BIDDING DOCUMENT

FOR THE LEASE OF LANDS IN ADDU CITY TO DEVELOP TOURIST GUEST HOUSES

ADDU CITY COUNCIL

Republic of Maldives

31st October 2019

CITY OF ADDU

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SECTION I – INVITATION FOR BIDS

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بسم الله الرحمن الرحيم

Secretariat of Addu City Council,
Addu City, Maldives

Date: 31st October 2019

Invitation for BIDs

Regarding Invitation for Bids (IFB) for the Lease, Development and Operation of Tourist Guesthouse and City Hotel in Addu City,

Reference No: (IUL) 426-AB/426/2019/360 (03rd October 2019)

Purpose

The President of Maldives, HE Ibrahim Mohamed Solih declared to develop 8000 tourist beds in Addu. To achieve this, tourism zones are allotted and approved by the President to develop local tourism in Addu.

Addu City Council, with direct supervision of the Ministry of Tourism, is undertaking this project of leasing lands for development and operation of guest houses and hotels in the tourism zones.

Objectives

This project is carried out to achieve the objectives of creating job opportunities to minimize the unemployment rate among youth and to stimulate the economy of Addu City by enhancing private sector investments in local tourism.

1. The Addu City Council (the "**Council**"), representing the Government of Maldives, hereby announces Amendments to Invitation for Bids (the "IFB") for the Lease, Development and Operation of Tourist Guesthouse and City Hotel in Addu City Reference No: (IUL) 426-AB/426/2019/360, (03 October 2019)

2. The Addu City Council (the "**Council**"), representing the Government of Maldives, hereby announces IFB for lease and development of guesthouses on designated Tourism Zones Listed below.

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(i) HITHADHOO

Hadhdhoo Tourism Zone (S2) Maamenn Beach

Land Area: 3.7 hectare

Description: Maamenn Beach is located on the ocean side of Hithadhoo, west of Addu Equatorial Hospital. The 3.7 hectares of beach front land is allocated for guest houses, hotels and support services. From this zone, 4 plots are allocated for Hotels and 26 plots are allocated for Guest Houses. Other plots allocated for tourism related facilities, commercial activities and support services. Lands leased from this zone to develop Guest Houses (2400sqft, 3000sqft and 5000sqft) and hotels (7000sqft and 10000sqft) are detailed below.

Details of Land Plots

Size of Land (Sqft)	Land Category	No of Plots	No of Rooms
2400	E	10	10
3000	D	9	15
5000	C	7	25
7000	B	2	35
10000	A	2	60
Total No of Plots		**30**	

A copy of the map of Hadhdhoo Tourism Zone is attached as Annex I.

(ii) FEYDHOO

Dhigihera Tourism Zone (S4) Savaa Beach

Land Area: 3.2-hectare

Description of zone: Savaa Beach is within the newly reclaimed land on the western side of Feydhoo opposite Savaaheli Island. Savaa Beach is two km away from Addu International Airport. The 3.2 hectares of beach front land is allocated for guest houses, hotels and support services. From this zone, 4 plots are allocated for Hotels and 20 plots are allocated for Guest Houses. Other plots will be allocated for tourism related facilities, commercial activities and support services. Lands leased from this zone to develop Guest Houses (2400sqft, 3000sqft and 5000sqft) and hotels (7000sqft and 10000sqft) are detailed below.

Details of Land Plots

Size of Land (Sqft)	Land Catagory	No of Plots	No of Rooms
2400	E	9	10
3000	D	5	15
5000	C	6	25
7000	B	2	35
10000	A	2	60
Total No of Plots		**24**	

A copy of the map of Dhigihera Tourism Zone is attached as Annex II.

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(iii) HULHUDHOO

Name: Maafishi Tourism Zone (S6) Kayvah Beach

Land Area: 4.65 hectare

Description of zone: Kayvah Beach is located at the south tip of Hulhudhoo near Canareef Resort. From this zone, 5 plots are allocated for Hotels and 20 plots are allocated for Guest Houses. Other plots will be allocated for tourism related facilities, commercial activities and support services. Lands leased from this zone to develop Guest Houses (2400sqft, 3000sqft and 5000sqft) and hotels (7000sqft and 10000sqft) are detailed below.

Details of Land Plots

Size of Land (Sqft)	Land Catagory	No of Plots	No of Rooms
2400	E	8	10
3000	D	6	15
5000	C	6	25
7000	B	3	35
10000	A	2	60
Total No of Plots		**25**	

A Copy of the map of Maafishi Tourism Zone is attached as Annex III.

(iv)MEEDHOO

Mulimathi Tourism Zone (S1) Koagan Beach

Land Area: 3.0-hactare

Description of zone: Koagan Beach is at the north tip of Meedhoo, near *Koagandnu;* a site declared as a heritage site by the government of Maldives. From this zone, 3 plots are allocated for Hotel and 13 plots are allocated for Guest Houses. Other plots will be allocated for tourism related facilities, commercial activities and support services. Lands leased from this zone to develop Guest Houses (2400sqft and 5000sqft) and hotels (7000sqft and 10000sqft) are detailed below.

