



**SECRETARIAT OF LH. HINNAVARU  
COUNCIL**

LH.HINNAVARU, REP.OF MALDIVES

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**ECONOMIC DEVELOPMENT AND SOCIAL SERVICE**

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**BIDDING DOCUMENT**

**FOR THE LEASE OF FOUR PLOTS OF LAND IN HINNAVARU IN LHAVIYANI  
ATOLL, REPUBLIC OF MALDIVES  
FOR THE DEVELOPMENT, OPERATION AND MANAGEMENT OF A GUEST HOUSE**

(SECRETARIAT OF LH. HINNAVARU COUNCIL)  
Republic of Maldives



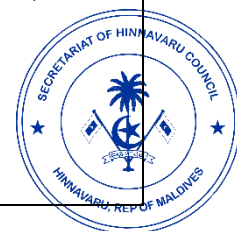
SECTION I - INVITATION FOR BIDS (IFB)



**Invitation for Bids** (hereinafter referred to as the “**IFB**”)**INVITATION FOR BIDS (THE “IFB”) FOR THE LEASE OF FOUR PLOTS OF LAND IN HINNAVARU IN LHAVIYANI ATOLL FOR THE DEVELOPMENT, OPERATION AND MANAGEMENT OF A GUEST HOUSE**

1. The Government of Maldives (hereinafter referred to as the “**Government**”) represented by the Secretariat of Hinnavaru Council (hereinafter referred to as the “**Council**”), hereby announces public tendering for the lease of four plots in Hinnavaru in Lhaviyani Atoll for the development, operation and management of a Guest house (hereinafter referred to as the “**Plot of Land**”), (a copy of the map of the Plot of Land is attached as **Annex III**).
2. The Council now invites sealed bids from eligible bidders, local and foreign (hereinafter referred to as the “**Bidder**”) for the acquisition of the leasehold rights of the above.
3. The plots of land shall be leased for a period of 50 (Fifty) years pursuant to Section 8 of the Law Number 2/99 (Maldives Tourism Act).
  - a) The highest bidder has to pay half of the rent payment after 6 months of acquiring the plot up to 24 months for the completion of the development, construction, and commencement of operation of tourist hotel/ guest house.
4. The Bidder is required to propose an amount of no less than Maldivian Rufiya 50,000/- , which shall be paid to the Council as the lease acquisition cost (hereinafter referred to as the “**LAC**”) of the Plot of Land, to be paid, on or before 60 (Sixty) days from date of the Letter of Award for the acquisition of the leasehold rights of the Plot of Land (hereinafter referred to as the “**LOA**”).
5. The Council shall evaluate and compare Substantially Responsive Bids and the Highest Bidder shall be selected based on the below criteria for the Plot of Land.

No #	Category	Marks (%)
1	<u>Proposal/ Content</u> Proof of financial capacity- 20% Equity of projected investment. <ul style="list-style-type: none"> <li>- Minimum number of rooms – ..... rooms (..... beds)</li> <li>- Minimum Investment Value per room</li> <li>- Minimum expected investment</li> </ul>	Yes/No



SECRETARIAT OF HINNAVARU COUNCIL

2	Price (Lease Acquisition Cost (LAC)) (Proposed LAC by the bidder / Highest proposed LAC x 100)	30
3	CSR	20
4	rent proposed for the land	50

6. 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 Plot of Land, confirming the suitability of the plot of land for development. In addition, a land survey report of the Plot of Land produced by an approved surveyor shall be submitted to the Council within the period of 60 (Sixty) calendar days stated herein.
7. The Highest Bidder shall pay the LAC pursuant to the terms of the LOA and failure of which will result in the following;
  - a) Cancellation of the LOA; and
  - b) Awarding a new LOA to the next Highest Bidder under the terms of clause 7.
8. Interested parties may obtain further information, on **14th November 2023**, at **1100hrs**, at the following address:

**Secretariat of Hinnavaru Council**

Lh.Hinnavaru

Republic of Maldives

Telephone: + (960) 6620301, 7980301

Email: [hinn.office@gmail.com](mailto:hinn.office@gmail.com)

9. An application form must be completed and submitted to the Council for the purposes of this IFB (hereinafter referred to as the "**Application Form**"). This Application form is available from the Council's reception or from the Council's community Viber and Facebook page.



10. The Application Form shall be accompanied by:

- a) If the Bidder is a registered business, a power of attorney granted to the person who will be signing the application form and tender documents. 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 registered business a copy of the registration certificate.

