

REQUEST FOR PROPOSAL (RFP)

FOR

DEVELOPMENT AND SALE OF MIXED RESIDENTIAL BUILDINGS IN HULHUMALÉ

PROPOSAL REFERENCE NUMBER: HDC (161)-MKS/IU/2022/209

ANNOUNCEMENT DATE: 10th May 2022

PROPOSAL SUBMISSION DEADLINE: 23rd June 2022



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SECTION I. INSTRUCTIONS TO PROPONENTS (ITP)

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



		<p>levels and to deprive HDC of the benefits of free and open competition.</p> <p>(b) will reject a proposal for award if it determines that the proponent recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt or fraudulent practices in competing for the contract in question.</p> <p>(c) will sanction a firm or individual, at any time including declaring such firm or individual ineligible, either indefinitely or for a stated period of time: to be awarded a contract from Lessor.</p> <p>(d) will terminate the contract after having given fourteen (14) days' notice to the Proponent.</p>
<p>3. Eligible Proponents</p>	<p>3.1</p>	<p>A Proponent must be a registered business (sole trader, partnership or limited liability company) – subject to ITP 3.2 and ITP 3.3.</p>
	<p>3.2</p>	<p>Unless otherwise specified in the RFP data sheet, in case a Joint Venture (JV) is proposed by Proponent(s) the minimum percentage of equity share proportion of local partner(s) in a JV shall not apply.</p>
	<p>3.3</p>	<p>A Proponent shall not have a conflict of interest. Any Proponent found to have a conflict of interest shall be disqualified. A Proponent may be considered to have a conflict of interest for the purpose of this RFP process, if the Proponent:</p> <p>(a) directly or indirectly controls, is controlled by or is under common control with another Proponent; or</p> <p>(b) receives or has received any direct or indirect subsidy from another Proponent; or</p> <p>(c) has a relationship with another Proponent, directly or through common third parties, that puts it in a position to influence the proposal of another Proponent, or influence the decisions of the Lessor regarding this RFP process; or</p>
	<p>3.4</p>	<p>A Proponent shall not be under suspension from proposal submission by the Lessor.</p>



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



5. Clarification of RFP Documents, Pre-Proposal Meeting		the Pre-Proposal Meeting, if provided for in accordance with ITP 5.2. The Lessor will respond in writing to any request for clarification, provided that such request is received no later than the enquiry deadline specified in the RFP Data Sheet . The Lessor shall promptly publish its response at the web page specified in the RFP Data Sheet . Should the clarification result in changes to the essential elements of the RFP Documents, the Lessor shall amend the RFP Documents following the procedure under ITP 6 and ITP 17.2.
	5.2	If so, specified in the RFP Data Sheet , the Proponent's designated representative is invited to attend a pre-proposal meeting. The purpose of the meeting will be to provide information about the project, proposal procedures, clarify issues and to answer questions on any matter that may be raised at that stage.
	5.3	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Proponents, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be published promptly in webpage in accordance to ITP 5.1. Any modification to the RFP Documents that may become necessary as a result of the pre-proposal meeting shall be made by the Lessor exclusively through the issue of an Addendum pursuant to ITP 6 and not through the minutes of the pre-proposal meeting. Nonattendance at the pre-proposal meeting will not be a cause for disqualification of a Bidder.
6. Amendment of RFP Documents	6.1	At any time prior to the deadline for submission of proposal, the Lessor may amend the RFP Documents by issuing addenda.
	6.2	Any addendum issued shall be part of the RFP Documents and shall promptly publish the addendum on the Lessor's web page in accordance with ITP 5.1.
	6.3	To give Proponents reasonable time in which to take an addendum into account in preparing their proposal, the Lessor should extend the deadline for the submission of proposal, pursuant to ITP 17.2.
C. PREPARATIONS OF PROPOSALS		
7. Cost of Proposal	7.1	The Proponent shall bear all costs associated with the preparation and submission of its proposal, and the Lessor



		shall not be responsible or liable for those costs, regardless of the conduct or outcome of the RFP Process.
8. Language of Proposal	8.1	The RFP, as well as all correspondence and documents relating to the RFP exchanged by the Proponent and the Lessor, shall be written in the ENGLISH or DHIVEHI language.
9. Documents Comprising the Proposal	9.1	The Proposal shall comprise the following: <ul style="list-style-type: none"> (a) Bid Security in accordance with ITP 13; (b) Written confirmation authorizing the signatory of the Proposal to commit the Proponent, in accordance with ITP 14.2 and ITP 14.3; (c) Business Proposal Requirement stipulated in Section V; (d) In the case of a Proposal submitted by a Joint Venture (JV), the JV agreement or letter of intent to enter into JV including but not limited to scope of works to be executed by respective partners and equity share percentage of the respective partners; (e) Any other document required in RFP data sheet.
10. Letter of Proposal	10.1	The Letter of Proposal shall be prepared using the Form 02 in Section V. The form must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
	10.2	The Proponent shall quote prices conforming to the requirements specified in Section III.
11. Currencies of Proposal	11.1	The currency(ies) of the proposal are to be quoted in Maldivian Rufiyaa (MVR).
12. Period of Validity of Proposals	12.1	Proposal shall remain valid for the period specified in the RFP Data Sheet . A proposal valid for a shorter period shall be rejected by the Lessor as non-responsive.
13. Bid Security	13.1	The Proponent shall furnish as part of its proposal, a bid security in original form and in the amount and currency specified in the RFP Data Sheet .
	13.2	The Bid Security shall be valid for the period specified in the RFP Data Sheet .

	13.3	The Bid Security shall be a demand guarantee in forms of an unconditional guarantee issued by a locally registered Bank or financial institution (such as an insurance, bonding or surety company). The bid security shall be submitted as per Form 01 in Section V.
	13.4	The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security shall be in the names of all future members as named in the letter of intent referred to in ITP 3.1 and ITP 9.1
	13.5	Any proposal not accompanied by a substantially responsive bid security shall be rejected by the Lessor as non-responsive.
	13.6	The Bid Security of the successful Proponent shall be returned as promptly as possible once the successful Proponent has signed the Contract.
	13.7	The Bid Security of unsuccessful Proponents shall be returned as promptly as possible upon the successful Proponent's signing the Contract.
	13.8	<p>The Bid Security may be forfeited or the Bid Securing Declaration Executed:</p> <ul style="list-style-type: none"> (a) If the proponent withdraws its Proposal during the period of Proposal validity specified by the Proponent in the Letter of Proposal; or (b) If the successful proponent (i) fails or refuses to pay lease deposit, or (ii) fails to execute the terms and conditions of the conditional award of the Lessor.
14. Format and Signing of Proposal	14.1	The Proponent shall submit one original of the documents comprising the proposal as described in ITP 9.1.

	14.2	The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Proponent. This authorization shall consist of a written confirmation of a Power of Attorney to sign on behalf of the Proponent. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the proposal where entries or amendments have been made shall be signed or initialed by the person signing the proposal.
	14.3	In case the Proponent is a JV, the Proposal shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
	14.4	Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.
D. SUBMISSION AND OPENING OF PROPOSALS		
15. Submission of Multiple Proposals	15.1	Proponents are allowed to submit multiple proposals as specified in the RFP Data Sheet.
16. Sealing and Marking of Proposals	16.1	Proponents shall submit their proposal by mail or by hand. If so, specified in the RFP Data Sheet , Proponents shall have the option of submitting their Proposal electronically. Procedures for submission, sealing and marking are as follows: (a) Proponents submitting Proposal by mail or by hand shall enclose the original of the Bid in one sealed single envelope, duly marking the envelope as "ORIGINAL BID". (b) Proponent submitting Proposal electronically shall follow the electronic bid submission procedures specified in the RFP data sheet.
	16.2	The sealed envelope shall: (a) bear the name and address of the Proponent; (b) bear the name of the Project and shall be addressed to the Lessor;