Details of Land Plots

Size of Land (Sqft)	Land Catagory	No of Plots	No of Rooms
2400	E	6	10
5000	C	7	25
7000	B	1	35
10000	A	2	60
Total No of Plots		**16**	

A Copy of the map of Mulimathi Tourism Zone is attached as Annex IV.

3. The Lands will be leased for a maximum period of 50 (Fifty) years pursuant to section 8 of the Tourism Act (Law No. 2/99).

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4. Interested parties may obtain further information, inspect and purchase the Bidding Documents from **31st day of October 2019** up to the **28th day of November 2019**, between **09:00 am to 12:00 pm** at the following address:

   Secretariat of the Addu City Council
   Medheaari Magu
   Republic of Maldives
   Telephone: +960 6885003
   Email: planning@adducity.gov.mv

5. Bidding Documents may be purchased on submission of an application form to the address in IFB Clause 4. The application form can be collected from the Secretariat of the Addu City Council

6. The price of a set of Bidding Documents for individuals or companies/partnerships registered or re-registered in the Republic of Maldives with 100% Maldivian ownership shall be MVR 2,000.00 (Maldivian Rufiyaa Two Thousand) and for foreigners **USD $300.** (United States Dollars Three Hundred). Payment for the bid document is non-refundable.

7. The following shall be submitted with the application form:

   a) Documentary evidence of applicants (Copy of national identity card or passport for individuals, copy of registration certificate of the business).

   b) Payment for the Bidding Documents as specified in Clause 6 of the IFB.

8. Up-on payment for Bidding Documents, a receipt shall be issued which shall include the Bid Serial Number.

9. The Bidding Documents and the Bid Serial Numbers are non-transferable.

10. Each Bidder shall submit only one Bid for each category from each zone.

11. A pre-bid meeting to provide information for interested parties shall be held on ***14.th day of November 2019 at 10:00 hrs.*** **at the** ***Equator Village, Gan, Addu City,*** or any other venue that the Council may announce.

12. Bid Submission and Bid Opening

12.1 Bidders or their representatives must be present with sealed Bids 10 minutes before the start of the Bid opening event (specified in the table below), at the address in IFB Clause 4 or any other venue that the Council may announce.

12.2 Bids will be opened in the presence of Bidders or their representatives who choose to attend the event (date and time specified in the table below), at the Conference Hall of the ***Secretariat of the Addu City Council, Addu City*** or at any other venue that the Council may announce.

Tourism Zone	**Date and Time**
Hithadhoo Hadhdhoo Tourism Zone	22nd December 2019, Sunday at 10:00 Hrs. Zone S2- Category E at 11:30 Hrs. Zone S2 - Category D at 14:00 Hrs. Zone S2 - Category C
Feydhoo Dhigihere Tourism Zone	23rd December 2019, Monday at 10:00 Hrs. Zone S4 - Category E at 11:30 Hrs. Zone S4 - Category D at 14:00 Hrs. Zone S4 - Category C
Hulhudhoo Maafishi Tourism Zone	24th December 2019, Tuesday at 10:00 Hrs. Zone S6 - Category E at 11:30 Hrs. Zone S6 - Category D at 14:00 Hrs. Zone S6 - Category C
Meedhoo Mulimathi Tourism Zone	25th December 2019, Thursday at 10:00 Hrs. Zone S1 - Category E at 11:30 Hrs. Zone S1 - Category C

13. Reference clock GMT+5. Bidders are strictly advised to be present 10 minutes before the set time.

14. Any changes of venue for the events pursuant to IFB Clause 11 and 12 will be announced through the print and electronic media. No further notification of the time, date and/or the venue for the events will be issued by the Addu City Council.

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SECTION II - INSTRUCTIONS TO BIDDERS (ITB)

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INTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. Background

Addu City Council representing the Government of Maldives, hereby announces public tendering for the Lease of 79 Plots of land (" Lands") on the City of Addu ("City") for the development of Tourist Guest Houses. A Copy of the Map of the Lands are attached in Annex I to Annex IV

2. Definitions

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 Submission Date" means the last date on which a Bid will be accepted by the Council as specified in Clause 12.2 of the IFB.

"Bid Closing Time" means the deadline for submission of Bids on the Bid Submission Date as Specified in Clause 12 of the IFB.

"Bid Opening Date" means the date specified for opening of Bids in Clause 12 of the IFB.

"Bid Opening Venue" means the venue specified in Clause 12 of the IFB or the venue announced in accordance with Clause 13 of the IFB.

"Bid Serial Number" means the serial number issued by the Council pursuant to Clause 8 of the IFB.

"Bid Validity Period" means the Bid validity period defined in Clause 13 of the ITB.

"Bid" means all the documents specified in Clause 10 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.

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"**Bidding Documents**" means these bidding documents issued by the Council pursuant to its invitation for Bids under reference IFB No: IUL) 426-AB/426/2019/360 dated 3rd day of October 2019 and more fully described in Clause 6 of the ITB.

"Council" means the Addu City Council

"Detailed Evaluation" means the evaluation of Bids pursuant 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.

"Lands" means Plots categorized as C,D,E, on Specified Tourism Zones as S1, S2, S4 and S6 in Addu City on the maps attached in Annex I to Annex IV. pursuant to clause 2 of the IFB.

"Late Bids" means Bids delivered at the council after the Bid Opening Time on the Bid submission Date.

