



MINISTRY OF TOURISM
REPUBLIC OF MALDIVES

SAMPLE BIDDING DOCUMENT

Serial No:

BIDDING DOCUMENT

**FOR THE LEASE, DEVELOPMENT, OPERATION AND MANAGEMENT OF A
TOURIST RESORT**

SAMPLE

22nd August 2023



SAMPLE BIDDING DOCUMENT

Serial No:

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SECTION I - INVITATION FOR BIDS (IFB)

Invitation for Bids

Date:

IFB No:

Invitation for Bids (hereinafter referred to as the "IFB") for the Lease, Development, Operation and Management of a Tourist Resort

1. The Government of Maldives (hereinafter referred to as the "**Government**") represented by the Ministry of Tourism (hereinafter referred to as the "**Ministry**"), hereby announces public tendering for the lease, development, operation and management of a Tourist Resort in the below mentioned uninhabited islands (hereinafter referred to as the "**Islands**"), with the specified number of beds (a copy of the map of the islands are attached as **Annex IV**).

No#	Atoll	Island name	Est. Size (Ha)	Proposed minimum number of beds	Vacant Possession to be Acquired	GPS Coordinates
1	Haa Alif	Medhafushi	11.74	120	No	7°0'38"N 72°56'2"E
2	Shaviyani	Nalandhoo	63.99	200	Yes	6° 19' 30" N 73° 13' 42" E

2. The Ministry now invites sealed bids from eligible bidders, local and foreign (hereinafter referred to as the "**Bidder**") for the acquisition of the leasehold rights of the above.
3. The islands shall be leased for a period of 50 (Fifty) years pursuant to Section 8 of the Law Number 2/99 (Maldives Tourism Act).
4. The islands shall be granted a construction period of not less than 36 (Thirty Six) months, in accordance with the prevailing policies of the Ministry, from the date of signing the lease agreement.
5. The Bidder is required to propose an amount of no less than below specified amounts which shall be paid to the Government as the lease acquisition cost (hereinafter referred to as the "**LAC**") of the Islands, to be paid, on or before 60 (Sixty) days from date of the Letter of Award for the acquisition of the leasehold rights of the islands(hereinafter referred to as the "**LOA**").

No#	Atoll	Island name	Est. Size (Ha)	Minimum LAC (USD)	Required Proof of Financial Capacity (USD)
1	Haa Alif	Medhafushi	11.74	875,000	2,000,000
2	Shaviyani	Nalandhoo	63.99	1,000,000	10,000,000

(a) For Nalandhoo in Shaviyani Atoll, this 60 (Sixty) day period shall commence **after** the completion of the conditions stipulated in **Clause 8** of the Invitation for Bids (IFB).

6. The Bidder is required to submit a bank guarantee as a bid security (hereinafter referred to as the “**Bid Security**”) amounting to USD 50,000 (Fifty Thousand United States Dollars Only), issued by a reputable financial institution approved by MMA or the relevant financial regulatory authority in the country of issuance, in accordance with Form 2 in Annex II of the Bidding Documents, and valid for a minimum of 180 (One hundred and Eighty) calendar days beyond the Bid Opening Date (hereinafter referred to as the “**Bid Security**”). The aforementioned 180 days will be counted **excluding** the Bid Opening Date and **inclusive** of the Bid Expiry Date. For the avoidance of any doubt, the date of earliest expiry of the Bid Security shall be **20th March 2024 (Wednesday)**.
7. The Ministry shall evaluate and compare Substantially Responsive Bids and the Highest Bidder shall be selected based on the below criteria for the islands.

No #	Category	Marks (%)
1	<u>Pre-requisite:</u> Proof of financial capacity- As per the requirements specified in Clause 5 of the IFB.	Yes/No
2	Price (Lease Acquisition Cost (LAC)) (Proposed LAC by the bidder / Highest proposed LAC) x 90	90
6	Contribution to Tourism Trust Fund – Training fund (Proposed contribution to the training fund by the bidder / Highest proposed contribution to the training fund) x 10 <i>50% of this contribution has to be made as an upfront payment with the LAC. The pending contribution shall be made over a period of 5 years after the commencement of operations.</i>	10

8. The Highest Bidder for an island where the vacant possession needs to be acquired, shall within a period of 30 (Thirty) calendar days from the LOA, submit an agreement between the holder of any rights over the island and the Highest Bidder confirming that the Highest Bidder has acquired the rights over the island or that the holder of said rights has relinquished said rights. Failure of which will result in the following;

