>233,400.00</td> </tr> <tr> <td>SA-13</td> <td>7190.00</td> <td>221,500.00</td> </tr> </tbody> </table> <p>7.3.</p>	Plot no.	Plot Area (Sq. ft)	Acquisition fee exclusive of GST (USD)	SA-4	6501.00	200,200.00	SA-5	7653.00	235,700.00	SA-6	7406.00	228,100.00	SA-7	7911.00	243,700.00	SA-8	8547.00	263,200.00	SA-9	7976.00	245,700.00	SA-10	7104.00	218,800.00	SA-11	7298.00	224,800.00	SA-12	7578.00	233,400.00	SA-13	7190.00	221,500.00
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<p>8. Concept Drawings</p>	<p>8.1. The Developer shall submit concept drawings as per the Hulhumalé development guidelines within 30 calendar days from the agreement signing date. While submitting the RFP, proponents should declare that the concept drawings will be submitted in accordance with the submission criteria and development guidelines.</p> <p>8.2. If the submitted concept drawing is as per the development guidelines, Urbanco must provide the approval within 14 working days from the submission date.</p>																																	

	<p>8.3. If the submitted concept design is not as per the development guidelines, Urbanco must provide comments to the Developer within 14 working days from submission.</p> <p>8.4. Urbanco will allow the first revised submission to the developer without any penalty charges.</p> <p>8.5. Developer must ensure rectifications are made as per the comments of Urbanco and submit within 14 working days of Urbanco's comments being communicated.</p> <p>8.6. Revised concept cannot be submitted prior to receiving comments from Urbanco.</p> <p>8.7. The Developer will have to address all issues highlighted in comments for drawings prior to submission of the revised concept.</p> <p>8.8. If the developer fails to get approval after the first revised submission, Urbanco will allow second revised submission with a penalty of MVR 5,000.</p> <p>8.9. If the developer fails to submit the concept drawings as per the development guidelines and gets approval for the concept with the second revised submission, Urbanco will cancel the conditional award letter.</p> <p>8.10. If the concept is changed / revised and resubmitted for approval, after the initial approval has been given, the developer will be charged a review fee of MVR 3 per square meter.</p> <p>8.11. The Urbanco must inform in writing to the Developer of the approval or rejection of the revised concept drawings submitted.</p> <p>8.12. If the developer fails to submit the concept drawings as per the development guidelines and get approval for the concept with the second revised submission, Urbanco will have the right to terminate the agreement.</p>
<p>9. Detailed Drawings</p>	<p>9.1. Developer must submit the detailed drawings, as per the approved concept and Hulhumalé Development guidelines within 60 days of the concept approval date.</p>

	<p>9.2. If the submitted detailed drawings are as per the approved concept and Hulhumalé development guidelines, Urbanco must provide the approval within 14 working days of the submission date.</p> <p>9.3. If the submitted detailed drawings is not as per the approved concept drawings and Hulhumalé development guidelines Urbanco must provide the comments within 14 working days with a 14 calendar days period to Developer to submit revised drawings as per the comments.</p> <p>9.4. Urbanco will allow the first revised submission to the developer without any penalty charges.</p> <p>9.5. If the developer fails to get approval after the first revised submission, Urbanco will allow second revised submission with a penalty of MVR 10,000.</p> <p>9.6. If the Developer fails to get approval for the detailed drawings with the second submission, Urbanco will consider it as a failure to fulfill the condition and will lead to the termination of the agreement.</p> <p>9.7. Urbanco will charge the Developer as per Urbanco’s drawings approval fee at the time of detailed drawings approval, and the approval will be released upon Developer making payment.</p>
<p>10. Housing Segmentation</p>	<p>10.1. The residential units shall comprise units of 1 bedroom, 2 bedrooms, 3 bedrooms, and 4 bedrooms.</p> <p>10.1.1. 1 bedroom residential units shall have a minimum of 500 sq. ft,</p> <p>10.1.2. 2 bedrooms residential units shall have a minimum of 800 sq. ft,</p> <p>10.1.3. 3 bedrooms residential units shall have a minimum of 1000 sq. ft,</p> <p>10.1.4. 4 bedrooms residential units shall have a minimum of 1,250 sq. ft</p> <p>10.2. If a customer requests design changes for PWD, the developer should bring the necessary changes</p>
<p>11. Lease Terms</p>	<p>11.1. The lease period is 99 years from the date of signing of the agreement.</p> <p>11.2. Lease rate per month for the first five years will be USD 1.4/ Sq. ft.</p>