"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 Lands which is the subject of this public tender.

"Leaseholder" means the Successful Bidder who sign the Lease Agreement and holds the leasehold rights over the Lands.

"Lease Rent" means the lease rent payable in relation to the Lands.

"Notification of Award" means the notification issued by the Council to the Successful Bidder or the Second Highest Evaluated Bidder as the case may be.

"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 that has been determined to be substantially responsive pursuant to Clause 21 of the ITB.

"Successful Bidder" means the Bidders who submits the Highest Evaluated Bids subject to Clause 22 of the ITB.

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"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.

3. General Conditions of Lease

3.1. The Land Plots detailed in Clause 2 of the IFB as 2400sqft Land Plots, 3000sqft Land Plots and 5000sqft Land Plots are ascertained for the development of Tourist Guest Houses.

3.2. Lease Rent for the Lands shall be paid in accordance with and in the manner stipulated in the Section 7 of the Law No. 2/99 (i.e. Section 3 of the Second Amendment to the Tourism Law (Law No. 2/99) and relevant regulations made therein under.

3.3. All Bidders are encouraged to inspect the Lands allocated and verify that the Lands allocated is suitable for the purpose for which the Lands allocated is tendered. Submission of a Bid for the lease of the Lands shall be deemed as acceptance on the part of the Bidder that the Lands are suitable for the purpose for which the Lands are tendered.

3.4. The Council shall not be liable for any claim by a bidder on the grounds that the Lands are not suitable or appropriate for the Tourist Guest House development on any grounds.

3.5. Number of rooms per plot must be in conformity to the numbers specified in Clause 2 of the IFB.

3.6. Building height restriction of 14 meters shall be observed within the tourism zones.

3.7. Building ground floor level footprint is restricted to: -

i. 1000mm offset from the boundary line of the plot for category C plots

ii. 750mm offset from the boundary line of the plot for category D and E plots.

3.8. The lease of the Lands shall be a maximum period of 50 (Fifty) years pursuant to section 8 of the Tourism Act (Law No. 2/99) from the date of signing the Lease Agreement.

3.9. Each bidder shall produce a separate CSR Budget Plan as their Corporate Social Responsibility (CSR) project for each plot of Land. Corporate Social Responsibility CSR project shall not be less than 10% of the Investment.

i. Each winning Bidder shall submit their CSR Project details to the Council and shall obtain the approval before the end of the 24th month from the date of the signing of the agreement.

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ii. The approved CSR Project shall be executed before the end of the 6th year from the date of the signing of the agreement.

3.10. Lease Rent for the Lands shall be payable commencing from 24 (Twenty Four) months from the date of signing the Lease Agreement. Lease Rent for the Lands shall be paid quarterly installments in advance before the commencement of the quarter for which such payment is due.

3.11. The Successful Bidders shall erect a temporary boundary of the plot up to a minimum of 4ft within 2 months from the date of signing the Lease Agreement.

3.12. For the avoidance of doubt The Successful Bidders will be given 24 (Twenty-Four) months from the date of signing the Lease Agreement for the completion of the development, construction of the Tourist Guest House and commencement of operation.

3.13. For the avoidance of doubt the Successful Bidder shall complete the CSR projects mentioned in Clause 3.9 of ITB within a maximum period of 72 (Seventy-Two) months from the date of signing the Lease Agreement.

4. Eligible Bidders

4.1. This Invitation for Bids is open to individuals, partnerships and companies, local and foreign. 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 any employee of the Secretariat of the Addu City Council and the Ministry of Tourism, Maldives. 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 council, and the Bidder will not have any right whatsoever to claim back any of the documentation or material comprising the Bid.

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

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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) Map of the Lands (Annex I to Annex IV)

b) Application Form to be submitted pursuant to Clause 5 of the IFB

c) Instructions to Bidders (ITB)

i. Bid Form: (Annex V Sample Form 1)

ii. Bid Security Form: (Annex VI Sample Form 2)

d) 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 IFB Clause 4. All requests and clarifications issued by the Council shall be in writing. All requests for clarifications shall include the Bid Serial Number.

i. Prospective Bidders shall submit requests for clarification before 1400hrs on 16th December 2019.

7.2 Confirmation of availability of lines of credit and other financial resources to the bidder.

7.3 All clarifications shall be sought and/or provided only as specified in Clause 6.1 of the ITB. The Council shall not be responsible for any clarifications sought and/or provided in any other manner of whatsoever nature.

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8. Amendments to Bidding Documents

8.1 At any time prior to the deadline for 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 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 **notice board** of the Council and **the government newspaper**, prior to the deadline for Bid submission.

8.3 In order to allow prospective Bidders reasonable time in which to take the amendment(s) into account in preparing their Bids, or for any other reason, the Council at its discretion, may extend the deadline for the submission of Bids.

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 Council shall be written in English language with the exception of those in Dhivehi 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 V.

b) Bank Guarantee (Bid Security) furnished in accordance with Form 2 in Annex VI.

c) Documentary evidence (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) Documents indicating the resources and capacity to establish a Tourist Guest House.

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e) Budget Plan of Corporate Social Responsibility (C.S.R)

f) Human Resource Plan.

g) Marketing Plan.

h) Financial Plan.