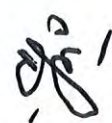


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		<p>(c) bear the specific proposal reference number of this RFP process indicated in RFP Data Sheet;</p> <p>(d) bear the name, address and contact number and contact person of the Proponent.</p> <p>(e) bear a warning not to open before the time and date for proposal opening in accordance with ITP 17.1.</p> <p>(f) include Form 08 - Proposal Checklist</p>
	16.3	If the envelope is not sealed and marked as required, the Lessor will assume no responsibility for the misplacement or premature opening of the proposal.
17. Deadline for Submission of Proposal	17.1	Proponents must submit the required documents to the online portal no later than the date and time specified in the RFP Data Sheet.
	17.2	Proposals must be received by the Lessor at the address and no later than the Proposal Submission date and time specified in the RFP Data Sheet.
18. Late Proposal	18.1	The Lessor shall not consider any proposals that arrives after the deadline for submission of proposal specified in ITP 17. Any proposal received by the Lessor after the deadline for submission of proposal shall be declared late, rejected, and returned unopened to the Proponent.
19. Proposal Opening	19.1	The Lessor shall open Proposals at the address on the date and time specified in the RFP Data Sheet in the presence of Proponent's designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITP 16.1, shall be specified in the RFP Data Sheet.
	19.2	<p>The Lessor shall open the proposals one at a time and read out and record the following</p> <p>(a) the name of the Proponent;</p> <p>(b) the presence of original Bid Security;</p> <p>(c) any other details as the Lessor may consider appropriate.</p>

	19.3	Only proposals read out and recorded at proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening except for late proposal in accordance with ITP 18.1 and proposals that are not in accordance with Form 08 - Proposal Checklist.
	19.4	The Lessor shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Proponent; the Price; and the presence or absence of a bid security, if one was required. The Proponents' representatives who are present shall be requested to sign the record. The omission of a Proponent's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proponents who submitted proposal on time.
E. EVALUATION AND COMPARISON OF PROPOSALS		
20. Confidentiality	20.1	Information relating to the evaluation of proposals, comparison of proposals and recommendation of contract award shall not be disclosed to Proponents or any other persons not officially concerned with the RFP process until information on Contract award is communicated to all Proponents in accordance with ITP 29.
	20.2	Any attempt by a Proponent to influence the Lessor in the evaluation of the proposals or Contract award decisions may result in the rejection of its proposal.
	20.3	Notwithstanding ITP 21.2, from the time of proposal opening to the time of Contract award, if a Proponent wishes to contact the Lessor on any matter related to the RFP process, it shall do so in writing.
21. Clarification of Proposals	21.1	To assist in the examination, evaluation, and comparison of the proposals, and qualification of the Proponents, the Lessor may, at its discretion, ask any Proponent for a clarification of its proposal, giving a reasonable time for a response. Any clarification submitted by a Proponent that is not in response to a request by the Lessor shall not be considered. The Lessor's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Lessor in the evaluation of the proposals, in accordance with ITP 24.

	21.2	If a Proponent does not provide clarifications of its proposal by the date and time set in the Lessor's request for clarification, its proposal may be rejected.
22. Deviations, Reservations, and Omissions	22.1	<p>During the evaluation of proposal, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the RFP Documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the RFP Documents.
23. Determination of Responsiveness	23.1	The Lessor's determination of a proposal's responsiveness is to be based on the contents of the proposal itself, as defined in ITP 9.1.
	23.2	A substantially responsive proposal is one that meets the requirements of the RFP Documents without material deviation, reservation, or omission.
	23.3	<p>A substantially responsive proposal is one that meets the requirements of the RFP Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <ul style="list-style-type: none"> (a) if accepted, would <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the RFP Documents, the Lessor's rights or the Proponent's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Proponents presenting substantially responsive proposal.
	23.4	If a proposal is not substantially responsive to the requirements of the RFP Documents, it shall be rejected by



		the Lessor and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
24. Correction of Arithmetical Errors	24.1	<p>Provided that the proposal is substantially responsive, the Lessor shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Lessor there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	24.2	Proponents shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITP 24.1, shall result in the rejection of the Proposal.
25. Evaluation of Proposal	25.1	The Lessor shall use the criteria and methodologies listed in Section IV. Qualification and Evaluation Criteria.
	25.2	In the event, the difference in total evaluation scores of two or more Proponents is less than 3% the Proponent proposing the highest revenue (Net Present Value) will be ranked the highest among the Proponents with less than 3% and the rest of the Proponents within this range will be ranked accordingly.
26. Lessor's Right to Accept Any Proposal, and to Reject Any or All Proposal	26.1	The Lessor reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time prior to contract award, without thereby incurring any liability to Proponents. In case of annulment, all proposals submitted and specifically, bid securities, shall be promptly returned to the Proponents.

D. AWARD OF CONTRACT		
27. Award Criteria	27.1	Subject to ITP 26.1, the Lessor shall conditionally award the Contract to the Proponent(s) whose proposals has been determined to be substantially responsive to the RFP Documents and scored the highest marks as specified in ITP 25, provided further that the Proponent is determined to be qualified to perform the Contract satisfactorily.
	27.2	In case of multiple plots are specified in Section III, the Lessor shall conditionally award the Contract to the Proponents as per evaluation ranking subject to ITP 27.1
28. Plot Selection	28.1	Plot Selection for the Successful Proponents shall be carried out as per procedures specified in the RFP data sheet.
29. Notification of Conditional Award	29.1	Prior to the expiration of the period of proposal validity, the Lessor shall notify the successful Proponent, in writing, that its proposal has been accepted
	29.2	Until a formal contract is prepared and executed, the successful Proponents' proposal and the notification of conditional award shall constitute a binding Contract.
	29.3	Failure of the successful Proponent to fulfill the obligations mentioned in the Conditional Award Letter, or sign the Contract in accordance with ITP 30 shall constitute sufficient grounds for the annulment of the conditional award and forfeiture of the bid security. In that event the Lessor may award the Contract to the next highest evaluated Proponent whose offer is substantially responsive and is determined by.
30. Signing of Contract	30.1	Promptly upon notification of the conditional award, the Lessor shall send the successful Proponent the Contract
	30.2	Within 7 (seven) days of the success fulfilment of the obligation stipulated in Conditional Award Letter, successful Proponent shall sign the Contract with Lessor.

SECTION II. RFP DATA SHEET

A. GENERAL	
ITP 1.1	Name of the Project: Development and Sale of Mixed Residential Buildings in Hulhumalé
ITP 1.1	The Reference Number of Proposal Process is: HDC (161)-MKS/IU/2022/209
ITP 3.2	The Proponent, Joint Venture Partner(s) of the Proponent, proposed contractor(s) by the Proponent and operator(s) by the Proponent should be 100% Maldivian owned business entities or companies.
B. CONTENTS OF RFP DOCUMENTS	
ITP 5.1	For clarification purposes only, the Lessor's address is: Business Solutions Housing Development Corporation Ltd. Ground Floor, HDC Building Hulhumalé, Maldives Tel: (+960)3355 314, (+960)3355 368 E-mail: sales@hdc.com.mv
ITP 5.1	Webpage: Corporate website - hdc.com.mv MyHulhumalé Properties website - properties.hdc.com.mv Bids & Proposal Submission Portal - bids.hdc.com.mv
ITP 5.1	The deadline for request for clarification is on or before 31st May 2022 at 1400hrs
ITP 5.2	The pre-proposal meeting shall take place at the following date, time and place; Date: 24th May 2022 Time: 1300hrs Place: Online Meeting held via Zoom Interested parties can join pre-proposal meeting via zoom link shared on Invitation for Proposals. In order to minimize technical issues please join the meeting 10 minutes prior to the time.
ITP 5.2	Physical information session shall take place at the following date, time and place; Date: 19th June 2022 Time: 1300hrs