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	<p>11.2.1. The lease rate will be revised after the first five years based on market inflation $P(1+i+5\%)$ where; P = monthly lease rate for the preceding year, and i= cumulative inflation for the five years which will be real estate inflation for the Male' area in the MMA statistics reports.</p> <p>11.3. The lease rate will be effective from date of agreement signing.</p> <p>11.4. Grace period would be 2 years from the date of signing of agreement. For avoidance of any doubt, the Developer shall not have to pay lease (rent) during this grace period.</p>
<p>12. Lease of Serviced Apartments</p>	<p>12.1. Developer will have the right to lease the developed units.</p> <p>12.2. Units developed shall be leased through a tripartite agreement between the developer, lessee, and Urbanco.</p>
<p>13. Financing of the Project</p>	<p>13.1. The developer has to secure 100% finance for the project.</p> <p>13.2. Urbanco can grant the developer mortgage rights as per Urbanco's mortgage policy and guidelines.</p>
<p>14. Parking</p>	<p>14.1. Parking spaces should be appropriately sized for movement in and around and should cater to people with disabilities.</p> <p>14.2. Allowance for the buggy is limited to 1 buggy per development, where the buggy is used for operational purposes only.</p> <p>14.3. Vehicle parking shall be provided as per the following ratio:</p> <p>14.3.1. Maximum of 1 buggy parking space per development.</p> <p>14.3.2. Minimum of 3 bicycle parking per apartment.</p> <p>14.4. Parking spaces should be equipped with EV charging stations.</p>
<p>15. Time Line</p>	<p>15.1. Construction period for the project shall be 24 months from the date of land handover.</p> <p>15.2. Developer must submit concept drawings in accordance with the Concept Design Guideline and Requirements 30 days from agreement signing.</p>

	<p>15.3. Developer must submit the detailed drawings, as per the approved concept and Hulhumalé Development guidelines within 60 calendar days of concept approval date.</p> <p>15.4. Urbanco must hand over the land to the developer within 7 working days of detailed drawings approval.</p> <p>15.5. Developer must submit, if required by relevant authorities, approved EIA report within 30 calendar days of detailed drawing approved date.</p> <p>15.6. Developer must submit the BOQ and the manpower plan within 30 calendar days of detailed drawings approval date.</p> <p>15.7. Developer must submit project plan and schedule timeline within 30 calendar days from date of approval of detailed drawings.</p> <p>15.8. Developer must mobilize to the development site within 30 days of land handover date.</p> <p>15.9. Developer must complete the foundation as per the approved drawings within 120 days of land handover date.</p> <p>15.10. Developer must complete the super structure as per the approved drawings within 650 days of land handover.</p> <p>15.11. Developer must complete the construction and finishing work within 730 days of land handover.</p> <p>15.12. Developer must start the usage of the building or commence the intended operation within 30 days of completion of the construction.</p>
<p>16. Project Management Consultant</p>	<p>16.1. The developer shall appoint locally registered Project Management (PM) consultant within 30 days of land handover for quality assurance of the building as per Quality Assurance Criteria and be responsible to the Project Management Consultant.</p> <p>16.2. The Requirements, Duties and Responsibilities of the Project Management consultant should be in accordance with the drawings and guidelines.</p>



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<p>17. Duties and Obligations of Developer</p>	<p>17.1. Construction period for the project shall be 24 months from the date of land handover.</p> <p>17.2. Developer must submit concept drawings in accordance with the Concept Design Guideline and Requirements 30 days from agreement signing as per Clause 7.</p> <p>17.3. Developer must submit the detailed drawings, as per the approved concept and Hulhumalé Development guidelines within 60 calendar days of concept approval date as per Clause 9.</p> <p>17.4. Urbanco must hand over the land to the developer within 7 working days of detailed drawings approval.</p> <p>17.5. Developer must submit, if required by relevant authorities, approved EIA report within 30 calendar days of detailed drawing approved date.</p> <p>17.6. Developer must submit the BOQ and the manpower plan within 30 calendar days of detailed drawings approval date.</p> <p>17.7. Developer must submit, if required by relevant authorities, approved EIA report within 30 calendar days of detailed drawing approved date.</p> <p>17.8. Developer must submit project plan and schedule timeline within 30 calendar days from date of approval of detailed drawings.</p> <p>17.9. Developer must mobilize to the development site within 30 days of land handover date.</p> <p>17.10. Developer must complete the foundation as per the approved drawings within 120 days of land handover date.</p> <p>17.11. Developer must complete the super structure as per the approved drawings within 650 days of land handover.</p> <p>17.12. Developer must complete the construction and finishing work within 730 days of land handover.</p> <p>17.13. Developer must start the usage of the building or commence the intended operation within 30 days of completion of the construction.</p>
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	<p>17.14. Submit monthly progress report of the development project once the development site is mobilized. Urbanco shall have the right to publish the progress update to My Hulhumalé Properties website on timely manner.</p> <p>17.15. Comply with all the protocols, guidelines and regulations of the relevant authorities.</p> <p>17.16. Communicate and obtain approval from Urbanco for any changes to the structure of the buildings.</p> <p>17.17. The developer will have to address all issues highlighted in comments for drawing prior to submission of revised concept.</p> <p>17.18. If the developer fails to finalize the concept drawings within the period, the conditional offer will be cancelled.</p>
<p>18. Duties and Obligations of Urbanco</p>	<p>18.1. Urbanco must handover the development site to the developer within 7 (seven) working days of Detailed Drawing approval.</p> <p>18.2. Urbanco must provide access to the land plot to the Developer for surveying, soil testing or for any other accepted request made by the developer during the drawing's stages.</p> <p>18.3. Urbanco should not unreasonably withhold any approvals requested by the developer in relation to the development and operation of the land</p> <p>18.4. Urbanco must review and provide if any comments within 14 (fourteen) working days of submission of the detailed drawings by the developer.</p> <p>18.5. Urbanco must release the Performance Guarantee upon successful completion of the development and commencement of operation by the developer.</p>
<p>19. Penalty</p>	<p>19.1. A penalty of 0.01% of the estimated project value per day will be levied on any extension to the deadline of completion of construction and finishing works.</p> <p>19.2. If any damage is caused to the public infrastructure or Urbanco property due to the act of or negligence of the lessee, penalty between MVR 50,000</p>