10.2 The Bidder shall complete and submit all the documents in ITB Clause 10.1. Any deviation from the requirements of submitting the above documents will be determined non-responsive and disqualified by the Council.

11. Bid Currency

Unless otherwise required in the tender documents, the bidder shall quote all the prices in United States Dollar.

12. Bid Security

12.1 The Bidder shall submit a Bank Guarantee as Bid Security amounting to as mentioned below, issued by a reputable financial institution acceptable to the Council, in accordance with Form 2 in Annex VI of the Bidding documents, and valid for 60 (Sixty) calendar days beyond the Bid Opening Date.

i. USD 2,400 for land plots in category E

ii. USD 3,000 for a land plots in category D

iii. USD 5,000 for a land plots in category C

12.2 Any Bid not accompanied by a Bank Guarantee as Bid security in accordance with Clause 6.1 of ITB will be determined non-responsive and disqualified by the Council.

12.3 The Council may require the validity of the Bank Guarantee (Bid Security) to be extended, in which case Bidders will be required to submit a Bank Guarantee (Bid Security) with extended validity as requested by the Council.

12.4 Bank Guarantee (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 Notification of Award by the Council to the Successful Bidder.

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12.5 The Bank Guarantee (Bid Security) of all Responsive Bidders shall be discharged or returned upon the Successful Bidders signing the Lease Agreement.

12.6 The Council will forfeit the Bank Guarantee (Bid Security) if the Bidder:

a) Withdraws its Bid during the Bid Validity Period; or

b) Does not accept Amendments made to or correction of errors in the Bidding Documents in accordance with Clause 8 of the ITB; or

c) If the Bidder, having been issued with Notification Award by the Council during the Bid Validity Period:

i. refuses to accept the award; or

ii. Fails to sign the Lease Agreement in accordance with Clause 28 of the ITB.

12.7 The Successful Bidder's Bank Guarantee (Bid security) will be discharged upon the Bidder signing the Lease Agreement as prescribed in Clause 28 of the ITB.

13. Period of Validity of Bids

13.1 Bids shall remain valid for a period of 60 (Sixty) calendar days after the Bid Opening Date.

13.2 The Council may solicit the Bidder's consent to an extension of the Bid Validity Period. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify the Bid. However such Bidders may be required to extend the validity of the Bank Guarantee (Bid Security) if so required by the Council. The Bids of Bidders who decide not to accept any extension shall be rejected and their Bank Guarantees (Bid Security) shall be returned forthwith.

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.

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15. Sealing and Marking of Bids

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

15.2 The envelope shall:

a) Be addressed to the Council at the address given in Clause 4 of the IFB.

b) Bear the name "Bid for the lease of the Plot of Lands to develop Tourist Guest House in (Zone, Land category) in Addu City".

c) The envelope shall also indicate the name, address and the Bid Serial Number of the Bidder. 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 ITB Clause15, the Council 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 Council as specified under Clause 12 of the IFB.

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

17. Late Bids.

Bids will not be accepted by the Council after the Bid Opening Time on the Bid Submission Date specified under clause 12 of the IFB

18. Modification and Withdrawal of Bids

18.1 No Bid shall be modified or withdrawn after the Bid Opening Time on the Bid Submission Date.

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E. OPENING AND EVALUATION OF BIDS

19. Opening of Bids by the Council

19.1 The Council shall open all Bids in the presence of Bidders or their representatives, who choose to attend the event, at the Bid Opening Time on the Bid Submission Date specified under clause 12 of the IFB. The Bidders or their representatives who are present shall sign a register evidencing their attendance.

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

19.3 No Bid shall be rejected at Bid opening, except for Late Bids, which shall not be accepted by the Council pursuant to ITB Clause 17.

20. Clarification of Bids

During 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.

21. Preliminary Examination

21.1 The Council will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether the required documents have been furnished, whether the documents have been properly signed, and the Bids are generally in order.

21.2 Arithmetical errors will be rectified on the following basis. 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. If there is a discrepancy between words and figures, the amount in words shall prevail.

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

21.4 Prior to the detailed evaluation, pursuant to ITB Clause 22, the Council will determine Substantially Responsive Bids in accordance with the Bidding Documents. For purposes of these Clauses, a Substantially Responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents.

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22. Evaluation and Comparison of Bids

22.1 The Council shall evaluate and compare Substantially Responsive Bids.

22.2 The evaluation of a Bid will 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:

i. **Proposed Financial plan which Shall carry a maximum of 30 marks.**
   a. Proof of finance (15 marks)
   b. Financial Strength (10 marks)
   c. Amount of Investment (5 marks)

ii. **Proposed Building Concept, which Shall carry a maximum of 5 marks.**

iii. **Technical Capability in the relevant field which Shall carry a maximum of 20 marks**
   a. Owning / developing / operating a tourist resort, Safari, hotel guest house (10 marks)
   b. Executive level experience (7 marks)
   c. Below the executive level (3 marks)

iv. **Proposed Eco-friendly approach which Shall carry a maximum of 10 marks.**
   a. Green energy (5 marks)
   b. Zero plastic approach (5 marks)

v. **Proposed plan for service delivery which Shall carry a maximum of 10 marks**
   a. 1-12 months (10 marks)
   b. 13 – 15 months (9 marks)
   c. 16 – 18 months (7 marks)
   d. 19 – 21 months (6 marks)
   e. 22 – 24 months (5 marks)

vi. **Proposed Human Resource plan which Shall carry a maximum of 5 marks.**
   a. Percentage of Locals: Not less than 50% (2 marks)
   b. Percentage of locals: more than 60% (4 marks)
   c. Employee benefit Plan (1 mark)