11. The Bidding Documents are non-transferable.

12. Each bidder shall submit only one bid for the plot of land

13. A Bid will not be disqualified or deemed invalid for the reason that it is the only Bid submitted for the purposes herein.

14. A pre-bid meeting to provide information for interested parties shall be held at **1100hrs., 14 November 2023** in the Council. (Pre bid meeting is not mandatory).

15. Bids must be delivered on **1100hrs on 21<sup>st</sup> November 2023** to the Council.

16. Bids will be opened in the presence of bidders or their representatives who choose to attend the event at **1100hrs on Tuesday 21<sup>st</sup> November 2023** at the office of the Council .

17. Any change to the venue for the will be announced through electronic media and posted on council community Viber and Facebook page. No further notification of the time, date and/or the venue for the events will be issued by the Council.

**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 Secretariat of Hinnavaru Council (hereinafter referred to as the **"Council"**), hereby announces public tendering for the lease of plots of land in Hinnavaru in Lhaviyani Atoll for the development, operation and management of a Guest house in (hereinafter referred to as the **"Plot of Land"**), (a copy of the map of the Plot of Land is attached as **Annex III**).

**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 Council as specified in Clause 19 of the IFB.

**"Bid Closing Time"** means the deadline for submission of Bids on the Bid Closing Date as Specified in Clause 19 of the IFB.

**"Bid Opening Date"** means the date specified for opening of Bids in Clause 20 of the IFB.

**"Bid Opening Venue"** means the venue specified in Clause 19 of the IFB or the venue announced in accordance with Clause 21 of the IFB.

**"Bid Serial Number"** means the serial number issued by the Council pursuant to Clause 14 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

**“Detailed Evaluation”** means the evaluation of Bids pursuant to Clause 20 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 Council to acquire the leasehold right of the Plot of Land which is the subject of this public tender announced by the Council 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 Secretariat of Hinnavaru Council for the Lease of the Plot of Land which is subject of this public tender.

**“Leaseholder”** means the Highest Bidder who sign the Lease Agreement and holds the leasehold rights over the Plot of Land.

**“Lease Rent”** means the lease rent payable in relation to the Plot of Land.

**“Letter of Awards”** means the Letter of Award for the acquisition of the leasehold rights of the Plot of Land issued by the Council to the Highest Bidder or to the next highest Bidder.

**“Plot of Land”** means the Plot of Land proposed pursuant to Clause 1.1 of the ITB.

**“Second Highest Evaluated Bid”** means the Bid scoring the second highest points pursuant to Clause 20 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 19.4 of the ITB.

“**Guest house**” 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 Hotel.

### 3. General Conditions of the Lease Agreement

- 3.1. The Plot of Land are ascertained for the development, operation and management of the **Guest house**
- 3.2. Lease Rent for the Plot of Land will be fixed in accordance with the Clause 7 of the Maldives Tourism Act (Law No. 2/99) and gazette
- 3.3. All Bidders are encouraged to inspect the Plot of Land and verify that the Plot of Land are suitable for the purpose for which the Plot of Land are tendered. Submission of a Bid for the lease of the Plot of Land shall be deemed as acceptance on part of the Bidder that the Plot of Land are suitable for the purpose for which the Plot of Land are tendered.
- 3.4. The council shall not be liable for any claim by a Bidder on the grounds that the Plot of Land are not suitable or appropriate for the development of a Tourist Hotel on any grounds.
- 3.5. The Bidder is required to propose an amount of no less than Maldivian Rufiya 50,000/- which shall be paid to the Council as the lease acquisition cost (hereinafter referred to as the “**LAC**”) of the Plot of Land, to be paid, on or before 60 (Sixty) days from date of the Letter of Award for the acquisition of the leasehold rights of the Plot of Land (hereinafter referred to as the “**LOA**”).
- 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 Council nor shall it be deductible from Lease Rent or any other rent or any other dues to the Council
- 3.7. The Council shall evaluate and compare Substantially Responsive Bids and the Highest Bidder shall be selected based on the proposed total amount to be paid as LAC for the Plot of Land and the criteria set by the council.
- 3.8. The period of lease for the Plot of Land shall be 50 (Fifty) years from the date of signing the Lease Agreement.
- 3.9. The highest bidder has to pay half of the rent payment after 6 months of acquiring the plot up to 24 months for the completion of the development, construction and commencement of operation of tourist hotel/ guest house.