	<p>to MVR 100,000 should be applied along with actual cost of repair to the said damage.</p>
<p>20. Termination</p>	<p>20.1. If the Developer fails to perform any of its obligation under the agreement, the Developer shall be granted a period to rectify the breach along with a fine amount between MVR 5,000 and MVR 100,000 considering the degree of the breach, to be determined by the sole discretion of the Urbano.</p> <p>20.2. If the Developer fails to pay the fine and cure the breach within the extension period, the Urbano has the right to terminate the agreement and give the Developer a duration of not less than 30 calendar days to vacate the land and handover the land to the Urbano.</p> <p>20.3. The Developer may terminate the agreement by serving 6 months' written notice upon the Urbano of its intention to do so for any reason whatsoever.</p> <p>20.4. If any development has been undertaken at the time of termination, the development will be valued at cost by an independent valuer.</p> <p>20.5. If the Developer fails to achieve any hard deadlines by 150% Urbano will terminate the agreement, under no circumstances this clause should be taken as an automatic time extension to any hard deadlines given in the agreement.</p> <p>20.5.1. For example, if the deadline for the submission of detailed drawings is 60 days from concept approval date, however for any reason if the drawings is submitted later then (60*150%) 90 days from concept approval date.</p> <p>20.6. If for any reason if the Developer is penalized and the total accumulated penalty amount exceeds 20% of the project value, Urbano has the right to terminate the agreement.</p>



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<p>21. Process of agreement Termination</p>	<p>21.1. Upon agreement termination, Urbanco shall claim any Performance Guarantee submitted in relation to the agreement.</p> <p>21.2. Upon agreement termination, the Developer must give the ownership of the approved drawings to Urbanco, under the agreement.</p>
<p>22. Definitions</p>	<p>22.1. Development period: Development period means duration from agreement signed date to the date of commencing the usage of the development for the intended purpose.</p> <p>22.2. Construction Period: Construction period is the duration from land handover to the date of completion of the construction and finishing works.</p> <p>22.3. Hard Deadlines: Hard deadlines are the deadlines for the following tasks:</p> <p>22.3.1. Date for the submission of the concept drawings</p> <p>22.3.2. Date for the submission of the detailed drawings</p> <p>22.3.3. Date for the completion of the construction and finishing works</p> <p>22.3.4. Payment of Development and Lease Rights cost</p> <p>22.4. Urbanco delays: Urbanco delays mean any delays from Urbanco side in providing any comments or approval or land handover, in such a case Urbanco should revise the deadlines accordingly.</p>

Disclaimer:

- This contract terms only includes the key points of the agreement. The agreement is not limited to the clauses included in this contract terms.

DISCLAIMER:

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



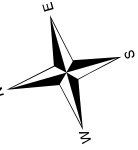
Handwritten signature in blue ink.