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vii. **Proposed Corporate Social Responsibility (C.S.R) project which shall carry a maximum of 5 marks. (CSR project shall not be less than 10% of the Investment pursuant to Clause 3.9 of the ITB). 5 marks**

a. 11 to 15% of the total investment (2 marks)
b. Above 15% of the total investment (5 marks)

viii. **Proposed Marketing Plan which shall carry a maximum of 15 marks.**

a. Market Research (5 marks)
b. Product (5 marks)
c. Marketing Strategy (5 marks)

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 V. The Bidder who then proposes to finish the CSR project before 24 (Twenty-Four) months shall be determined to be the successful Bidder.

F. AWARD OF CONTRACT

24. Award Criteria

The Council will choose as the Successful Bidders, the Bidders whose Bids have been determined to be the Highest Evaluated Bids from amongst the Substantially Responsive Bids for each category as stated in the below table.

Zone: S2 Maamenn Beach

Land Categories	No of Plots	No of Bidders to be selected
C	7	7
D	9	9
E	10	10

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Zone: S4 Savaa Beach

Land Categories	No of Plots	No of Bidders to be selected
C	6	6
D	5	5
E	9	9

Zone: S4 Kayvah Beach

Land Categories	No of Plots	No of Bidders to be selected
C	6	6
D	6	6
E	8	8

Zone: S1 Koagan Beach

Land Categories	No of Plots	No of Bidders to be selected
C	7	7
E	6	6

24.1 Where the number of Substantially Responsive bidders exceed the number of plots to be leased out in each category, the Successful bidders shall be selected on the basis of bidders with the highest marks.

24.2 Where the number of Substantially Responsive bidders are less than or equal to the number of plots to be leased out in each category, all Substantially Responsive bidder shall be deemed as a successful bidder.

24.3 For each category, Priority order by which the successful bidders will select Land Plots are to be determined by descending order of Marks obtained by Successful Bidders, whereby the Bidder with the Highest marks getting the foremost priority.

25. Council's Right to Annul the Bidding Process

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

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

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26. Notification of Award

26.1 Prior to the Notification of Award, the Council will check the information and documentation provided with the Application Form pursuant to IFB Clause 7 to determine their validity. Any incorrect or invalid information or documentation provided may lead to disqualification of the Bid.

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

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

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

26.5 Any Notification of Award to a successful Bidder pursuant to clause 26.4 of the ITB, shall be subject to the terms and conditions as that of the Notification of Award to the Highest Evaluated Bidders and subject to the terms and conditions of these Bidding Documents.

26.6 Where the Notification of Award is terminated in accordance with Clause 26.3 of the ITB, the Council shall issue Notification of Award to the Next Highest Evaluated Bidder.

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

27. Contacting the Council

27.1 Subject to ITB Clause 20, 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 Notification of Award to the Successful Bidder.

27.2 Any effort by a Bidder to influence the Council in its decisions on Bid evaluation, Bid comparison, or contract award 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.

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28. Signing of Contract

28.1 At the same time as the Council notifies the successful Bidder that the Bid has been accepted, the Ministry of Tourism shall issue to the Successful Bidder a letter of interest ("LOI") which provides conditions to be fulfilled by the Successful Bidder.

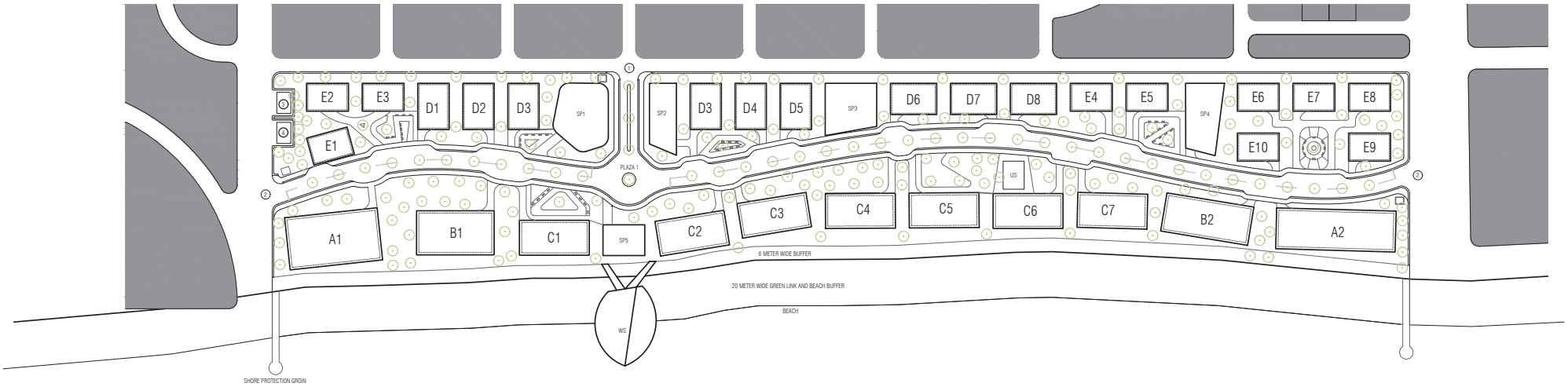
28.2 The Ministry of Tourism shall provide the Successful Bidder the draft Lease Agreement.