- a) Cancellation of the LOA; and
 - b) Return of the Bid Security; and
 - c) Awarding a new LOA to the next Highest Bidder under the terms of clause 7.
9. Subject to the terms of Clause 8, the Highest Bidder shall within a period of 60 (Sixty) calendar days from the LOA, submit a report that provides an assessment of the environmental conditions of the islands, and its surrounding waters, which in particular identifies any deteriorating conditions of the same and further provides appropriate recommendations for addressing such issues. In addition, a land survey report of the islands produced by a Ministry's approved surveyor shall be submitted to the Ministry within the period of 60 (Sixty) calendar days stated herein.
- (a) For Nalandhoo in Shaviyani Atoll, this 60 (Sixty) day period shall commence **after** the completion of the conditions stipulated in **Clause 8** of the Invitation for Bids (IFB).
10. The Highest Bidder shall pay the LAC pursuant to the terms of the LOA and failure of which will result in the following;
- a) Cancellation of the LOA; and
 - b) Forfeiture of the Bid Security; and
 - c) Awarding a new LOA to the next Highest Bidder under the terms of clause 7.
11. Interested parties may obtain further information and purchase the Bidding Documents from **22nd August 2023** up to the **20th September 2023**, between **09:00hrs to 13:00 hrs**, at the following address or via email to planning@tourism.gov.mv.
- Ministry of Tourism**
5th Floor, Velaanaage
Ameer Ahmed Magu
Male', Republic of Maldives
Telephone: + (960) 302 2200, + (960) 302 2266, Facsimile: + (960) 332 2512
Email: planning@tourism.gov.mv
Website: <http://www.tourism.gov.mv>
12. An application form must be completed and submitted to the Ministry for the purposes of this IFB (hereinafter referred to as the "**Application Form**"). This Application form is available from the Ministry's reception or from the Ministry's website.
13. A set of the bidding documents for the purposes of this IFB (hereinafter referred to as the "**Bidding Documents**"), can be purchased from the Ministry. The price of the Bidding Documents for individuals, registered companies or partnerships shall be **USD 2,250** (Two thousand two hundred and fifty United States Dollars Only) for locals and **USD 3,250** (Three thousand two hundred and fifty United States Dollars Only) for foreign entities. This payment is non – refundable.

14. The Application Form shall be accompanied by:
- a) If the Bidder is a registered company, a board resolution granting the power of attorney to the person who will be signing the application form and tender documents on behalf of the company. If the bidder is a registered partnership, power of attorney to the person who will be signing the application form and tender documents on behalf of the partnership. This however, will not be applicable to individual bidders signing their application forms and their own bids.
 - b) If the Bidder is an individual a copy of their national identity card or passport. If the applicant is a company or a partnership a copy of the registration certificate.
 - c) Payment for the Bidding Documents as specified in Clause 13, which shall be paid to the Maldives Inland Revenue Authority (hereinafter referred to as the “MIRA”).
15. Upon payment for Bidding Documents, MIRA shall issue a payment receipt to the Bidder. The Bidder shall then submit this receipt to the Ministry, and the Ministry shall issue to the Bidder a unique bid serial number (hereinafter referred to as the “**Bid Serial Number**”).
16. The Bidding Documents and the Bid Serial Number are non-transferable.
17. Each bidder shall submit only one bid for each island.
18. A Bid will not be disqualified or deemed invalid for the reason that it is the only Bid submitted for the purposes stated herein.
19. **Pre-bid meeting** to provide information for interested parties shall be held **virtually** through ZOOM, as follows:
- **Pre-bid meeting: 11:00 hrs (Local Time) Wednesday, 30th August 2023**
- Those who wish to participate must email to planning@tourism.gov.mv expressing the interest with name, email address and phone number, before **1200hrs on 29th August 2023**.
20. Bids are to be delivered before **10:00hrs on Thursday, 21st September 2023**, to the address in IFB Clause 11 or any other venue that the Ministry may announce.
21. Bids will be opened in the presence of bidders or their representatives who choose to attend the event at the respective time and date stated on IFB Clause 20 at the office of the Ministry or at any other venue that the Ministry may announce.

22. Any change to the venue for the event pursuant to IFB Clause 11 will be announced through electronic media and posted on the website of the Ministry. No further notification of the time, date and/or the venue for the events will be issued by the Ministry.
23. For the avoidance of doubt, please note that all payments made pursuant to the IFB, Bid and ITB shall be made in United States Dollars.