	<p>Place: Exhibition Center (Ground Floor) HDC Building</p> <p>Proponents interested to submit the proposal shall attend the Information Session as above. No registration is required to join this session.</p>
C. PREPARATIONS OF PROPOSALS	
ITP 12.1	Proposal Validity Period: 150 (One Hundred and Fifty) days
ITP 13.1	<p>The Amount and Currency of Bid Security shall be MVR 500,000.00 (Maldivian Rufiyaa Five Hundred Thousand) or equivalent in United States Dollar (USD).</p> <p>The source of exchange rate shall be Maldives Monetary Authority (MMA) and the date for the exchange rate shall be 14 (fourteen) days before Proposal Submission deadline.</p> <p>The original bid security as per Form 01 shall be submitted in a sealed envelope and all the proposals submitted shall include copy of the original bid security submitted.</p>
ITP 13.2	Bid Security Validity Period: 180 (One Hundred and Eighty) days from the deadline for submission of Proposals.
D. SUBMISSION AND OPENING OF PROPOSALS	
ITP 15.1	<p>Proponents may submit proposals for maximum of 3 (three) plots.</p> <p>Proponents are to submit proposals separately for each plot.</p> <p>If submitting proposals for more than 1 (one) plot, 1 (one) set of the following documents can be submitted.</p> <ol style="list-style-type: none"> 1. Legal Documents as per section V clause 3 2. Financial Documents as per section V clause 4.3, 4.4 and 4.5 3. Documents to Prove Experience as per section V clause 6 <p>All other documents shall be submitted separately for each plot.</p>
ITP 16.1	<p>Proponents have the option of submitting their proposal electronically through Bids & Proposal Submission Portal (https://bids.hdc.com.mv/).</p> <p>Proponent shall submit the required documents to the Bids & Proposal Submission Portal before the deadline date specified in ITP 17.1. In order to submit the documents, proponent shall login via an Email address and Register as a Proponent.</p> <p>However, physical document of the Price Proposal Form and Bid Security shall be submitted to the Lessors Address at the Date and Time as specified in ITP 17.2. These documents will not be accepted through the portal.</p>



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ITP 17.1	<p>For online document submission purpose only:</p> <p>Starting Date and Time: 06th June 2022, 15:00hrs Deadline Date and Time: 23rd June 2022, 13:00hrs</p>
ITP 17.2	<p>For physical proposal submission purpose only, the Lessor Address is:</p> <p>Exhibition Center (Ground Floor) HDC Building Huvandhumaa Hingun Housing Development Corporation Ltd.</p> <p>Date: 23rd June 2022 Time: 1300hrs to 1400hrs</p>
ITP 19.1	<p>For proposal opening shall take place at:</p> <p>Exhibition Center (Ground Floor) HDC Building Huvandhumaa Hingun Housing Development Corporation Ltd.</p> <p>Date: 23rd June 2022 Time: 1400hrs</p> <p><i>Proposal Opening will be held physically in front of the proponents participating at Proposal Opening.</i></p>
E. AWARD OF CONTRACT	
ITP 28.1	<ul style="list-style-type: none"> • Plots will be awarded to the proponents who were ranked highest. • If a Proponent is ranked highest for more than 1 (one) Plot, all the plots in which the proponent is ranked highest will be awarded. • In case the proponent has submitted proposals for more than 1 (one) plot, and is unable to prove finances for all the plots. Proponents will be given opportunity to choose plot up to their financial capability.

SECTION III. LESSOR'S REQUIREMENTS**1. SCOPE OF WORKS**

Housing Development Corporation (Lessor) is seeking for developers and contractors for the Development and Sale of Mixed Residential Buildings in Hulhumalé. The selected party (Lessee) will be responsible for Design and Development of the Mixed Residential Buildings. Moreover, the selected party (Lessee) will also be responsible for the sale of the residential apartments as per the guidelines set for this by Housing Development Corporation and Ministry of National Planning and Housing Infrastructure.

2. LAND STATUS

- 2.1 The Lot Numbers 11414, 11415 and 11416 contains concrete foundation which is not in a usable condition and has to be removed. The cost associated to the removal of the foundation shall be borne by the developer.

3. LAND PRICE & PROJECT COST ESTIMATED BY LESSOR

- 3.1 The minimum acceptable land price per square feet (plot area) and Project Cost Estimate by Lessor shall be as follows:

#	Lot No.	Plot Area (Sqft)	Minimum Acceptable Land Price (MVR/sqft)	Project Cost Estimated by Lessor (MVR)
1	11414	26,497.38	2,451.40	157,659,440.00
2	11415	26,508.79	2,451.40	157,727,330.00
3	11416	24,449.55	2,451.40	145,474,840.00
4	11688	29,004.84	2,530.71	182,730,460.00
5	11689	34,543.83	2,451.40	217,626,130.00
6	11690	33,874.85	2,530.71	213,411,580.00
7	11691	34,319.40	2,451.40	216,212,240.00

- 3.2 The calculation basis for Project Cost Estimate by Lessor is the project cost of the land plot calculated at the rate of MVR 1,000.00 per sqft (Gross Floor Area).
- 3.3 The Developer shall settle the value of land price in terms of completed "Price Capped Housing Units" inclusive of the proportionate car parking area, at the Residential Sale Rate.
- 3.4 The units to HDC should be distributed to different floors and should have a mix of 2 (two) bedrooms and 3 (three) bedrooms.
- 3.5 The Developer must handover the developed units to HDC within 24 (twenty-four) months from the date of Land Handover or along with the building usage permit for the residential units, whichever is earliest.
- 3.6 If there is any difference in value while handing over developed units, it should be settled in cash within 7 (seven) days of developed units' handover.

- 3.7 If the developer fails to handover residential units or to settle the balance of land cost in cash to HDC as per the agreement and work schedule, the developer must pay delay damages to HDC as follows:
- 3.7.1 Penalty for residential area should be 0.05% per day of the outstanding amount.
- 3.7.2 Building usage permit by HDC will only be issued after the handover of completed residential units

4. COMMERCIAL SALE RATE

- 4.1 The Commercial Sale Rate is the cost at which the developer shall hand over the completed commercial area in the mixed residential buildings to HDC.
- 4.2 The maximum acceptable Commercial Sale Rate per square feet of the completed Commercial area is MVR 1,000 (Maldivian Rufiyaa One Thousand) (exclusive of GST), and any proposal which is higher than the said maximum acceptable Commercial Sale Rate shall be disqualified.
- 4.3 The total cost of the commercial area will be offset with the total value of land (Land Cost) to be paid to HDC.

5. PRODUCT DETAILS

5.1. Housing Segmentation

- 5.1.1. The developer must develop pure residential apartments as per the Drawings and Guidelines in Section VII.
- 5.1.2. The residential units shall comprise of units of 2 (two) bedrooms and 3 (three) bedrooms.
- 5.1.3. 2 (two) bedrooms residential units shall have a minimum of 700 (Seven Hundred) sqft and 3 (three) bedrooms residential units shall have a minimum of 900 (Nine Hundred) sqft.
- 5.1.4. Price Capped Housing Units: Minimum of 60% of the saleable area shall be sold at a maximum price of MVR 1,500,000.00 (Maldivian Rufiyaa One Million Five Hundred Thousand) (exclusive of GST) for 2 (two) Bedroom Apartments and MVR 2,500,000.00 (Maldivian Rufiyaa Two Million Five Hundred Thousand) for 3 (three) Bedroom Apartments.
- 5.1.5. Price Capped Housing Units should only be sold as per Ministry of National Planning, Housing & Infrastructure's guidelines.
- 5.1.6. Price Capped units should have basic finishing and facilities should be as per the Drawings and Guideline (Section VII).

5.2. Parking

- 5.2.1. Parking should be provided as per the Drawing and Guidelines in Section VII.
- 5.2.2. Car parking spots can only be sold to the tenants linked to the sale of units and should be available proportionately throughout all categories.
- 5.2.3. Developer cannot lease out parking spots. Any car parking spots unsold at the time of completion of the residential unit sale should be handed over to the condominium society.

- 5.2.4. Mandatory Motorbike parking shall be allocated free of charge to each unit as per the planning guidelines.
- 5.2.5. Any additional motorbike parking spots can be sold to the tenants linked to the sale of units. Any motorbike parking spot unsold at the time completion of the residential unit sale should be handed over to the condominium society.
- 5.2.6. Developer should allocate car parking spots and motorbike parking spots to the units handed over to HDC proportionately at the ratio of parking as per the Drawing and Guidelines in Section VII.
- 5.2.7. Motorbike parking allocated to HDC shall be free of charge to each unit as per the Drawing and Guidelines in Section VII and car parking slots shall be sold at MVR 1000.00 per sqft.