SECTION VII. DRAWINGS AND GUIDELINES

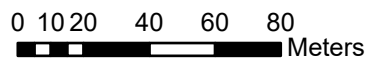
** Areas in the drawings is subjected to minimal changes.*



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PARCEL NO	AREA (SQM)	SITE COVER	FOOTPRINT (SQM)	HEIGHT (FLRS)	MAX GFA (SQM)	PLOT RATIO
SA-4	604	0.70	422	8	3,376	5.60
SA-5	711	0.70	498	8	3,984	5.60
SA-6	688	0.70	482	8	3,856	5.60
SA-7	735	0.70	514	8	4,112	5.60
SA-8	794	0.70	556	8	4,448	5.60
SA-9	741	0.70	519	8	4,152	5.60
SA-10	660	0.70	462	8	3,696	5.60
SA-11	678	0.70	474	8	3,792	5.60
SA-12	704	0.70	493	8	3,944	5.60
SA-13	668	0.70	468	8	3,744	5.60



DRAWING: SERVICE APARTMENT OPTIONS - HULHUMALÉ

Scale: 1:2,300

Drawn By: Mahaath

Checked By:

Date: 8/10/2023

Remarks:

6.3 Serviced Apartments Development Guideline

(Refer to Next Page)



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Service Apartments – Urban Isle Development Guidelines

Created by:

Urban Planning Department

Created on:

10th August 2023

Approved by:

Assistant Director, Urban Planning Department

Record of revisions

#	Revision Approval Date	Version	Revisions made	Page number	Approved by	Decision Number
1	10 th August 2023	1.0	0	1 - 26	HoS/HoD, Urban Planning Department	-



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- Introduction**
1. 1.1. This guideline comprises planning and development controls of Service Apartments in Urban Isle.
 - 1.2. Developments coming under this guideline will follow the general and specific requirements to the development based on the usage.
 - 1.3. Prior drawing and construction approvals need to be obtained from this corporation before the construction of any building in Hulhumalé.
 - 1.4. Prior building permit for building use needs to be obtained from this corporation once the construction works have been completed for any such building.

- Definitions & abbreviations**
2. 2.1. MNPHI: Ministry of National Planning, Housing and Infrastructure
 - 2.2. EIA: Environmental Impact Assessment
 - 2.3. GPON: Gigabit Passive Optical Network which is used to deliver broadband access to buildings.
 - 2.4. HPA: Health Protection Agency
 - 2.5. MNDF: Maldives National Defense Force
 - 2.6. FT²: Square feet
 - 2.7. M²: Square meter
 - 2.8. PWD: People with disabilities
 - 2.9. MWSC: Male' Water and Sewerage Company
 - 2.10. MCAA: Maldives Civil Aviation Authority
 - 2.11. Building: A constructed dwelling that is not movable/portable within a given plot, and one that is finished using different materials and is constructed to a certain standard that is acceptable to HDC



Doc ID:	UBP-2023-DGL0018
Version:	1.0
Classification:	Open
Effective Date:	08 th August 2023

- 2.12. Public Open Spaces: Common spaces, such as but not limited to courtyards or terraces, within the building
- 2.13. Private Open Spaces: Open spaces such as balconies or terraces are only accessible through residential units



CHAPTER 1 GENERAL REQUIREMENTS

Planning approvals

3. 3.1. Concept level drawings (site plan showing the surrounding context, floor plans, conceptual sections and elevations, and 3D model), and spatial layout, showing the overall classifications and requirements of the development must be submitted to this corporation for comments before proceeding to the final architectural and structural drawings.
- 3.2. The final detail drawing approval and related construction approvals need to be obtained from this corporation before the construction of any building in Hulhumalé.
- 3.3. The final detail drawing set should be signed and stamped by a registered local architect/structural engineer.
- 3.4. A detailed breakdown with the list of spaces and the area allocated for the spaces must be provided with each stage of the submission.
- 3.5. The permit to use the building will be issued after the construction works, followed by an inspection of the development.

Building height, F.S.I and setback plan

4. 4.1. Building setback plan, allowable maximum height and F.S.I will be provided in the guideline drawings.



4.2. F.S.I is calculated as:

$$\text{Floor Space Index (F.S.I)} = \frac{\text{The total covered area of the building}}{\text{Plot Area}}$$

4.3. The following spaces will be excluded from GFA:

- 4.3.1. Terrace communal open areas
- 4.3.2. Open void
- 4.3.3. Service duct
- 4.3.4. Lift void
- 4.3.5. Stair voids of the top floor
- 4.3.6. Balconies extruding in to the setback area but within the balcony extrusion limit

4.4. Building Height is subjective to the plot location, area of the plot, and land usage. Please refer to the guideline drawings.

4.5. No part of the building such as roof eaves, gutters, door/window panels, etc. should be projected beyond the building setback line.

4.6. The setback area at ground level can be utilized for circulation or bicycle parking but should not be covered above at any level.

4.7. Minimum height between finished floor levels to slab/ceiling soffit level should be 2.7 meters.

4.8. The minimum distance between two building blocks/towers in a single plot must not be less than 10m unless stated otherwise.

4.9. Any plot with maximum height of 47m, must have obstruction lights installed and marked as per MCAA (Maldives Civil Aviation Authority) Air Safety Circular



139-5, Chapter 6. The circular is available from MCAA website.