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SECTION II - INSTRUCTIONS TO BIDDERS (ITB)

Instructions to Bidders (hereinafter referred to as the "ITB")

A. INTRODUCTION

1. Background

1.1. The Government of Maldives (hereinafter referred to as the "Government") represented by the Ministry of Tourism (hereinafter referred to as the "Ministry"), hereby announces public tendering for the lease, development, operation and management of a Tourist Resorts in the below mentioned uninhabited islands (hereinafter referred to as the "Islands"), with the specified number of beds (a copy of the map of the islands is attached as Annex IV);

No#	Atoll	Island name	Est. Size (Ha)	Proposed minimum number of beds	Vacant Possession to be Acquired	GPS Coordinates
1	Haa Alif	Medhafushi	11.74	120	No	7°0'38"N 72°56'2"E
2	Shaviyani	Nalandhoo	63.99	200	Yes	6° 19' 30" N 73° 13' 42" E

2. Definitions

2.1. Unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Amendment" means amendments brought to the Bidding Documents in accordance with Clause 8 of the ITB.

"Application Form" means the application form to be submitted to purchase a set of Bidding Documents together with all the documents required to be submitted with it.

"Bid Closing Date" means the last date on which a Bid will be accepted by the Government as specified in Clause 20 of the IFB.

"Bid Closing Time" means the deadline for submission of Bids on the Bid Closing Date as Specified in Clause 20 of the IFB.

"Bid Opening Date" means the date specified for opening of Bids in Clause 21 of the IFB.

“Bid Opening Venue” means the venue specified in Clause 20 of the IFB or the venue announced in accordance with Clause 21 of the IFB.

“Bid Security” shall have the meanings in Clause 6 of the IFB.

“Bid Serial Number” means the serial number issued by the Ministry pursuant to Clause 15 of the IFB.

“Bid Validity Period” means the Bid validity period defined in Clause 13.1 of the ITB.

“Bid” means all the documents specified in Clause 10.1 of the ITB submitted prior to the Bid Closing Time on Bid Closing Date.

“Bidder” means an individual or legal entity who submits a Bid in accordance with the Bidding Documents.

“Bidding Documents” means these bidding documents issued by the Government pursuant to its invitation for Bids under reference IFB No: (IUL)88-PS/88/2021/88 dated 31st day of October 2021 and more fully described in Clause 6.1 of the ITB.

“Detailed Evaluation” means the evaluation of Bids pursuant to Clause 22 of the ITB.

“Highest Bidder” means the Bidder who submits the Highest Evaluated Bid subject to Clause 22 of the ITB.

“Highest Evaluated Bid” means the Bid scoring the highest points in the Detailed Evaluation from amongst the Substantially Responsive Bids

“IFB” means the section in the Bidding Documents under the heading of Invitation for Bids.

“ITB” means the section in the Bidding Documents under the heading of Instruction to Bidders.

“Late Bids” means Bids submitted after the Bid Closing Time on the Bid Closing Date.

“Lease Acquisition Cost” or “LAC” means the amount of money proposed by a Bidder to be paid to the Government to acquire the leasehold right of the islands which is the subject of this public tender announced by the Ministry through the Bidding Documents; and which is envisaged to be granted to the Successful Bidder pursuant to the Lease Agreement.

“Lease Agreement” means the agreement that will be signed between the Successful Bidder and the Government of the Republic of Maldives represented by the Ministry of Tourism for the Lease of the islands which is the subject of this public tender.

“Leaseholder” means the Highest Bidder who sign the Lease Agreement and holds the leasehold rights over the islands.

“Lease Rent” means the lease rent payable in relation to the islands.

“Letter of Awards” means the Letter of Award for the acquisition of the leasehold rights of the Islands issued by the Ministry to the Highest Bidder or to the next highest Bidder.

“Uninhabited islands or plot of lagoons” means the islands proposed pursuant to Clause 1.1 of the ITB.

“Second Highest Evaluated Bid” means the Bid scoring the second highest points pursuant to Clause 22 of the ITB from amongst the Substantially Responsive Bid.

“Substantially Responsive Bids” means a Bid which conforms to all the terms and conditions of the Bidding Documents and a Bid that has been determined to be substantially responsive pursuant to Clause 21.4 of the ITB.

“Third Highest Evaluated Bid” means the Bid scoring the third highest points pursuant to Clause 22 of the ITB from amongst the Substantially Responsive Bid.

“Tourist Resort” means all the, buildings, installations, structures, facilities, machinery, equipment, tools, furniture, fixture and fittings, cutlery and crockery and linen forming part of or are directly associated with the operation and management of the Resort.