5.3. Sale of the Housing Units

- 5.3.1. The developer must sell the housing units to the individuals allowed under the Maldivian land law.
- 5.3.2. The developer must sell the Price Capped Units as per Ministry of National Planning, Housing & Infrastructure's guideline.
- 5.3.3. Approval for pre-sale can be granted upon 20% completion of civil works.
- 5.3.4. Developer can start the marketing and promotion of the housing units after agreement signing.
- 5.3.5. Bookings can only be carried out after the pre-sale approval from HDC. A booking fee of maximum MVR 50,000 (Fifty-Thousand) can be collected from the customers when booking, however this has to be part of the price of the housing unit.
- 5.3.6. The developed properties should be listed on HDC's Properties Website for sale of units with details of facilities and units.
- 5.3.7. Price Capped Housing Units: Minimum of 60% of the saleable area shall be sold at a maximum price of MVR 1,500,000.00 (Maldivian Rufiyaa One Million Five Hundred Thousand) (exclusive of GST) for 2 (two) Bedroom Apartments and MVR 2,500,000.00 (Maldivian Rufiyaa Two Million Five Hundred Thousand) for 3 (three) Bedroom Apartments.
- 5.3.8. Any add-ons or upgrade of the housing unit can be brought only if the customer voluntarily requests for it, and it should be communicated in written form as per Annex 01. Customer Consent Form and should be submitted to HDC along with sale documents.
- 5.3.9. Developer shall submit details of sale price of "Open Market Units".
- 5.3.10. Developer shall not under any circumstance sell more than one unit to a single party.

SECTION IV. QUALIFICATION AND EVALUATION CRITERIA

This Section contains all the criteria that the Lessor shall use to qualify Proponents and evaluate the proposals. In accordance with ITP 25, no other factors, methods or criteria shall be used. The Proponent shall provide all the information / Documents requested in the Section V, Business Proposal Requirements and proposal shall fulfill requirements in accordance with ITP 9.1.

1. QUALIFICATION CRITERIA

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

1.1. Financial Resources

- (a) Financial resources will be evaluated based on the average bank balance, cash and cash equivalents, receivables, payables and inventory (if relevant) from audited financial statements, or the method of financing proposed by Proponents as per Section V. Business Proposal Requirement, Clause 4.
 - i. Equity financing, proposed for method of financing will be evaluated based on the documents submitted
 - ii. Bank financing and external financing, proposed for method of financing will be evaluated based on the documents submitted.
 - iii. Equity injection, proposed for method of financing will be evaluated based on the documents submitted
 - iv. External Financing, proposed for method of financing will be evaluated based on the documents submitted.
- (b) Proponent shall provide proof of funds to finance the Full Project Cost Estimated by the Lessor as per Section III, Clause 3, for all the plots that the proponent is proposing.
- (c) Proponents that opts for Bank Financing, shall provide proof of funds for a minimum 30% of Project Cost Estimate by Lessor as Equity Financing. Remaining 70% shall be proposed as Bank Financing.
- (d) Proponent that opts the Mortgage for the development and sale rights option, shall provide proof of funds for a minimum 30% of Engineer's Project Cost Estimate as for equity and provide proof of funds for remaining percentage as per proposed method financing opt by Proponents.
- (e) Proponents who are submitting proposals for more than 1 (one) plot must prove finance separately for each plot. If the proponent is unable to prove finances for all the plots, proponents will be given opportunity to choose plots up to their financial capacity.
- (f) Proponents who do not show proof of funds to finance the Project Cost Estimated by Lessor shall be disqualified.

1.2. Outstanding Payment

- (a) Proponent shall not have any due payment to Lessor prior to 30 (Thirty) calendar days to Proposal Submission.
- (b) Proponents who have payment due prior to 30 (Thirty) calendar days of the submission of RFP shall be disqualified.

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

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

2. EVALUATION CRITERIA

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

Criteria	Allocated %
a) Land Price	50%
b) Experience	40%
c) Commercial Sale Rate	10%
Total	100%

2.1. LAND PRICE – 50%

- 2.1.1. Proponents with the highest acceptable Land Price will be given the maximum points for land price, whereby points shall be given as prorated for the other Proponents.
- 2.1.2. The Land Price proposed by the proponent shall be higher than the minimum acceptable Land Price as per Section III. Lessors' Requirement. Any Proposal which is less than the said minimum acceptable Land Price shall be disqualified.
- 2.1.3. Procedure to Eliminate Outliers
- a) In evaluation of Proposed Land Price, procedure to eliminate the outliers as per below shall be applied.
 - Lower Quartile (LQ) - 25% percentile
 - Upper Quartile (UQ) - 75% percentile
 - Interquartile Range (IQR) = UQ - LQ
 - **Lower Boundary = Minimum Acceptable Land Price**
 - **Upper Boundary = UQ + (IQR x 0.5)**
 - b) If the proposed Land Price is higher than the Upper Boundary, the proposal shall be disqualified.

Sample for Eliminating Outliers

The below is a sample of how outlier rates are eliminated.

Minimum Land Price Rate**2,570.00****Step 1: Comparison of acceptable proposals**

Proponent Name	Land Price Per Sqft	
Proponent 1	2,600.00	Accepted
Proponent 2	2,650.00	Accepted
Proponent 3	2,400.00	Rejected
Proponent 4	2,700.00	Accepted
Proponent 5	2,750.00	Accepted
Proponent 6	3,000.00	Accepted
Proponent 7	3,100.00	Accepted
Proponent 8	3,700.00	Rejected
Proponent 9	3,600.00	Rejected
Proponent 10	3,200.00	Accepted

Step 2: Calculating Quartile Range

Lower Quartile	2,662.50
Upper Quartile	3,175.00
Interquartile Range	512.50

Step 3: Calculating Acceptable Range

Lower Boundary	2,570.00
Upper Boundary	3,431.25

Note:

- Lower Quartile (LQ) - 25% percentile
- Upper Quartile (UQ) - 75% percentile
- Interquartile Range (IQR) = UQ – LQ
- **Lower Boundary = Minimum Acceptable Land Price**
- **Upper Boundary = UQ + (IQR x 0.5)**

2.2. EXPERIENCE - 40%

- 2.2.1. **General Development Experience – 20%**, general development experience will be evaluated based on the value of the completed projects. Maximum points for development experience will be given if the proponent or their contractors that has completed projects that amounts to 150% (One Hundred Fifty Percent) of the Project Cost Estimated by Lessor as per Section III, Clause 2. Points will be given pro-rata basis for Contractors with value of completed projects less than 150% of the Engineer's Project Estimate by Lessor.
- 2.2.2. **Experience with HDC – 20%**, experience with HDC will be evaluated based on the completed housing projects with HDC. Maximum points for Experience with HDC will be given for the Proponents with the least number of delays in completion date from the initial project completion date, whereby points shall be given as prorated for the other Proponents **(OR)** Proponents with the Highest Project Value (Projects with HDC) shall be given Maximum Score, whereby points shall be given as prorated for the other Proponents. Whichever is higher.

2.3. Commercial Sale Rate - 10%

- 2.3.1. The proponent offering the lowest acceptable commercial sale rate will be given a maximum point whereby points shall be given as prorated for the other proponents.
- 2.3.2. The Commercial Sale Rate proposed by the proponent shall be Lower than the maximum acceptable Commercial Sale Rate as per Section III. Lessors' Requirement. Any Proposal which is above than the said maximum acceptable Commercial Sale Rate shall be disqualified.
- 2.3.3. Procedure to Eliminate Outliers
- a) In evaluation of Proposed Commercial Sale Rate, procedure to eliminate the outliers as per below shall be applied.
- Lower Quartile (LQ) - 25% percentile
 - Upper Quartile (UQ) - 75% percentile
 - Interquartile Range (IQR) = UQ - LQ
 - **Lower Boundary = LQ - (IQR x 0.5)**
 - **Upper Boundary = Maximum Acceptable Commercial Sale Rate**
- b) If the proposed Land Price is Lower than the Lower Boundary, the proposal shall be disqualified.

Sample for Eliminating Outliers

The below is a sample of how outlier rates are eliminated.