Foundation depth

- 5.**
- 5.1. The structural engineer of the development will decide the foundation depth for each building.
 - 5.2. The foundation protection method should be submitted with the final detailed drawings.
 - 5.3. The foundation system shall be approved by the relevant government entity and submitted with detailed drawings if:
 - 5.3.1. The building height exceeds 37m from the natural ground level; OR
 - 5.3.2. The structure's foundation is deeper than 2m below the natural ground level.

Services

- 6.**
- 6.1. Consultation is to be done at the concept level with service providers of electricity, plumbing, GPON and sewerage, as to how these could be economically and sustainably incorporated into the development.
 - 6.2. All developments should provide the GPON fiber cabling system for commercial and accommodation units. Refer to in-building cabling guidelines.
 - 6.3. Any space required by the relevant service provider for the installation or provision of a supporting facility (transformer, pump rooms, storage tanks, service stations, etc.) should be provided well within the given area for the development.
 - 6.4. Dedicated utility space at either ground or first-floor level should be provided for the provision and/or installation of relevant services as required.



- 6.5. The water quality should comply with the standards set forth by the Health Protection Agency (HPA) if proposed to use a private water supply.
- 6.6. An approved firefighting layout for the development should be obtained from Maldives National Defense Force (MNDF) Fire and Rescue Services.
- 6.7. The discharge of foul water should be to a sewer network approved by the relevant service provider.
- 6.8. The layout of each utility network within the development should generally be in accordance with the established practice of the relevant service provider.
- 6.9. The waste management area / rooms (away from common areas) with easy access should be provided at each floor level and a central collection area at the ground floor with ease of loading/unloading vehicular access.
- 6.10. A waste management plan is to be developed along with the waste management authority to minimize public intrusion and ease of access.
- 6.11. The Waste Management Room must be provided in accordance with any laws, guidelines, or regulations implemented by the Utilities Regulatory Authority, Waste Management Corporation, or any of the other regulatory bodies mandated with the regulation of Solid Waste Management/Collection within the Greater Male' Area.
- 6.12. Waste management zones must be planned to guarantee waste separation. Waste Management Rooms must be constructed to prevent cross-



contamination of waste and must adhere to the segregation act.

Access and circulation**7.**

- 7.1. A sheltered, safe, and convenient vehicular drop-off/pick-up area, with universal access, should be provided to all dwellings, facilities & services within the plot.
- 7.2. Frontage of the site and pedestrian & vehicular access ways into the site should be designed & constructed by the developer. This includes, but is not limited to, the pathways, lighting, softscapes, hardscapes & urban furniture.
- 7.3. All circulation routes and entrances should be well defined and well lit. The entrance should be highlighted as well and should be welcoming for walk-in entrances.
- 7.4. An adequate number of staircases should be provided along with an elevator traffic analysis report justifying the number of elevators.
- 7.5. At least one elevator must be fire-rated and must be able to accommodate a stretcher.
- 7.6. An adequate number of staircases should be proposed based on the MNDF fire protection guidelines.
- 7.7. Routes for pedestrians should be marked off, and illumination should be adequate.
- 7.8. Disability access should be integrated at all pedestrian and vehicular drop-off/pick-up points.
- 7.9. If shared pathways (for vehicles and pedestrians) are to be provided within the development,



appropriate markings should be used to indicate pedestrian prominence over vehicles.

- 7.10. All corridors should have a minimum width of 1200mm.
- 7.11. Where stepped access is unavoidable, especially at ground floor level, the steps should be designed as suitable for physically impaired persons or wheelchair users.
- 7.12. Any slope provided for vehicular access should be between 1:8 to 1:12 and with a firm and even surface.
- 7.13. Any slope provided for pedestrian/PWD access should be between 1:10 to 1:12 with railings and a firm & even surface.
- 7.14. Every storey of the building must be provided with exit facilities for its occupant load.
- 7.15. Illuminate all outdoor parking areas with illumination towards the paved areas only and not into any adjacent buildings.
- 7.16. Vehicular pathways within the plot should be designed safely, with minimum interruption to both pedestrian pathways and green verges within the plot and during ingress and egress.
- 7.17. Use scored, colored, textured and/or similar paving that is distinguishable from the travel lane at the drop off area.
- 7.18. Wherever parking is provided appropriate floor paint marking must be given.

**Structural
and civil
works**

8. 8.1. The designed lifespan of the main structure should be a minimum of 50 years.



- 8.2. The structural design must be done in accordance with British standards or any superseded European standard (Eurocode). The developer must include a local registered engineer during the design process and should get the drawings stamped by an accredited structural checker.
- 8.3. Necessary standards for construction to ensure the quality of workmanship and site safety during construction should be followed.
- 8.4. At the concept stage as a deliverable, the developer should propose a structural system/material as well as the proposed methodology brief with the above-mentioned standards.