3. General Conditions of the Lease Agreement

- 3.1. The islands are ascertained for the development, operation and management of the Tourist Resorts.
- 3.2. Lease Rent for the islands will be fixed in accordance with the Clause 7 of the Maldives Tourism Act (Law No. 2/99) and relevant regulations made therein under.
- 3.3. All Bidders are encouraged to inspect the islands and verify that the islands are suitable for the purpose for which the islands are tendered. Submission of a Bid for the lease of the islands shall be deemed as acceptance on the part of the Bidder that the islands are suitable for the purpose for which the islands are tendered.
- 3.4. The Government shall not be liable for any claim by a Bidder on the grounds that the islands are not suitable or appropriate for the development of a Tourist Resort on any grounds.
- 3.5. The Bidder is required to propose an amount of no less than below specified amounts which shall be paid to the Government as the lease acquisition cost (hereinafter referred to as the **“LAC”**) of the islands, to be paid, on or before 60 (Sixty) days from date of the

Letter of Award for the acquisition of the leasehold rights of the islands (hereinafter referred to as the “LOA”).

- (a) For Nalandhoo in Shaviyani Atoll, this 60 (Sixty) day period shall commence **after** the completion of the conditions stipulated in **Clause 8** of the Invitation for Bids (IFB).

No#	Atoll	Island name	Est. Size (Ha)	Minimum LAC (USD)
1	Haa Alif	Medhafushi	11.74	875,000
2	Shaviyani	Nalandhoo	63.99	1,000,000

- 3.6. For the avoidance of any doubt, it is understood and agreed by the Bidder that any payment made as LAC shall not be refundable by the Government nor shall it be deductible from Lease Rent or any other rent or any other dues to the Government.
- 3.7. The Ministry shall evaluate and compare Substantially Responsive Bids and the Highest Bidder shall be selected subject to Clauses 21 and 22 of the ITB .
- 3.8. The period of lease of the islands shall be 50 (Fifty) years from the date of signing the Lease Agreement.
- 3.9. Lease Rent for the islands shall become payable commencing from the 36 (Thirty Six) month from the date of signing the Lease Agreement.
- 3.10. The Highest Bidder shall be given a period of at least 36 (Thirty Six) months from the date of signing the Lease Agreement for the completion of the development, construction of the Tourist Resort and commencement of operation in accordance with the prevailing policies of the Ministry.

4. Eligible Bidders

- 4.1. This Invitation for Bids is open to local individuals, partnerships, companies and foreign entities eligible to invest in this sector under class code I1 to I4 of the Foreign Direct Investment Policy. Individuals submitting Bids shall be at least 18 (Eighteen) years of age on the Bid Opening Date.
- 4.2. Bidders, in the preparation of their Bids, shall not be associated with an employee of the Government. All Bidders shall complete the non-association clause in the Bid Form.

5. Cost of Bidding

- 5.1. The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Ministry will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. However, upon submission of the Bid to the Ministry, the Bid will become the absolute property of the Government, and

the Bidder will not have any right whatsoever to claim back any of the documentation or material which comprises of the Bid.

- 5.2. The Bidding Documents and/or the Bid Serial Number cannot be transferred to another party under any circumstances whatsoever.

B. THE BIDDING DOCUMENTS

6. Composition of the Bidding Documents

- 6.1. The contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
 - a) the Application Form to be submitted pursuant to Clause 12 of the IFB
 - b) the Instructions to Bidders (ITB)
 - i. Bid Forms: (Annex I Sample Form 1)
 - ii. Bid Security Form: (Annex II Sample Form 2)
 - iii. Proof of funds letter format: (Annex III Sample Form 3)
 - iv. Map of the Islands: (Annex IV)
 - c) any Amendments issued by the Ministry in accordance with the Bidding Documents.
- 6.2. The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required or to submit a Bid which is not complete in every respect may result in the Bid being determined non-responsive and disqualified.

7. Clarification of Bidding Documents

- 7.1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Government in writing at the address indicated in Clause 11 of the IFB. All requests and clarifications issued by the Government shall be in writing. All requests for clarifications shall include the Bid Serial Number.
- 7.2. Prospective Bidders shall submit requests for clarification at least 3 (Three) working days prior to Bid Closing Date.
- 7.3. All clarifications shall be sought and/or provided only as specified in Clause 7.1 of the ITB. The Government shall not be responsible for any clarifications sought and/or provided in any other manner of whatsoever nature.

8. Amendments to Bidding Documents

- 8.1. At any time prior to the deadline for the submission of Bids, the Government, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder may modify the Bidding Documents through Amendment(s).
- 8.2. All or any Amendments made to the Bidding Documents pursuant to Clause 8.1 of the ITB shall be posted on the website of the Ministry, prior to the deadline for the submission of the Bid .
- 8.3. The Government at its discretion, may extend the deadline for the submission of Bids in order to allow prospective Bidders reasonable time in which to take Amendment(s) into account in preparing their Bids, or for any other reason

C. PREPARATION OF BIDS

9. Language of Bid

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

10. Documents Comprising the Bid

- 10.1. The Bid prepared by the Bidder shall comprise solely of the following documentation and shall be submitted before the Bid Closing Time on the Bid Closing Date to the Bid Opening Venue:
 - a) Completed Bid Form in accordance with Form 1 in Annex I.
 - b) Bid Security furnished in accordance with Form 2 in Annex II.
 - c) Proof of funds in the form of Bank Statement or a Proof of funds letter furnished in accordance with Form 3 in Annex III (Ministry may contact the bank (issuing bank of the statement or the letter) to ascertain the authenticity).