28.3 The Successful Bidder shall sign the Lease Agreement upon fulfillment of all the conditions in LOI, the Ministry shall then execute the Lease Agreement with the Successful Bidder. The Successful Bidder shall sign the Lease Agreement within 14 (Fourteen) calendar days.

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ANNEX I

Map of the land allocated in Hithadhoo as Hadhdhoo Tourism Zone



LOT #	TYPE	AREA	MAX HEIGHT
A1 - A2	HOTEL	10000 SQFT	4 FLR / 14.0 M
B1 - B2	HOTEL	7000 SQFT	4 FLR / 14.0 M
C1 - C7	GUEST HOUSE	5000 SQFT	4 FLR / 14.0 M
D1 - D8	GUEST HOUSE	3000 SQFT	4 FLR / 14.0 M
E1 - E10	GUEST HOUSE	2400 SQFT	4 FLR / 14.0 M

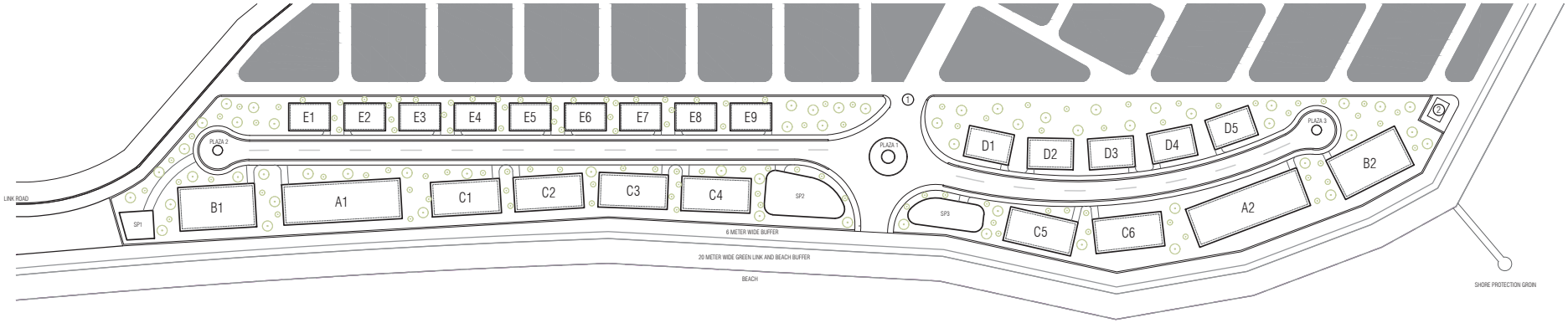
SP1 - SP5: SUPPORT BUILDING
WS: OVER WATER AND BEACH PAVILION
US: UTILITY SERVICE
① MAIN ACCESS ENTRY & EXIT
② CONTROLLED SERVICE ACCESS
③ POWER TRANSFORMER STATION
④ WASTE COLLECTION POINT

HITHADHOO TOURISM ZONE S2 PLOT ARRANGEMENT

0 5 15 30 50 100M

ANNEX II

Map of the land allocated in Feydhoo as Dhigihere Tourism Zone



LOT #	TYPE	AREA	MAX HEIGHT
A1 - A2	HOTEL	10000 SQFT	4 FLR / 14.0 M
B1 - B2	HOTEL	7000 SQFT	4 FLR / 14.0 M
C1 - C6	GUEST HOUSE	5000 SQFT	4 FLR / 14.0 M
D1 - D5	GUEST HOUSE	3000 SQFT	4 FLR / 14.0 M
E1 - E9	GUEST HOUSE	2400 SQFT	4 FLR / 14.0 M