Maximum Commercial Sale Rate

1,000.00

Step 1: Comparison of acceptable proposals

Proponent Name	Commercial Sales Rate Per Sqft	
Proponent 1	860.00	Accepted
Proponent 2	870.00	Accepted
Proponent 3	900.00	Accepted
Proponent 4	630.00	Rejected
Proponent 5	950.00	Accepted
Proponent 6	780.00	Accepted
Proponent 7	880.00	Accepted
Proponent 8	650.00	Rejected
Proponent 9	860.00	Accepted
Proponent 10	960.00	Accepted

Step 2: Calculating Quartile Range

Lower Quartile	800.00
Upper Quartile	895.00
Interquartile Range	95.00

Step 3: Calculating Acceptable Range

Lower Boundary	725.50
Upper Boundary	1,000.00

Note:

- Lower Quartile (LQ) - 25% percentile
- Upper Quartile (UQ) - 75% percentile
- Interquartile Range (IQR) = UQ - LQ
- **Lower Boundary = LQ - (IQR x 0.5)**
- **Upper Boundary = Maximum Acceptable Commercial Sale Rate**

SECTION V. BUSINESS PROPOSAL REQUIREMENT

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

1. BID SECURITY AS IN FORM 01

2. LETTER OF PROPOSAL AS IN FORM 02

3. LEGAL DOCUMENTS:

- 3.1 Copy of Business Registration Certificate.
- 3.2 For Partnership: Partnership Deed / Agreement
- 3.3 For Company; Memorandum and Articles of Association of the Company.
- 3.4 For Company; Board Resolution of the Company confirming Board of Director's approval for proposed work.
- 3.5 Information of the Authorized Representative as in Form 04.
- 3.6 Declaration form as in Form 07.
- 3.7 Power of Attorney to sign on behalf of the Proponent in accordance with ITP 14.2.
- 3.8 In the case of a Proposal submitted by a Joint Venture (JV), the JV agreement or letter of intent to enter into JV including but not limited to scope of works to be executed by respective partners and equity share percentage of the respective partners;
- 3.9 Company Profile Information Sheet issued by Ministry of Economic Development.

4. FINANCIAL DOCUMENTS

- 4.1. HDC statement of the Due Clearance
 - 4.1.1. Due clearance statement from HDC will be given upon request from the proponent via Due Clearance Form.

Due Clearance Form will be available to download from:
<https://hdc.com.mv/downloads/>
- 4.2. Financing Method(s) as in Form 03
 - 4.2.1. Proposed method(s) of financing the Project Cost Estimate by Lessor and the percentage ratio of method (s). Proposed method(s) of financing for investment can be equity financing, equity injection, bank finance, external finance such as financier company, lines of credit, time deposit, tradable bonds or combination of various financing methods.
- 4.3. For Sole Proprietorship, monthly average balance confirmation of the most recent 12 (twelve) months of the business entity. The submitted statement shall be original, authorized and sealed by the bank / financial institution.
- 4.4. For Company, audited financial statements of most recent 3 (three) years (2019, 2020 & 2021) authorized by a certified audit firm / individual and management account of

the current year. The audited financial statements must include auditors report and shall be signed and stamped by the respective parties. If the company is not audited as per MIRA requirements, monthly end balance statement (as per Section V Clause 4.3).

- 4.5. If Bank financing is proposed by Proponents, bank comfort letter, bank guarantee or any other relevant documents from bank or financial institutions shall be submitted. The submitted documents shall include the Proponent(s) name and name of proposed work/ project.
- 4.6. If equity injection is proposed by Proponents, letter of commitment from shareholder including the Proponent(s) name and name of the proposed work/ project and shareholder's bank statement (as per Section V Clause 4.4) or shareholder's audited financial statements (as per as per Section V Clause 4.5) or relevant documents for bank financing (as per as per Section V Clause 4.6) or relevant documents for external financing (as per as per Section V Clause 4.8).
- 4.7. If external financing is proposed by Proponents, letter of commitment from financier including the Proponent(s) name and name of the proposed work/ project and financier's bank statement (as per Section V Clause 4.4) or financier's audited financial statements (as per as per Section V Clause 4.5) or relevant documents for bank financing (as per as per Section V Clause 4.6).

Example of Proof of Finance:

	Financing Type	Percentage	Required Documents
Bank Financing	<i>Equity Financing</i>	30%	<ul style="list-style-type: none"> • <i>For companies: Audited Financial Statement of the Proponent (Unqualified Auditors Report)</i> • <i>For Sole proprietors: Average monthly balance/ Monthly End balance statement with bank stamp and signature</i>
	<i>Bank Financing</i>	70%	<ul style="list-style-type: none"> • <i>Bank Comfort Letter/ Bank Guarantee Letter</i>
Other Financing	<i>External Financing</i>	50%	<ul style="list-style-type: none"> • <i>Letter of commitment from financier</i> • <i>Audited Financials or Bank statement of the financier</i>
	<i>Equity Injection</i>	50%	<ul style="list-style-type: none"> • <i>Letter of commitment from shareholder</i> • <i>Audited Financials or Bank statement of the shareholder</i>

Note: this is sample of how proponent shall propose funding for the project and the documents to be submitted to prove the financing methods.



5. EXPERIENCE

- 5.1. Proponent shall submit documents proving their experience including project completion letters/certificate including project values, reference letter or any other relevant documents proving the experience in the field or similar business activities.
- 5.2. Proponents are required to submit according to Form 05 for Project Completion letter / certificate and Form 06 for reference letter.

6. PROPOSAL CHECKLIST

- 6.1. Proposal Checklist as in Form 08 should be attached outside the sealed envelope.

FORM 01: BID SECURITY FORM

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

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

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

Date.: _____

Bid Security No.: _____

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

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

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

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

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

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

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

[seal and signature of the bank / financial institution]



FORM 02: LETTER OF PROPOSAL

Date:
 Name of the Project:
 Proposal Reference No:

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

We, the undersigned, declare that:

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

Plot Number	Proposed Land Price per square feet (MVR)	Proposed Land Price per square feet (MVR)
Plot 1 :.....	MVR.....L..... (amount in numbers)	Rufiyaa..... Laari..... (amount in words)
Plot 2:.....	MVR.....L..... (amount in numbers)	Rufiyaa..... Laari..... (amount in words)
Plot 3:.....	MVR.....L..... (amount in numbers)	Rufiyaa..... Laari..... (amount in words)

Note: Land price can be proposed for maximum 3 plots only per proponent

- (h) We undertake, to settle the value of land price in terms of completed "Price Capped Housing Units", where proposal is accepted.
- (i) Where the proposal is successful, we undertake, to adhere the Drawings and Guidelines stated in Section VII, during the design and construction of the development.
- (j) Our proposal shall be valid for a period of One Hundred and Fifty (150) days from the date of proposal submission deadline in accordance with RFP document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (k) We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and



- (l) We understand that Lessor is not bound to accept the highest evaluated proposal or any proposal that may receive.

Proponent:

Name:

(Seal)

Address:

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

Name:

Title:

Signature:

Date:



FORM 03: FINANCING METHOD(S)

Date:
Name of the Project:
Proposal Reference No:.....

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

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

- (Method of financing) (percentage ratio)
- (Method of financing) (percentage ratio)
- (Method of financing) (percentage ratio)
- (Method of financing) (percentage ratio)

We hereby confirm and agree to finance the project/work will be financed by the above-mentioned method(s). We have submitted relevant documents to provide proof of funding, to the proposed method(s) of financing the project/work. We understand that the proposal will be disqualified if the documents do not show proof of funds to finance the estimated investment cost or if the documents are not in accordance with Section V. Business Proposal Requirement Clause 4. Financial Documents.

Proponent:

Name:

Address:

.....

Signature and Stamp



FORM 04: INFORMATION OF THE AUTHORIZED REPRESENTATIVE

Date:
Proposal Reference No:.....

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

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

Proponent:

Name:

Address:

.....

Signature and Stamp

Authorized Representative (preferably fulltime personal):

Name:

Designation:

ID Number:

Contact Number:

Email Address:

.....