- If the Bidder is a Company or Business Entity, Proof of Funds can be accepted if the Bank Statement or the Proof of funds letter of any of the shareholder(s) are presented, given that the shareholder has issued a written statement confirming contribution of an investment amount no less than stipulated in Clause 5 of the IFB.

- If the Bidding Company/Entity has another company registered as one of their shareholders, Proof of Funds may also be submitted by this shareholding company, pursuant to the issuance of a Board Resolution on their behalf confirming contribution of an investment amount no less than stipulated in Clause 5 of the IFB.
 - If the Bidder submits Bank Statements as Proof of Funds, these statements shall be extracted within a period of 30 (Thirty) days from the Bid Opening Date, and for evaluation, the last balance at the last date of the statement(s) will be considered. If more than one bank statement has been submitted, the sum of all the accounts at the last date of the bank statement will be considered as Proof of Funds.
 - The Bidder shall ensure that the account balance required for Proof of Funds is available as a sum of all accounts concurrently and retain the amount until the last specified date of the statement.
- d) Documentary evidence (a power of attorney and board resolutions in case of companies) stating that the person signing the Bid has been duly authorized to The Bidder shall complete and submit all the documents in Clause 10.1 of the ITB. Any deviation from the requirements of submitting these documents will be determined non-responsive and disqualified by the Ministry.
 - e) A document confirming that the present agricultural-leaseholder and the bidder are in communication to transfer the vacant possession of the island to the Government of Maldives. (If applicable)
 - f) National Identity Card / Passport (Individual Bidders and the person assigned to sign from a business entity)
 - g) Registration certificate of Companies/partnerships.
 - h) Business profile or Curriculum Vitae (incase of individual).
 - i) GST registration certificate copy, if applicable.
 - j) MIRA tax clearance report (past three months), if applicable.
 - k) Proposal specifying the following;
 - l) Amount proposed to Tourism Trust Fund as contribution to Training fund

11. Bid Currency

Unless otherwise required in the tender documents, the Bidder shall quote all the prices in United States Dollars.

12. Bid Security

- 12.1. The Bidder is required to submit a bank guarantee as a bid security amounting to USD 50,000 (Fifty Thousand United States Dollars Only), issued by a reputable financial institution approved by MMA or the relevant financial regulatory authority in the country of issuance, in accordance with Form 2 in Annex II of the Bidding Documents, and valid for a minimum of 180 (One hundred and Eighty) calendar days beyond the Bid Opening Date (hereinafter referred to as the "Bid Security"). The aforementioned 180 days will be counted excluding the Bid Opening Date and inclusive of the Bid Expiry Date. For the avoidance of any doubt, the date of earliest expiry of the Bid Security shall be **20th March 2024 (Wednesday)**.
- 12.2. Any Bid not accompanied by a Bid Security in accordance with Clause 12.1 of ITB will be determined non-responsive and disqualified by the Government.
- 12.3. The Ministry may require the validity of the Bid Security to be extended, in which case Bidders will be required to submit a Bid Security with extended validity as requested by the Ministry.
- 12.4. The Bid Security of unsuccessful Bidders', excluding the Second and the Third Highest Evaluated Bidder shall be discharged or returned within 30 (Thirty) calendar days from the date of Letter of Award by the Ministry to the Highest Bidder.
- 12.5. The Bid Security of the Second Highest Evaluated Bidder and Third Highest Evaluated Bidder shall be discharged or returned upon the Highest Bidder signing the Lease Agreement.
- 12.6. The Government will forfeit the Bid Security if the Bidder:
- a) withdraws his/her Bid during the Bid Validity Period; or
 - b) does not accept Amendment(s) made to or correction of errors in the Bidding Documents in accordance with Clause 8 of the ITB; or
 - c) having been issued with the Letter of Interest by the Ministry during the Bid Validity Period:
 - i. refuses to accept the award; or
 - ii. fails to pay Lease Acquisition Cost pursuant to the terms of the Letter of Interest; or
 - iii. fulfill the requirements pursuant to Clause 28 of the ITB; or
 - iv. fails to sign the Lease Agreement in accordance with Clause 29.2 of the ITB.