CHAPTER 2**SPECIFIC REQUIREMENTS**

- Land usage**
- 9.**
- 9.1. These allocated land plots are for the construction of Serviced Apartments whereby it is used mainly for residential usage.
- 9.2. 50% of the terrace can be utilized for a penthouse as an incentive to provision of solar panels.
- 9.3. The building should accommodate the required bicycle parking given under section 11. of this document.
- 9.4. Following is prohibited uses within this development:
- 9.4.1. Any industrial use, any use where flammable materials are used, any use where the public is disturbed from loud noises, smell or dust generating and carrying activities, constructing godowns, etc.
- 9.4.2. Retail and café'/restaurant use.
- Boundary wall**
- 10.**
- 10.1. The boundary wall is to be a solid wall, not more than 1.2-meter high from natural ground level.
- 10.2. A perforated fencing can be proposed on top of the solid wall up to a total height of 2 meters.
- 10.3. If required, the developer may choose to have a boundary wall with perforation or demarcate the plot boundary with natural green verge.
- Parking**
- 11.**
- 11.1. Parking spaces should be designed to an international standard (the standard referred to should be mentioned).



- 11.2. The specified amount of bicycle parking should be provided within the development site for both staff & guests.
- 11.2. Parking spaces should be appropriately sized for movement in and around and should cater for people with disabilities.
- 11.3. Allowance for buggy is limited to 1 buggy per development, where the buggy is used for operational purposes only.
- 11.4. Vehicle parking shall be provided as per the following ratio:
 - 11.4.1. Maximum of 1 buggy parking space per development.
 - 11.4.2. Minimum of 3 bicycle parking per apartment.
 - 11.4.3. Minimum of 1 bicycle parking for every 2 staff members.
- 11.5. Buggy parking size: 2.4m x 4.8m (100mm line thickness). Give an additional 300mm for the width of parking at every end.
- 11.6. The development should have a designated drop off/ parking area for a minimum of one buggy which are in operation within the island.
- 11.7. Parking spaces should be equipped with EV charging stations.

**Universal/
PWD
access**

- 12.1. If the tenant requires the unit to be designed for PWD, then the developer must bring about the changes as per the following guidelines.



12.2. Easy accessibility between internal and external spaces should be provided.

12.3. Internal spaces should provide a safe transit point for people with limited mobility and people who use a wheelchair.

12.4. Guidelines to consider:

- a) Make entrances wide enough for wheelchair access
- b) Provide adequate maneuvering space
- c) Provide even, non-slip surfaces
- d) Provide ramped access for ease of dealing and easy entry from external to internal spaces.
- e) Provide lighting for safety and security
- f) Install sounding devices, such as a doorbell, to identify visitors.

12.5. Indoor circulation:

12.5.1. Circulation through different spaces must be well planned for easy maneuverability, especially for people with limited mobility and people who use a wheelchair.

12.5.2. Incorporate spaces wide enough for wheelchair access.

12.5.3. Ensure door handles are level handles to make easily accessible.



12.6. Bathrooms and toilets:

- 12.6.1. At least 1 en suite should be designed and furnished for maximum comfort and ease of use.
- 12.6.2. The en suite should be designed so that a clearance of 1500mm diameter circle is given to allow for easy maneuverability.
- 12.6.3. The following aspects should be included in at least 1 bathroom of allocated PWD units.
- 12.6.4. Minimum 850mm width door, preferably opening out or sliding.
- 12.6.5. Sufficient space for people using wheelchairs or other assistive devices.
- 12.6.6. Adequate handrails and grab bars to assist people to get to and from a wheelchair and to assist people with reduced strength.
- 12.6.7. Security and privacy feature so users can easily close and lock the bathroom or toilet door.
- 12.6.8. Toilets with a minimum dimension of 1.6 m x 2.4 m, or 2.0 m x 2.7 m if a shower is included and with an in-swinging door.
- 12.6.9. Toilets located against the wall diagonal from the entry door.
- 12.6.10. Firmly fixed-grip rail next to the WC, 800mm high.
- 12.6.11. Accessories, such as mirrors and towel rails, 900 mm to 1100 mm high.



12.6.12. Firmly fixed washbasin to the wall at a height of between 800 mm to 850 mm.

12.6.13. Single-lever taps.

12.6.14. Drop-down or removable shower seat in the shower.

12.7. Kitchens

12.7.1. Provide work surfaces at a comfortable height for people using wheelchairs.

12.7.2. Provide ease of access to the opening and closing of windows and doors.

12.8. Bedroom & living room

12.8.1. A clearance of 1500mm diameter circle must be provided to allow for easy maneuverability.

12.8.2. Entrance door should be a minimum 850mm (clear).

12.8.3. Provide lighting for safety and security.

12.9. Ensure that all aspect of the building complies with the Maldives Disability Act.

Development Requirements

13.1. It is encouraged for the development to be aesthetically designed consisting of different elements of sustainability.