Signature



FORM 05: FORMAT FOR PROJECT COMPLETION CERTIFICATE

[INSERT PROPONENT LETTER HEAD]

PROJECT COMPLETION CERTIFICATE

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

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

[Signature On Behalf Of The Developer/Contractor]

Name:

Company Registration No. :

Designation:

Signature:

Seal:

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



A handwritten signature in black ink, appearing to be a stylized name or initials.

[Signature On Behalf Of The Client]

Name:

Company Registration No. :

ID Card No:.....

Contact No:

Signature:

Seal:

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



A handwritten signature in black ink, appearing to be a stylized name or set of initials.

FORM 06: FORMAT FOR REFERENCE LETTER

[Insert Client Letter Head]

[Client Name]

[Client Address]

[Client Contact No.]

[Client Email]

Date: *[Insert Date]*

Reference No: *[Insert Reference Number]*

TO WHOM IT MAY CONCERN

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

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

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

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

Sincerely,

[Sign]

[Signatory Name]

[Designation]

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



FORM 07 - DECLARATION OF IMMEDIATE FAMILY MEMBERS

Date:
Name of the Project:
Proposal Reference Number:
Proponent Name:
Name of the Authorized Signatory:

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

- 1. has a relation (Immediate family members employed at HDC) that puts in a position to influence the proposal of the proponent, or influence the decisions of the Lessor regarding the RFP process, (Yes/No)

2. If Yes, specify the details relating to the information pursuant to Clause 1 above are as follows;

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

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

Name:

Date:

.....
Signature



FORM 08 - PROPOSAL CHECKLIST

Proponents are required to Form 08 – Proposal Checklist outside the sealed envelope of the Proposal

Proponent	For HDC use	
<input type="checkbox"/>	<input type="checkbox"/>	1. Bid Security as in FORM 01
<input type="checkbox"/>	<input type="checkbox"/>	2. Letter of Proposal as in FORM 02
<input type="checkbox"/>	<input type="checkbox"/>	3. Copy of Business Registration Certificate
<input type="checkbox"/>	<input type="checkbox"/>	4. Board Resolution as in SECTION V 3.4
<input type="checkbox"/>	<input type="checkbox"/>	5. Proposal Checklist as in FORM 08 attached outside sealed proposal.

NOTE:

- **PROPOSALS WITHOUT THE SPECIFIED DOCUMENTS STATED IN THE FORM 08 PROPOSAL CHECKLIST (EXCLUDING FORM 08 - PROPOSAL CHECKLIST) WILL BE REJECTED AT THE TIME OF PROPOSAL OPENING.**
- **ANY BANK STATEMENTS WILL NOT BE ACCEPTED WITH THE PROPOSAL. REQUIRED FINANCIAL DOCUMENTS MUST BE SUBMITTED AS PER CLAUSE 4 (FINANCIAL DOCUMENTS) OF SECTION V. BUSINESS PROPOSAL REQUIREMENT.**



FORM 09 - PROPONENTS CHECKLIST

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

Proposal Documents:	
	Letter of Price Proposal
	Bid Security
	Business Plan
Legal Documents:	
Sole Proprietors:	
	Business Registration Certificate
	Information of the Authorized Representative as in Form 04
	Power of Attorney to sign on behalf of the Proponent
Companies:	
	Business Registration Certificate
	Information of the Authorized Representative as in Form 04.
	Power of Attorney to sign on behalf of the Proponent
	For Partnership: Partnership Deed / Agreement
	Memorandum and Articles of Association of the Company
	Board Resolution of the Company confirming Board of Director's approval for proposed work
Financial Documents:	
	HDC statement of the Due Clearance
	For sole proprietors: monthly average balance confirmation of 12 (twelve) months and sealed by bank/financial institution
	For companies: Audited Financial statements of the most recent 3 (three) years (2019, 2020 & 2021) or monthly average balance confirmation of 12 (twelve) months and sealed by bank/financial institution
<u>Documents required based on the chosen Method of Financing:</u>	
<u>If bank financing is proposed:</u>	
	Bank Comfort letter
<u>If equity injection is proposed:</u>	
	Commitment letter of shareholders
	Average monthly balance of the past 12 (twelve) months authorized and sealed by bank/financial institution of the shareholders (OR) Audited Financial statements of the most recent 3 (three) years (2019, 2020 & 2021) and Management Accounts of the current year (2022) (OR) Relevant documents for bank financing by shareholder (as per Section V Clause 4.5) (OR) Relevant documents for external financing by shareholder (as per Section V Clause 4.7)
<u>If external financing is proposed:</u>	
	Commitment letter of the financier
	Average monthly balance of the past 12 (twelve) months authorized and sealed by bank/financial institution of the external financier (OR) Audited Financial statements of the most recent 3 (three) years (2019, 2020 & 2021) and Management Accounts of the current year (2022) (OR) Relevant documents for bank financing by financier (as per Section V Clause 4.5)

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



Proponent:

Name:

Address:

.....

Signature and Stamp



SECTION VI. CONTRACT TERMS

<p>1. Parties to the Agreement</p>	<p>Housing Development Corporation Ltd HDC Building</p> <p>Hulhumalé</p> <p>(hereinafter referred to as "HDC", which expression shall include its successors-in-title, liquidators, administrators and lawful assignees where the context so requires or admits).</p> <p>[Address of the successful Proponent]</p> <p>(hereinafter referred to as "Developer", which expression shall include its successors-in-title, liquidators, administrators and lawful assignees where the context so requires or admits)</p>																								
<p>2. Objective</p>	<p>2.1. To provide business opportunities to undertake development projects in Hulhumalé and to incentivize completion of high-quality residential developments in a timely manner.</p>																								
<p>3. Plot Number and Area (Sqft)</p>	<p>3.1. The Land Plots to be allocated for the project are:</p> <table border="1" data-bbox="544 987 1302 1431"> <thead> <tr> <th>#</th> <th>Lot No</th> <th>Plot Area (Sq.ft)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11414</td> <td>26,497.38</td> </tr> <tr> <td>2</td> <td>11415</td> <td>26,508.79</td> </tr> <tr> <td>3</td> <td>11416</td> <td>24,449.55</td> </tr> <tr> <td>4</td> <td>11688</td> <td>29,004.84</td> </tr> <tr> <td>5</td> <td>11689</td> <td>34,543.83</td> </tr> <tr> <td>6</td> <td>11690</td> <td>33,874.85</td> </tr> <tr> <td>7</td> <td>11691</td> <td>34,319.40</td> </tr> </tbody> </table>	#	Lot No	Plot Area (Sq.ft)	1	11414	26,497.38	2	11415	26,508.79	3	11416	24,449.55	4	11688	29,004.84	5	11689	34,543.83	6	11690	33,874.85	7	11691	34,319.40
#	Lot No	Plot Area (Sq.ft)																							
1	11414	26,497.38																							
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3	11416	24,449.55																							
4	11688	29,004.84																							
5	11689	34,543.83																							
6	11690	33,874.85																							
7	11691	34,319.40																							
<p>4. Land Usage</p>	<p>4.1. The land shall be utilized for the development of mixed-used residential units.</p> <p>4.2. Any other land use apart from the intended land uses are prohibited in the allocated land plot.</p> <p>4.3. Any development on the land should be in compliance with the Hulhumalé Planning and Development guidelines.</p>																								
<p>5. Conditions Precedent</p>	<p>5.1. Agreement will only be signed upon the fulfillment of the following conditions:</p> <p>5.1.1. Submission of Performance Guarantee as per clause 6.</p> <p>5.1.2. Submission and Approval of Concept Drawing as per clause 7.</p> <p>5.1.3. Payment of first installment of the Development & Sale Rights Acquisition Fee as per Clause 8.2.1.</p> <p>5.1.4. Submission of "Price Capped Housing units" to be allocated for HDC as settlement of consideration of Land Price (Development and Sale Right) within 30 (Thirty) days. "Price</p>																								