#### 4. Eligible Bidders

- 4.1. This Invitation for Bids is open to registered businesses and foreign entities eligible to invest in this sector under class code I2 & I4 of the Foreign Direct Investment Policy.
- 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 Council will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. However, upon submission of the Bid to the Council, the Bid will become the absolute property of the 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 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 11 of the IFB
  - b) the Instructions to Bidders (ITB)
    - i. Bid Forms: (Annex I Sample Form 1)
    - ii. Map of the Plot of Land (Annex III)
  - c) any Amendments issued by the Council in accordance with the Bidding Documents.
- 6.2 The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required or to submit 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 Council in writing at the address indicated in Clause 10 of the IFB. All requests and clarifications issued by the Council 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 Council 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 Council, 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 Amendments(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 Council community Viber, Council's official Facebook page and Gazette prior to the deadline for the submission of the Bid .
- 8.3 The Council 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 either in the English or Dhivehi language with the exception of those in the Dhivehi language issued by the relevant authorities of the Government of Maldives.

**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) Proof of funds in the form of Bank Statement or a Bank Guarantee.



- c) 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 bind the Bidder. This shall not be applicable to individual Bidders signing their own Bids.
- d) National Identity Card / Passport (Individual Bidders and the person assigned to sign from a business entity)
- e) Registration certificate of Companies/partnerships.
- f) Business profile or Curriculum Vitae

10.2 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 Council.

## 11. Bid Currency

The Bidder shall quote all the prices in Maldivian Rufiyaa.

### Period of Validity of Bids

- 11.1 Bids shall remain valid for a period of 150 (One hundred and Fifty) calendar days after the Bid Opening Date.
- 11.2 The Council may solicit the Bidder's consent to an extension of the Bid Validity Period. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify the Bid.

## 12. Format and Signing of the Bid

- 12.1 The Bidder shall bind all pages of the Bid in one volume.
- 12.2 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.
- 12.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Bid.

## 13. Sealing and Marking of Bids

- 13.1 The Bidder shall prepare and submit one original of the Bid in a sealed envelope.
- 13.2 The envelope shall:



- a) be addressed to the Council at the address given in Clause 10 of the IFB.
- b) bear the name “Bid for the lease of plots of land in Hinnavaru in Lhaviyani Atoll, Republic of Maldives to develop, operate and manage of a Tourist Hotel”, and the statement; “DO NOT OPEN BEFORE 1100hrs on Tuesday, 21 November 2023” to be completed with the Bid Closing Time and the Bid Closing Date.
- c) The envelope shall also indicate the Bidder’s name, address. Details shall be placed at the top right-hand corner of the envelope.
- 13.3 If the envelope is not sealed and marked as required by Clause 15.2 of the ITB, the Council will assume no responsibility for the Bid’s misplacement or premature opening.

#### D. SUBMISSION OF BIDS

##### 14. Deadline for Submission of Bids

- 14.1 Bids must be received by the Council at the address specified under Clause 10 of the IFB at announced Bid Closing Time on the Bid Closing Date.( 21<sup>st</sup> November 2023 at 1100hrs)
- 14.2 The Council may, at its discretion, extend the Bid Closing Date and/or the Bid Closing Time by Amendment to the Bidding Documents in which case, all rights and obligations of the Council and Bidders previously subject to the deadline will thereafter be subject to the deadline as amended.

##### 15. Late Bids

- 15.1 Bids will not be accepted by the Council after the Bid Closing Time on the Bid Closing Date( 21<sup>st</sup> November 2023 at 1100hrs).

##### 16. Modification and Withdrawal of Bids

- 16.1 The Bidder may withdraw the Bid after the Bid’s submission provided that written notice of the withdrawal of the Bid, is received by the Council prior to the Bid Closing Time on the Bid Closing Date.
- 16.2 No Bid shall be modified after submission.
- 16.3 No Bid shall be withdrawn after the Bid Closing Time on the Bid Closing Date.



**E. OPENING AND EVALUATION OF BIDS****17. Opening of Bids by the Government**

- 17.1 The Council shall open all Bids in the presence of Bidders or their representatives, who choose to attend the event, at the Bid Closing Time on the Bid Closing Date. The Bidders or their representatives who are present shall sign a register evidencing their attendance.
- 17.2 The Bidders' names, withdrawals, and such other details as the Council at its discretion, may consider appropriate, will be announced and/or displayed at the opening of the Bid.
- 17.3 No Bid shall be rejected at the opening of Bids, except for Late Bids, which shall not be accepted by the Council or in any case be returned unopened to the Bidder pursuant to Clause 17 of the ITB.