13.2. The main entrance/reception area should have ample space to accommodate residents comfortably and provide easy flow and circulation in and out of the building.

13.4. PWD access must be provided at the main entrance of the building.



- 13.5. The services are to be screened away from public view and should not be a hindrance to the aesthetics of the development.
- 13.6. The whole development should follow all updated and the most recent guidelines set by relevant authorities of the government.
- 13.7. **Public open spaces:**
- 13.7.1 Public open spaces are defined as common spaces, such as but not limited to courtyards or terraces, within the building.
- 13.7.2. Access ways and public areas within the development shall be overlooked by dwellings or otherwise open to surveillance by residents.
- 13.7.3. Open space should generally be attractive and usable by different age groups. Undefined areas, badly shaped, fragmented, or unusable spaces which are difficult to maintain should be avoided.
- 13.7.4. If landscaping is provided, either soft or hard (or both) at common areas, materials with good resistance to vandalism, non-slip and low maintenance should be chosen.
- 13.7.5. Communal green space is to be provided within the development not less than the ratio at 1:1 of the building footprint.



13.8. Private open spaces:

- 13.8.1. Private spaces are defined as open spaces such as balconies or terraces only accessible through residential units.
- 13.8.2. All dwellings should be provided with private open space /balcony, adjacent to the main living area.
- 13.8.3. The private open space/balcony can be used as or together with a drying area which should be screened from public view.
- 13.8.4. Minimum size for private open space/balcony should be as given under section 13.12.5 and 13.13.5 of this guideline.

13.9. Residential:

- 13.9.1. Consideration must be given to ease of access and circulation within the residential unit for all occupants especially for the physically impaired.
- 13.9.2. The pedestrian approach towards the entrance of units should be wide enough for two-way traffic and the main entrance of the dwelling at a minimum width of 900mm.
- 13.9.3. Weather-resistant non-slip material should be provided where necessary.
- 13.9.4. Adequate lighting should be provided to all residential units.
- 13.9.5. Design and layout should make use of natural daylight as much as possible to



encourage minimum use of electrical lighting.

- 13.9.6. Opening panels of windows, above ground floor level, should be at a minimum height of 1000mm above the internal floor finish level and any opening below 1000mm should be protected with a safety railing.
- 13.9.7. Private open spaces/balconies should have a minimum clear width of 1000mm.
- 13.9.8. Glazing used for doors and windows should be safe and with a nominal thickness proportionate to the area of the panel as per British Standard or equivalent.
- 13.9.9. Wherever a railing is provided, it should be safe for all occupants, especially for children, with a minimum distance of 125mm openings between the railing members where applicable.
- 13.9.10. Additional safety measures, to minimize the risk of falling over, should be taken if horizontal railings are to be provided.
- 13.9.11. Floor finishes in wet areas should be provided with slip-resistant surfaces.
- 13.9.12. Every dwelling should be connected to electricity and GPON networks.
- 13.9.13. Every dwelling should be provided with an adequate pressure of water for domestic use as per the service providers' requirements.



13.9.14. All units must have dedicated and adequate spaces/ledges for AC outdoor units, which must be properly screened from public view.

13.9.15. All units must have a minimum finishing level as per the Finishing Schedule in Design Guidance Document. This does not include any loose furniture.

13.9.16. PWD accessible toilets must be provided in the reception area.

13.10. One Bedroom apartment

13.10.1. Minimum area 500 ft² / 46.45 m²

13.10.2. Sitting room:

- The minimum area for Sitting/Living shall be 130 ft² (12.08 m²).
- Minimum clear height (Floor to ceiling height) for Sitting/Living area shall be 2.7m.

13.10.3. Dining and kitchen:

- The minimum area shall be 140 ft² (13.01 m²)
- Minimum clear height (Floor to ceiling height) for kitchen & dining area shall be minimum 2.7m from slab bottom to floor finish.

13.10.4. Laundry:

- Laundry/Washing space shall be provided to accommodate 1 washing machine (0.36m²) & drying area with adequate sunlight.



- The minimum clear height (Floor to ceiling height) shall be 2.7m.

13.10.5. Balcony:

- The minimum railing/ parapet wall height shall be 1.2m.
- The minimum clear width of the balcony shall be 1m (1000mm).

13.10.6. Bedroom:

- The minimum size of the Master bedroom shall be 144 ft² (13.38 m²).
- Minimum clear height (Floor to ceiling) for all areas (except toilets) shall be 2.7m.

13.10.7. Toilets:

- The minimum size of the master bedroom toilet shall be 32 ft² (2.97 m²)
- Minimum clear height (Floor to ceiling height) for toilets shall be 2.4m.