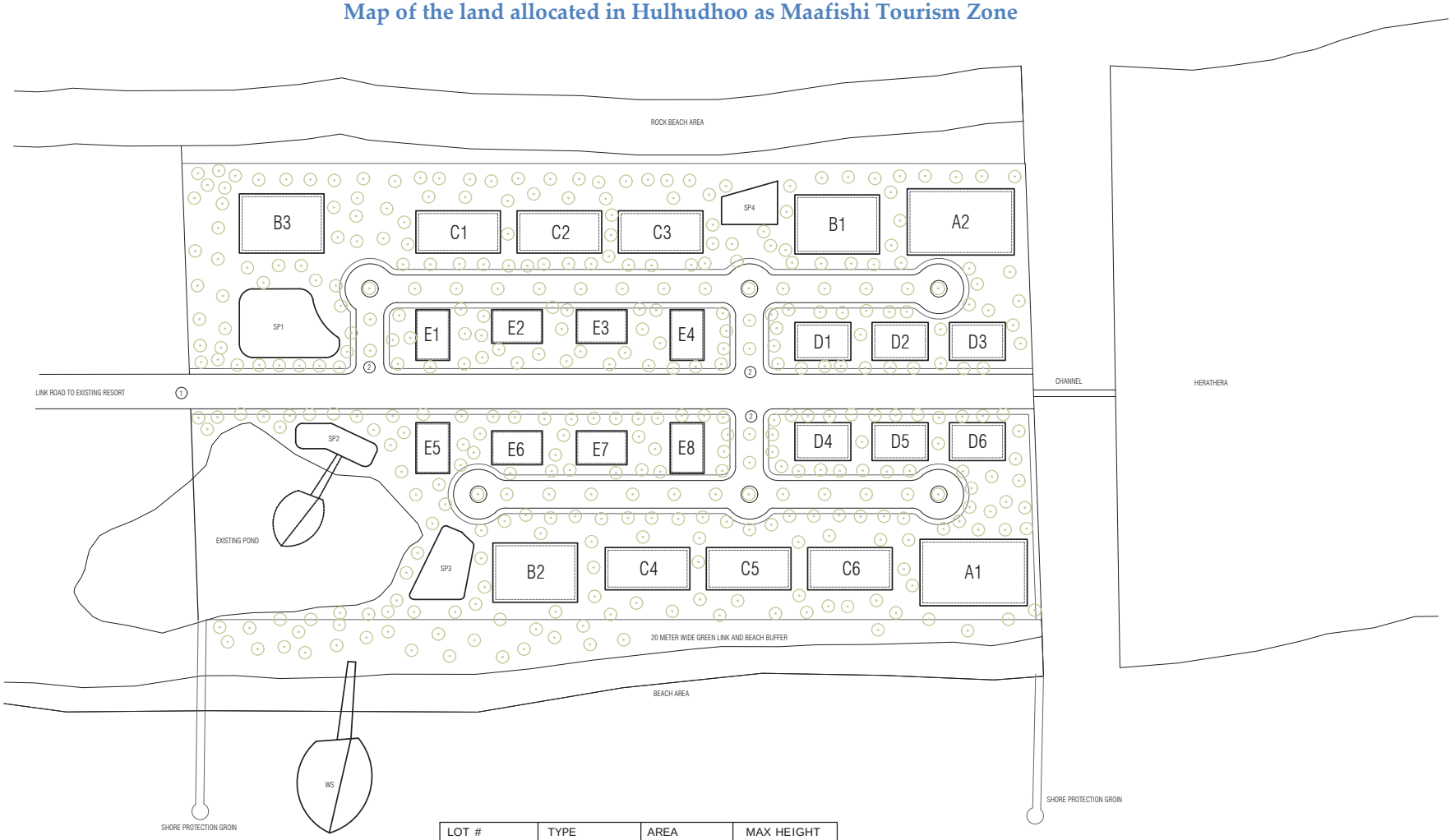
SP1 - SP3: SUPPORT BUILDING
① MAIN ACCESS ENTRY & EXIT
② WASTE COLLECTION POINT

FEYDHOO TOURISM ZONE S4 PLOT ARRANGEMENT

0 5 15 30 50 100M

ANNEX III

Map of the land allocated in Hulhudhoo as Maafishi Tourism Zone



LOT #	TYPE	AREA	MAX HEIGHT
A1 - A2:	HOTEL	10000 SQFT	4 FLR / 14.0 M
B1 - B3:	HOTEL	7000 SQFT	4 FLR / 14.0 M
C1 - C6:	GUEST HOUSE	5000 SQFT	4 FLR / 14.0 M
D1 - D6:	GUEST HOUSE	3000 SQFT	4 FLR / 14.0 M
E1 - E8:	GUEST HOUSE	2400 SQFT	4 FLR / 14.0 M

SP1 - SP2: SUPPORT BUILDING
WS: OVER WATER AND BEACH PAVILION
① MAIN ACCESS ENTRY & EXIT
② ENTRY & EXIT TO HOTEL ZONES FROM LINK ROAD