- 12.7. The Highest Bidder's Bid Security will be discharged upon the Bidder signing the Lease Agreement as prescribed in Clause 29.2 of the ITB.

13. Period of Validity of Bids

- 13.1. Bids shall remain valid for a period of 210 (Two hundred and Ten) calendar days after the Bid Opening Date.
- 13.2. The Ministry may solicit the Bidder's consent to an extension of the Bid Validity Period. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify the Bid. However, such Bidders may be required to extend the validity of the Bid Security if so required by the Ministry. The Bids of Bidders who decide not to accept any extension shall be rejected and their Bid Security shall be returned.

14. Format and Signing of the Bid

- 14.1. The Bidder shall bind all pages of the Bid in one volume.
- 14.2. The Bid shall be typed or written legibly in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Bid. All pages of the Bid, except for un-amended printed literature, shall contain the Bid Serial Number, and shall be initialed by the person signing the Bid.
- 14.3. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Bid.

15. Sealing and Marking of Bids

- 15.1. The Bidder shall prepare and submit one original of the Bid in a sealed envelope.
- 15.2. The envelope shall:
- a) be addressed to the Ministry at the address given in Clause 11 of the IFB.
 - b) bear the name "Bid for the lease of the *"Island name"* Republic of Maldives to develop, operate and manage of a Tourist Resort", and the statement; "**DO NOT OPEN BEFORE (TIME) hrs (DAY), (DATE)**" to be completed with the Bid Closing Time and the Bid Closing Date.
 - c) The envelope shall also indicate the Bidder's name, address and the Bid Serial Number. The Bid Serial Number shall be placed at the top right hand corner of the envelope.

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

D. SUBMISSION OF BIDS

16. Deadline for Submission of Bids

- 16.1. Bids must be received by the Ministry at the address specified under Clause 11 of the IFB, or at any other venue that the Government may announce. Any changes to the venue will be communicated no later than 48 (Fourty Eight) hours prior to the Bid Closing Time on the Bid Closing Date.
- 16.2. The Ministry may, at its discretion, extend the Bid Closing Date and/or the Bid Closing Time by Amendment to the Bidding Documents in which case, all rights and obligations of the Ministry and Bidders previously subject to the deadline will thereafter be subject to the deadline as amended.

17. Late Bids

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

18. Modification and Withdrawal of Bids

- 18.1. The Bidder may modify or withdraw the Bid after the Bid's submission provided that written notice of the modification, including substitution or withdrawal of the Bid, is received by the Ministry 48 (Fourty Eight) hours prior to the Bid Closing Time on the Bid Closing Date.
- 18.2. The Bidders' modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with Clause 14 and 15 of the ITB.
- 18.3. No Bid shall be modified or withdrawn after the Bid Closing Time on the Bid Closing Date.

E. OPENING AND EVALUATION OF BIDS

19. Opening of Bids by the Government

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

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

19.3. No Bid shall be rejected at the opening of Bids, except for Late Bids, which shall not be accepted by the Government or in any case be returned unopened to the Bidder pursuant to Clause 17 of the ITB.

20. Clarification of Bids

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

20.2. The Government may, at its discretion, request for re-submission of any documents submitted pursuant to **Clause 10** of the ITB, given that such a request does not prejudice or affect the relative ranking of any Bidder.

21. Preliminary Examination

21.1. The Ministry will examine the Bids to determine whether:

- a) the Bids are complete;
- b) the Bids have any computational errors;
- c) all the required documents have been furnished;
- d) the documents have been properly signed;
- e) The authenticity of documents submitted;
- f) the Bids are generally in order.

21.2. Arithmetical errors will be rectified on the following basis:

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

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

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

22. Evaluation and Comparison of Bids

22.1. The Ministry shall evaluate and compare Substantially Responsive Bids.

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

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

No #	Category	Marks (%)
1	<u>Pre-requisite:</u> Proof of financial capacity- As per the requirements specified in Clause 5 of the IFB.	Yes/No
2	Price (Lease Acquisition Cost (LAC)) (Proposed LAC by the bidder / Highest proposed LAC) x 90	90
3	Contribution to Tourism Trust Fund – Training fund (Proposed contribution to the training fund by the bidder / Highest proposed contribution to the training fund) x 10 <i>50% of this contribution has to be made as an upfront payment with the LAC. The pending contribution shall be made over a period of 5 years after the commencement of operations.</i>	10

22.5 The amount paid as Lease Acquisition Cost shall not be refundable nor shall it be deductible from any payments to be made by the Highest Bidder to the Government.