13.11. **Two Bedroom apartment**

13.11.1. Minimum area 800 ft² / 74.32 m²

13.11.2. Sitting room:

- The minimum area for Sitting/Living shall be 130 ft² (12.08 m²).
- Minimum clear height (Floor to ceiling height) for Sitting/Living area shall be 2.7m.

13.11.3. Dining and kitchen:

- The minimum area shall be 140 ft² (13.01 m²)
- Minimum clear height (Floor to ceiling height) for kitchen & dining area shall be



minimum 2.7m from slab bottom to floor finish.

13.11.4. Laundry:

- Laundry/Washing space shall be provided to accommodate 1 washing machine (0.36sqm) & drying area with adequate sunlight.
- The minimum clear height (Floor to ceiling height) shall be 2.7m.

13.11.5. Balcony:

- The minimum railing/ parapet wall height shall be 1.2m.
- The minimum clear width of the balcony shall be 1m (1000mm).

13.11.6. Bedroom:

- The minimum size of the Master bedroom shall be 144 ft² (13.38 m²).
- The minimum size of the other bedroom shall be 120 ft² (11.15 m²).
- Minimum clear height (Floor to ceiling) for all areas (except toilets) shall be 2.7m.

13.11.7. Toilets:

- The minimum size of the master bedroom toilet shall be 32 ft² (2.97 m²)
- The minimum size of other bedroom toilets shall be 28 ft² (2.60 m²)
- Minimum clear height (Floor to ceiling height) for toilets shall be 2.4m.



13.12. Three Bedroom apartment

13.12.1. Minimum area 1000 ft² / 92.90m² (carpet area)

13.12.2. Sitting room:

- The minimum area for Sitting/Living shall be 180 ft² (16.72 m²).
- Minimum clear height (Floor to ceiling height) for Sitting/Living area shall be 2.7m.

13.12.3. Dining and kitchen:

- The minimum area shall be 190 ft² (17.65 m²).
- Minimum clear height (Floor to ceiling height) for kitchen & dining area shall be minimum 2.7m from slab bottom to floor finish.

13.12.4. Laundry:

- Laundry/Washing space shall be provided to accommodate 1 washing machine (0.36 m²) & drying area with adequate sunlight.
- The minimum clear height (Floor to ceiling height) shall be 2.7m.

13.12.5. Balcony:

- The minimum railing/ parapet wall height shall be 1.2m.
- The minimum clear width of the balcony shall be 1m (1000mm).

13.12.6. Bedroom:

- The minimum size of the Master bedroom shall be 144 ft² (13.38 m²).



- Minimum clear height (Floor to ceiling) for all areas (except toilets) shall be 2.7m.

13.12.7. Toilets:

- The minimum size of the master bedroom toilet shall be 32 ft² (2.97 m²)
- Minimum clear height (Floor to ceiling height) for toilets shall be 2.4m.

13.12.8. Maid room:

- If a maid room is to be included in the design, the developer should follow the minimum areas given in this document.
- Minimum room area 56 ft² / 5.20 m²
- Minimum toilet area 24 ft² / 2.23 m²

13.13. **Four Bedroom apartment**

13.13.1. Minimum area 1250 ft² / 116.13 m²

13.13.2. Sitting room:

- The minimum area for Sitting/Living shall be 200 ft² (18.58 m²).
- Minimum clear height (Floor to ceiling height) for Sitting/Living area shall be 2.7m.

13.13.3. Dining and kitchen:

- The minimum area shall be 210 ft² (19.50 m²).
- Minimum clear height (Floor to ceiling height) for kitchen & dining area shall be minimum 2.7m from slab bottom to floor finish.

13.13.4. Laundry:

- Laundry/Washing space shall be provided to accommodate 1 washing



machine (0.36m²) & drying area with adequate sunlight.

- The minimum clear height (Floor to ceiling height) shall be 2.7m.

13.13.5. Balcony:

- The minimum railing/ parapet wall height shall be 1.2m.
- The minimum clear width of the balcony shall be 1m (1000mm).

13.13.6. Bedroom:

- The minimum size of the Master bedroom shall be 180 ft² (16.72 m²).
- Minimum clear height (Floor to ceiling) for all areas (except toilets) shall be 2.7m.

13.13.7. Toilets:

- The minimum size of the master bedroom toilet shall be 36 ft² (3.34 m²)
- Minimum clear height (Floor to ceiling height) for toilets shall be 2.4m.

13.13.8. Maid room:

- If a maid room is to be included in the design, the developer should follow the minimum areas given in this document.
- Minimum room area 56 ft² / 5.20 m²
- Minimum toilet area 24 ft² / 2.23 m²

Note: In addition to the aforementioned requirements, refer to the guideline drawings issued by this corporation with details specific to the allocated development.