**18. Clarification of Bids**

- 18.1 During the evaluation of the Bids, the Council 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.

**19. Preliminary Examination**

- 19.1 The Council 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 Bids are generally in order.
- 19.2 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.

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

19.4 Prior to the detailed evaluation, pursuant to Clause 22 of the ITB, the Council 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.

**20. Evaluation and Comparison of Bids**

20.1 The Council shall evaluate and compare Substantially Responsive Bids.

20.2 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.

20.3 Bids will be evaluated based on the below criteria for the Plot of Land.

No #	Category	Marks (%)
1	<u>Proposal/ Content</u> Proof of financial capacity- 20% Equity of projected investment. - Minimum number of rooms – .... rooms (..... beds) - Minimum Investment Value per room - Minimum expected investment	Yes/No
2	Price (Lease Acquisition Cost (LAC)) (Proposed LAC by the bidder / Highest proposed LAC x 100)	30
3	CSR	20
4	Rent proposed for the land	50

20.4 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.

**21. Determining the Highest Evaluated Bid**

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



- 21.2 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.
- 21.3 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

##### 22. Award Criteria

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

##### 23. Council's Right to Annul the Bidding Process

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

##### 24. Letter of Award

- 24.1 Prior to issuing the Letter of Award, the Council will check the information and documentation provided with the Application Form pursuant to Clause 11 of the IFB to determine its validity. Any incorrect or invalid information or documentation provided may lead to disqualification of the Bid.
- 24.2 Prior to the expiration of the Bid Validity Period, the Council will notify the Highest Bidder in writing, that the Bid has been accepted.





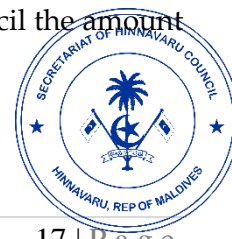
- 24.3 In the event the Highest Bidder; fails to or is unable to fulfill the conditions contained in the Letter of Award ; or declines to accept the Letter of Award, the Letter of Award issued to the Bidder shall be deemed terminated.
- 24.4 Where the Letter of Award is terminated in accordance with Clause 26.3 of the ITB, the Council shall issue the Letter of Award to the Second Highest Evaluated Bidder.
- 24.5 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.
- 24.6 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.
- 24.7 In the event the Second Highest Evaluated Bidder who has been issued a Letter of Award; fails to; is unable to fulfill the conditions contained in the Letter of Award; or declines to accept the Letter of Award, the Council shall annul the Bidding process.
- 24.8 Any Bidder whose Bid has been rejected pursuant to any Clause of the ITB shall indemnify and hold the Council harmless from any and all claims, demands and/or action that may arise directly or indirectly from or in connection with the rejection of the Bid by the Government.

**25. Contacting the Council**

- 25.1 Subject to Clause 20.1 of the ITB, no Bidder shall contact the Council or any of its employees on any matter relating to the Bid, from the Bid Closing Time to the time the Council issues Letter of Award to the Highest Bidder.
- 25.2 Any effort by a Bidder to influence the Council 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 Council in respect of its action(s) or decision(s) under this Clause.

**26. Payment of Lease Acquisition Cost**

- 26.1 At the same time as the Council 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 Council, the Highest Bidder shall pay to the Council the amount



proposed to be paid as Lease Acquisition Cost as specified in the Bidding Documents.

- 26.2 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 Council, 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
- 26.3 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.

## 27. Signing of Contract

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



**ANNEX I**

**Form 1: Bid Form**

Date: -----

To: Secretariat of Hinnavaru Council, 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 Guest house on the .....Square Feet of land in Hinnavaru in Lhaviyani Atoll Republic of Maldives.

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

[Refer to Clause 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 Council 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 plot of land for the purpose for which the plot of land is tendered.

I/We undertake, if our Bid is accepted to development operation and Management Guest house on the .....Square Feet of land in Hinnavaru, in Lhaviyani 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 150 (One Hundred and Fifty) 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 Award, shall constitute a binding contract between us.

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

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

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

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

\_\_\_\_\_  
[name]

\_\_\_\_\_  
[signature]

(Identity Card Number and Address

for individual Bidders;

Or designation for legal entity)

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



(ANNEX II) MAP OF THE PLOT OF LAND