23. Determining the Highest Evaluated Bid

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

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

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

D. AWARD OF CONTRACT

24. Award Criteria

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

25. Government's Right to Annul the Bidding Process

- 25.1. The Government reserves the right to annul the whole Bidding process or the Bidding for the islands and reject all Bids for the islands at any time prior to the issuance of the Letter of Award, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Government's action.
- 25.2. No claim, demand, action or legal proceedings shall lie against the Government in respect of its action(s), decision(s) under Clause 25.1 of the ITB or the rejection of any Bid by the Ministry in accordance with the Bidding Documents.

26. Notification of Award

- 26.1. Prior to issuing the Letter of Award, the Ministry will check the information and documentation provided with the Application Form pursuant to Clause 12 of the IFB to determine its validity. Any incorrect or invalid information or documentation provided may lead to disqualification of the Bid.
- 26.2. Prior to the expiration of the Bid Validity Period, the Government will notify the Highest Bidder in writing, that the Bid has been accepted.
- 26.3. In the event the Highest Bidder; fails to or is unable to fulfill the conditions contained in the Letter of Award ; or declines to accept the Letter of Award, the Letter of Award issued to the Bidder shall be deemed terminated.
- 26.4. Where the Letter of Award is terminated in accordance with Clause 26.3 of the ITB, the Ministry shall issue the Letter of Award to the Second Highest Evaluated Bidder.
- 26.5. Any Letter of Award to the Second Highest Evaluated Bidder, shall be subject to the terms and conditions as that of the Letter of Award to the Highest Bidder and subject to the terms and conditions of these Bidding Documents.

- 26.6. In the event the Second Highest Bidder; fails to or is unable to fulfill the conditions contained in the Letter of Award; or declines to accept the Letter of Award, the Letter of Award issued to the Second Highest Bidder shall be deemed terminated.
- 26.7. In the event the Second Highest Evaluated Bidder who has been issued a Letter of Award; fails to; is unable to fulfill the conditions contained in the Letter of Award; or declines to accept the Letter of Award, and there is no Third Eligible Bidder, the Government shall annul the Bidding process.
- 26.8. Any Bidder whose Bid has been rejected pursuant to any Clause of the ITB shall indemnify and hold the Ministry harmless from any and all claims, demands and/or action that may arise directly or indirectly from or in connection with the rejection of the Bid by the Government.

27. Contacting the Government

- 27.1. Subject to Clause 20.1 of the ITB, no Bidder shall contact the Ministry or any of its employees on any matter relating to the Bid, from the Bid Closing Time to the time the Ministry issues Letter of Interest to the Highest Bidder.
- 27.2. Any effort by a Bidder to influence the Ministry in its decisions on Bid evaluation, Bid comparison, or the awarding of the contract may result in the rejection of the Bidder's Bid. Furthermore, no claim, demand, action or legal proceedings shall lie against the Ministry in respect of its action(s) or decision(s) under this Clause.

28. Payment of Lease Acquisition Cost

- 28.1 At the same time as the Ministry of Tourism issue to the Highest Bidder a Letter of Award which prescribes conditions to be fulfilled by the Highest Bidder, including but not limited to the condition that within 60 (Sixty) calendar days from the date of Letter of Award by the Ministry, the Highest Bidder shall pay to the Government the amount proposed to be paid as Lease Acquisition Cost as specified in the Bidding Documents.

(a) For Nalandhoo in Shaviyani Atoll, this 60 (Sixty) day period shall commence **after** the completion of the conditions stipulated in **Clause 8** of the Invitation for Bids (IFB)

- 28.2 Where the Second Highest Evaluated Bidder is issued with Letter of Award pursuant to ITB Clause 26.4 or 26.7, the same conditions shall be applicable including but not limited to the condition that within 60 (Sixty) calendar days from the date of

Letter of Award by the Ministry, the Second Highest Evaluated Bidder, shall pay to the Government the amount proposed to be paid as Lease Acquisition Cost as specified in the Bidding Documents.

28.3 In the event the Bidder fails to sign the Lease Agreement or fails to perform its obligations under the Lease Agreement the payment made pursuant to ITB Clause 28.1 shall not be refundable.

28.4 In the event the Bidder has completed the payment for the Lease Acquisition Cost, however is unable to sign the Lease Agreement due to any of the following reasons, their LAC shall be refunded by the Government.

- Failure on behalf of the Government to complete the necessary formalities and/or procedures.

- The Bidder has deemed the Awarded island to be unsuitable for development, pursuant to the environmental assessment conducted as per **Clause 9** of the IFB.

29. Signing of Contract

29.1. The Ministry of Tourism, after issuing of the Notification of Award to the Successful Bidder, as per Clause 28.1 or 28.2 , shall promptly provide a draft of the Lease Agreement.