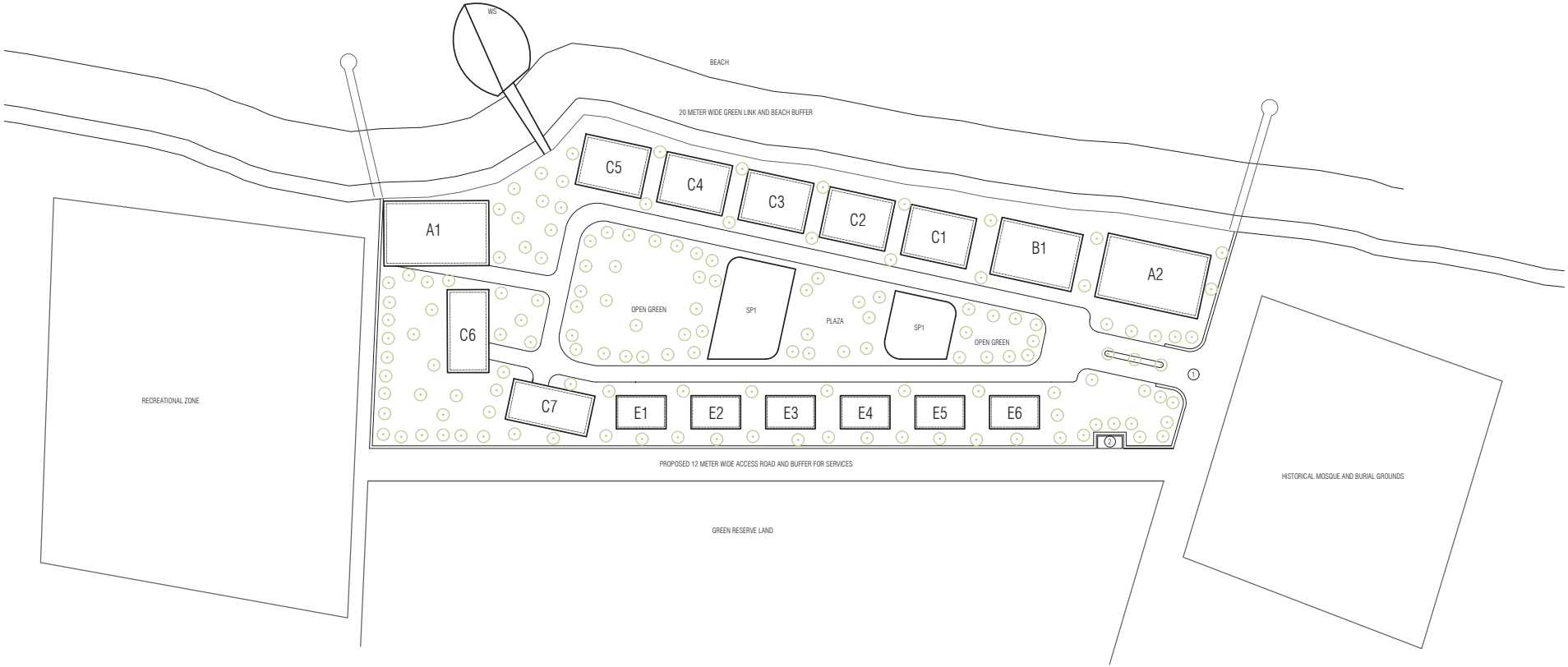
HULHUDHOO TOURISM ZONE S6 PLOT ARRANGEMENT

0 5 15 30 50 100M

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ANNEX IV

Map of the land allocated in Meedhoo as Mulimathi Tourism Zone



LOT #	TYPE	AREA	MAX HEIGHT
A1 - A2:	HOTEL	10000 SQFT	4 FLR / 14.0 M
B1 - B2:	HOTEL	7000 SQFT	4 FLR / 14.0 M
C1 - C5:	GUEST HOUSE	5000 SQFT	4 FLR / 14.0 M
C6 - C7:	GUEST HOUSE	5000 SQFT	4 FLR / 14.0 M
E1 - E6:	GUEST HOUSE	2400 SQFT	4 FLR / 14.0 M

SP1 - SP2: SUPPORT BUILDING
WS: OVER WATER AND BEACH PAVILION
① MAIN ACCESS ENTRY & EXIT
② WASTE COLLECTION POINT

MEEDHOO TOURISM ZONE S1 PLOT ARRANGEMENT

0 5 15 30 50 100M

ANNEX V

Form 1: Bid Form

Date: ----------

IFB No: ----------

To: Secretariat of Addu City Council

Dear Sir/Madam,

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, develop and operate the Tourist Guest House (Guest House).

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

I/We undertake, if our Bid is accepted, to develop and operate a Guest House on the (Name of the Land Plot and Zone) in accordance with the relevant laws and regulations and proposed to complete the CSR project mentioned in ITB Clause 3.6 within a maximum period of 72 (Seventy Two) months from the date of signing the Lease Agreement. .

I/We agree to abide by this Bid for a period of 60 (Sixty) calendar days from the Bid Opening Date under IFB Clause 12.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof and your Notification 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 Secretariat of the Addu City or Ministry of Tourism.

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_____ 2019.

_____ _____

[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 _____

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ANNEX VI

Form 2: Bid Security Format

(Bank Guarantee)

Whereas *[name of Bidder]* (hereinafter called "the Bidder") has submitted its Bid (Serial Number …….) dated *[date of submission of Bid]* for lease and development of a Tourist Guest House on the (Land Category……. Of ……..Zone) in Addu City pursuant to the Invitation for Bids IFB No: ……..…. dated …… 2019 (hereinafter called "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 called "the Bank"), are bound unto the Government of Maldives represented by the Addu City Council (hereinafter called "the Council") in the sum of United States Dollars ……..…… for which payment well and truly to be made to the said Council, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this……..……. day of…… 2019.

THE CONDITIONS of this obligation are:

A. If the Bidder:

i. withdraws its Bid during the period of Bid validity specified in Clause 13 of the Instructions to Bidders 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 Instruction to Bidders in the Bidding Documents; or

B. If the Bidder, having been notified of the acceptance of its Bid by the Council during the period of Bid validity:

iii. refuses to accept the Award; or
iv. fails to sign the Lease Agreement in accordance with Clause 28 of the Instructions to Bidders in the Bidding Documents.

We undertake to pay to the Council the above amount upon receipt of its first written demand, without the Council having to substantiate its demand, provided that in its demand the Council 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]

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