	<p>Capped Housing Units" allocated to HDC shall be mutually agreed between both parties prior to agreement signing.</p>
<p>6. Performance Guarantee</p>	<p>6.1. Submission of Performance Guarantee amounting to 5% of the Project Value, shall be paid to HDC within 30 Calendar Days of Conditional award letters. However, the performance guarantee amount is subjected to the following;</p> <p>6.1.1. For Local Parties: 5% of the estimated project value.</p> <p>6.1.1.1. If 5% of the estimated project value is less than MVR 500,000.00 the party shall pay a Performance Guarantee of MVR 500,000.00. If 5% of the estimated project value is more than MVR 5,000,000.00 the party shall pay a Performance Guarantee of MVR 5,000,000.00.</p> <p>6.1.2. For International Parties: 5% of the estimated project value.</p> <p>6.1.2.1. If 5% of the estimated project value is less than USD 100,000.00 the party shall pay a Performance Guarantee of USD 100,000.00. If 5% of the estimated project value is more than USD 1,000,000.00 the party shall pay a performance Guarantee of USD 1,000,000.00</p> <p>6.2. The Performance Guarantee should be valid throughout the development period plus 3 additional calendar months from completion of development.</p> <p>6.3. In case of agreement termination within the development period, Developer has the right to claim Performance Guarantee.</p>
<p>7. Concept Drawings</p>	<p>7.1. The Developer shall submit concept drawings as per the Hulhumalé development guidelines, within 30 calendar days from the receipt of conditional award letter.</p> <p>7.2. If the submitted concept drawing is as per the development guidelines, HDC must provide the approval within 14 working days from the submission date.</p> <p>7.3. If the submitted concept design is not as per the development guidelines, HDC must provide comments to the Developer within 14 working days from submission.</p> <p>7.4. Developer must ensure rectifications are made as per the comments of HDC and submit within 14 working days of HDC's comments being communicated, failing to do so will result in cancelation of the conditional award letter.</p> <p>7.5. Revised concept cannot be submitted prior to receiving comments from HDC.</p> <p>7.6. The Developer will have to address all issues highlighted in comments for drawings prior to submission of revised concept.</p> <p>7.7. If the concept is changed / revised and resubmitted for approval, after the initial approval has been given, the developer will be charged a review fee of MVR 3 per square meter.</p> <p>7.8. The HDC must inform in writing to the Developer of the approval or rejection of the revised concept drawings submitted.</p>



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<p>8. Development & Sale Right Acquisition Fee</p>	<p>8.1. Development & Sale Rights Acquisition Fee is MVR 210 (Two Hundred and Ten) per sqft of plot area shall be paid before the approval of detailed drawing design from HDC.</p> <p>8.2. Development and Sale Right Acquisition fee must be paid in 3 stages: 8.2.1. First payment to be paid 30 days from conditional award letter 8.2.2. Second payment to be paid 30 days from agreement signing</p> <p>8.3. Detailed drawings would be approved upon full payment of acquisition fee.</p>
<p>9. Detailed Drawings</p>	<p>9.1. Developer must submit the detailed drawings, as per the approved concept and Hulhumalé Development guidelines within 60 calendar days of agreement signing date.</p> <p>9.2. If the submitted detailed drawings is as per the approved concept and Hulhumalé development guidelines, HDC must provide the approval within 14 working days of submission date.</p> <p>9.3. If the submitted detailed drawings in not as per the approved concept drawings and Hulhumalé development guidelines HDC must provide the comments within 14 working days with a 14 calendar days period to Developer to submit revised drawings as per the comments.</p> <p>9.4. If the Developer fails to get approval for the detailed drawings with the second submission, HDC will consider it as failure to fulfill the condition and will lead to the termination of the agreement.</p> <p>9.5. HDC will charge the Developer as per HDC's drawings approval fee at the time of detailed drawings approval and the approval will be release upon Developer making the payment.</p>
<p>10. Housing Segmentation</p>	<p>10.1. The residential units shall comprise of units of 2 bedrooms and 3 bedrooms.</p> <p>10.2. 2 bedrooms residential units shall have a minimum of 700 sqft and 3 bedrooms residential units shall have a minimum of 900 sqft.</p> <p>10.3. The Developer should develop commercial units on the ground and first floor as per the Hulhumalé development guidelines (minimum requirements) and should reflect on design guidance documents when preparing the drawings.</p> <p>10.4. The target market for this housing project shall be essentially for mid income group.</p>
<p>11. Price Capped Housing Units</p>	<p>11.1. Minimum of 60% of the saleable area shall be priced at MVR 1,500,000.00 (Maldivian Rufiyaa One Million Five Hundred Thousand) (exclusive of GST) for 2 Bedroom Apartments and MVR 2,500,000.00 (Maldivian Rufiyaa Two Million Five Hundred Thousand) for 3 Bedroom Apartments</p> <p>11.2. Price Capped Units should only be sold as per Ministry of National Planning, Housing & Infrastructure's guideline.</p> <p>11.3. Price Capped Units must have basic finishing and facilities as per the Drawing and Guideline.</p>
<p>12. Land Cost (Cost of Development & Sale Right)</p>	<p>12.1. The Developer should settle the value of land price in terms of completed "Price Capped Housing Units" at the rate of MVR 2400.00 (Exclusive of GST) per sq. ft of salable floor area.</p>



	<p>12.2. Building usage permit shall be issued proportionately to the handover of developed units to HDC.</p> <p>12.3. Developer should settle the value of land cost after deductions for commercial area and car parking allocated to HDC.</p> <p>12.4. The cost for commercial area developed (as per the Planning and Development Guideline by HDC) shall be at the rate proposed by the Lessee per sqft.</p> <p>12.5. The cost for car parking slots to HDC (developed as per the Planning and Development Guideline by HDC) will be at the rate of MVR 1,000.00 per sqft.</p> <p>12.6. If there is any difference in value while handing over developed units, it should be settled in cash within 7 days of unit handover.</p> <p>12.7. If the developer fails to handover residential units or settle the balance of land cost in cash to HDC as per clauses 12.1 and 12.6 and work schedule, the developer must pay delay damages to HDC as follows: 12.7.1. Penalty for delays in handing over residential area shall be 0.05% per day of the outstanding amount.</p> <p>12.8. Penalty for handing over commercial area would result in HDC withholding building permit or fine calculated at the basis of market rate of commercial lease. 12.8.1. Building permit for a maximum of 80% will be issued without the handover of commercial area to HDC. 12.8.2. The remaining 20% of the building permit would be issued upon handover of commercial area, or payment of fine calculated at the basis of market rate of commercial lease till handover of the commercial area.</p>
<p>13. Financing of the Project</p>	<p>13.1. The developer has to secure 100% finance for the project.</p> <p>13.2. The Mortgage for the Sale and Development rights can be granted as per HDC's mortgage policy.</p>
<p>14. Parking</p>	<p>14.1. Parking has to be provided as per the planning guidelines of the land plot.</p> <p>14.2. Car parking spots can be sold to the tenants linked to the sale of units.</p> <p>14.3. Developer cannot lease out parking spots. Any car parking spots unsold at the time of completion of residential unit sale should be handed over to the condominium society.</p> <p>14.4. Motorbike parking shall be allocated free of charge to each unit as per the planning guidelines.</p> <p>14.5. Any additional motorbike parking spots can be sold to the tenants linked to the sale of units. Any motorbike parking spot unsold at the time completion of residential unit sale should be handed over to condominium society.</p> <p>14.6. Developer should make allocation of car parking and motorbike parking spots to units to be reserved by HDC at the ratio as per the planning guidelines.</p> <p>14.7. Motorbike parking allocated to HDC shall be free of charge to each unit as per the Drawing and Guidelines in Section VII and car parking slots shall be sold at MVR 1000.00 per sqft.</p>