29.2. The Successful Bidder shall sign the Lease Agreement upon fulfillment of all the conditions in Letter of Award, and the Ministry shall then execute the Lease Agreement with the Successful Bidder.

ANNEX I

Form 1: Bid Form

Date: -----

IFB No: -----

To: Ministry of Tourism, Republic of Maldives

Dear Sir/Madam,

After having examined the Bidding Documents including all addenda issued in connection with the Bidding Documents relating to the Invitation for Bids IFB No: ----- the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to lease, development operation and Management of a Tourist Resort on the "*island name*" having the geographical co-ordinates of "*coordinates stated*" shoreline in Atoll, Republic of Maldives.

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

[Refer to Clause 3.5 of the ITB]

Lease Acquisition Cost for the island: (amount in words and figures)

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

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

I/We undertake, if our Bid is accepted to development operation and Management Tourist Resort on the "*island name*" having the geographical co-ordinates of "*coordinates stated*" in Atoll, Republic of Maldives in accordance with the relevant laws and regulations and to pay the amounts proposed as Lease Acquisition Cost in accordance with Clause 28 of the ITB.

I/We agree to abide by this Bid for a period of 210 (Two Hundred and ten) calendar days from the Bid Opening Date under Clause 20 of the IFB, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Lease Agreement is prepared and executed, this Bid, together with your written acceptance thereof and your Letter of Interest, shall constitute a binding contract between us.

I/We confirm that I/we have not in any way been associated, in the preparation of this Bid, with an employee of the Ministry.

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

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

Date _____ 2023.

[name]

*(Identity Card Number and Address
for individual Bidders;
Or designation for legal entity)*

[signature]

Duly authorized to sign the Bid for and on behalf of _____

ANNEX II

Form 2: Bid Security Format

Whereas [*name of Bidder*] (hereinafter referred to as the “**Bidder**”) has submitted its Bid (Serial Number) dated [*date of submission of Bid*] for the lease, development, operation and management of a tourist resort on “*island name*” having the geographical co-ordinates of “*coordinates stated*” in Atoll, Republic of Maldives pursuant to the Invitation for Bids IFB No: dated 2023 (hereinafter referred to as the “**Bid**”);

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*address of bank*] (hereinafter referred to as the “**Bank**”), are bound unto the Government of Maldives represented by the Ministry of Tourism (hereinafter referred to as the “**Ministry**”) in the sum ofUnited States Dollars Only for which payment well and truly to be made to the said Government, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2023.

THE CONDITIONS of this obligation are:

A. If the Bidder:

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

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

- iii. refuses to accept the Award; or
- iv. fails to fulfill the requirements pursuant to Clause 28 of ITB in the Bidding Documents; or
- v. fails to sign the Lease Agreement in accordance with Clause 29 of the ITB in the Bidding Documents.

We undertake to pay to the Government the above amount upon receipt of its first written demand, without the Ministry having to substantiate its demand, provided that in its demand the Ministry will note that the amount claimed by it is owing to the occurrence of any of the above conditions.

This guarantee will remain in force up to and including [date:calendar days after Bid opening], and any demand in respect thereof should reach the Bank not later than the above date.

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

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

[seal and signature of the bank/financial institution]

SAMPLE

ANNEX III

Form 3: Proof of funds letter Format

Whereas [name of Bidder] (hereinafter referred to as the "Bidder") has submitted its Bid (Serial Number) dated [date of submission of Bid] for the lease, development, operation and management of a tourist resort on "island name" having the geographical coordinates of "coordinates stated" in Atoll, Republic of Maldives pursuant to the Invitation for Bids IFB No: dated 2023 (hereinafter referred to as the "Bid");

WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter referred to as the "Bank"), are bound unto the Government of Maldives represented by the Ministry of Tourism (hereinafter referred to as the "Ministry") in the sum of (*specified in Clause 5 of the IFB*) United States Dollars , the Bank binds itself, its successors, and assigns by these presents that this sum shall only be utilised for the development of the the tourist resort on "island name". Sealed with the Common Seal of the said Bank this _ day of __ 2023.

THE CONDITION of this obligation is that; This letter will remain in force for the construction period of 36 (Thirty Six) months from the date of signing the lease agreement, and any demand in respect thereof should reach the Bank not later than the above date.

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

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

[seal and signature of the bank/financial institution]

SAMPLE

ANNEX IV

MAP OF THE ISLANDS

1. Medhafushi in Haa Alif atoll ($7^{\circ}0'38''\text{N}$ $72^{\circ}56'2''\text{E}$)



2. Nalandhoo in Shaviyani Atoll ($6^{\circ}19'29.806''\text{N}$ $73^{\circ}13'41.862''\text{E}$)