<p>15. Time Line</p>	<p>15.1. Construction period for the project shall be 24 months if Sale and Development Mortgage right is granted or 36 months for other financing models from the date of land handover.</p> <p>15.2. HDC must hand over the land to the developer within 7 days of detail drawings approval.</p> <p>15.3. Developer must submit, if required by relevant authorities, approved EIA report within 30 days of detail drawing approved date.</p> <p>15.4. Developer must submit the BOQ and the detail project schedule within 30 days of detail drawings approval date. Developer must submit, if required by relevant authorities, approved EIA report within 30 calendar days of detail drawing approved date.</p> <p>15.5. Developer must submit project plan and schedule timeline within 30 calendar days from date of approval of detailed drawings</p> <p>15.6. Developer must submit the Bill of Quantity (BOQ) including the cost and manpower plan within 30 calendar days from the date of approval of the detailed drawings.</p> <p>15.7. Developer must mobilize to the development site within 30 days of land handover date.</p> <p>15.8. Developer must complete the foundation as per the approved drawings within 120 days of land handover date.</p> <p>15.9. Developer must complete the super structure as per the approved drawings within 650 days of land handover.</p> <p>15.10. Developer must complete the construction and finishing work within 730 (mortgage)/1095 (no mortgage) days of land handover.</p> <p>15.11 Developer must start the usage of the building or commence the intended operation within 30 days of completion of the construction.</p>
<p>16. Project Management Consultant</p>	<p>16.1. The developer shall appoint locally registered Project Management (PM) consultant within 30 days of land handover for quality assurance of the building as per Quality Assurance Criteria and be responsible to the Project Management Consultant.</p> <p>16.2. The Requirements, Duties and Responsibilities of the Project Management consultant should be in accordance with the drawings and guidelines.</p>
<p>17. Sale of Housing Unit</p>	<p>17.1. The developer must sell the housing units to the individuals allowed under the Maldivian law.</p> <p>17.2. The developer must sell the Price Capped Units as per Ministry of National Planning, Housing & Infrastructure's guideline.</p> <p>17.3. Approval for pre-sale can be granted upon 20% of civil work completion.</p> <p>17.4. Developer can start the marketing and promotion of the housing units after agreement signing.</p> <p>17.5. Bookings can only be carried out after the pre-sale approval from HDC. A booking fee of maximum MVR 50,000 can be collected from the customers when booking, however this has to be part of the price of the housing unit.</p> <p>17.6. Any add-ons or upgrade of the housing unit can be brought only if the customer voluntarily requests for it, and it should be</p>



[Handwritten signature]

	<p>communicated in written form as per Annex 01. Customer Consent Form and should be submitted to HDC along with sale documents.</p> <p>17.7. Developer shall submit details of sale price of "Open Market Units".</p> <p>17.8. Developer shall not under any circumstance sell more than one unit to a single party.</p>
<p>18. Operation & Management</p>	<p>18.1. The Developer shall be responsible for the administration, supervision and management of the Mixed-Used Residential Units</p> <p>18.2. The Developer must ensure continued operation and provision of service to the public throughout the agreement period.</p> <p>18.3. Failure to provide a continuous / regular service as per clause 20, by the Developer will be considered as a breach of contract.</p> <p>18.4. The Developer must ensure that the Land/Property is maintained up to safety standards specified by the relevant authorities such as, but not limited to, MNDF fire and safety standards</p> <p>18.5. The Developer must ensure the Security of the land/property at all times</p> <p>18.6. The Developer must ensure property maintenance of the land/property throughout the Agreement duration</p> <p>18.7. The Developer must ensure that the property is insured throughout the agreement period. Such an insurance should at least cover the losses including third party loses due to fire.</p>
<p>19. Duties and Obligations of Developer</p>	<p>19.1. Detailed drawing has to be submitted for approval to HDC within 60 days of agreement signing</p> <p>19.2. Submit project plan and schedule timeline within 30 (thirty) calendar days from the date of approval of detailed drawings.</p> <p>19.3. EIA has to be submitted to HDC within 30 days of detailed drawing approval if applicable by EPA.</p> <p>19.4. BOQ and the work schedule has to be submitted to HDC within 30 days of detailed drawing approval.</p> <p>19.5. Developer should mobilize the workforce within 30 days of site hand over.</p> <p>19.6. Construction period for the project shall be 24 months if Sale and Development Mortgage right is granted or 36 months for other financing models from the approval of the detailed drawings.</p> <p>19.7. The developer has to secure 100% finance for the project</p> <p>19.8. Submit monthly progress report of the development project once the development site is mobilized. HDC shall have the right to publish the progress update to My Hulhumalé Properties website on timely manner.</p> <p>19.9. Comply with all the protocols, guidelines and regulations of the relevant authorities.</p> <p>19.10. Communicate and obtain approval from HDC for any changes to the structure of the buildings.</p>



	<p>19.11. The developer will have to address all issues highlighted in comments for drawing prior to submission of revised concept.</p> <p>19.12. If the developer fails to finalize the concept drawings within the period, the conditional offer will be cancelled.</p> <p>19.13. The developer shall be responsible in finding a location for labor accommodation and material storage purposes of the development.</p> <p>19.14. The developer should remove the excess soil and construction waste timely, which shall be deposited to the locations identified and informed by WAMCO.</p>
<p>20. Duties and Obligations of HDC</p>	<p>20.1. HDC must handover the development site one year from RFP Announcement date to the developer.</p> <p>20.2. HDC must provide access to the land plot to the lessor for surveying, soil testing or for any other accepted request made by the developer during the drawing's stages.</p> <p>20.3. HDC should not unreasonably withhold any approvals requested by the developer in relation to the development and operation of the land</p> <p>20.4. HDC must review and provide if any comments within 10 (ten) working days of submission of the detailed drawings by the developer.</p> <p>20.5. HDC must release the Performance Guarantee upon successful completion of the development and commencement of operation by the developer.</p>
<p>21. Penalty</p>	<p>21.1. A penalty of 0.01% of the estimated project value per day will be levied on any extension to the deadline of completion of construction and finishing works.</p> <p>21.2. If any damage is caused to the public infrastructure or HDC property due to the act of or negligence of the lessee, penalty between MVR 50,000 to MVR 100,000 should be applied along with actual cost of repair to the said damage.</p>
<p>22. Termination</p>	<p>22.1. If the Developer fails to perform any of its obligation under the agreement, the Developer shall be granted a period to rectify the breach along with a fine amount between MVR 5,000 and MVR 100,000 considering the degree of the breach, to be determined by the sole discretion of the HDC.</p> <p>22.2. If the Developer fails to pay the fine and cure the breach within the extension period, the HDC has the right to terminate the agreement and give the Developer a duration of not less than 30 calendar days to vacate the land and handover the land to the HDC</p> <p>22.3. The Developer may terminate the agreement by serving 6 months' written notice upon the HDC of its intention to do so for any reason whatsoever.</p> <p>22.4. If any development has been undertaken at the time of termination, the development will be valued at cost by an independent valuer.</p>

	<p>22.5. If the Developer fails to achieve any hard deadlines by 150% HDC will terminate the agreement, under no circumstances this clause should be taken as an automatic time extension to any hard deadlines given in the agreement.</p> <p>22.5.1. For example, if the deadline for the submission of detail drawings is 90 days from agreement signing, however for any reason if the drawings is submitted later then (90*150%) 135 days from agreement signing.</p> <p>22.6. If for any reason if the Developer is penalized and the total accumulated penalty amount exceeds 20% of the project value, HDC has the right to terminate the agreement.</p>
<p>23. Process of agreement Termination</p>	<p>23.1. Upon agreement termination, HDC shall claim any Performance Guarantee submitted in relation to the agreement.</p> <p>23.2. Upon agreement termination, the Developer must give the ownership of the approved drawings to HDC, under the agreement.</p>
<p>24. Definitions</p>	<p>24.1. Development period: Development period means duration from agreement signed date to the date of commencing the usage of the development for the intended purpose.</p> <p>24.2. Construction Period: Construction period is the duration from land handover to the date of completion of the construction and finishing works.</p> <p>24.3. Hard Deadlines: Hard deadlines are the deadlines for the following tasks:</p> <p>24.3.1. Date for the submission of the detailed drawings</p> <p>24.3.2. Date for the completion of the construction and finishing works</p> <p>24.4. HDC delays: HDC delays mean any delays from HDC side in providing any comments or approval or land handover, in such a case HDC should revise the deadlines accordingly.</p>

DISCLAIMER:

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



SECTION VII. DRAWINGS AND GUIDELINES**5.1 Drawings**

The drawing contains the location map and plot / unit map of the land to be allocated for this RFP process. (Refer to next page).

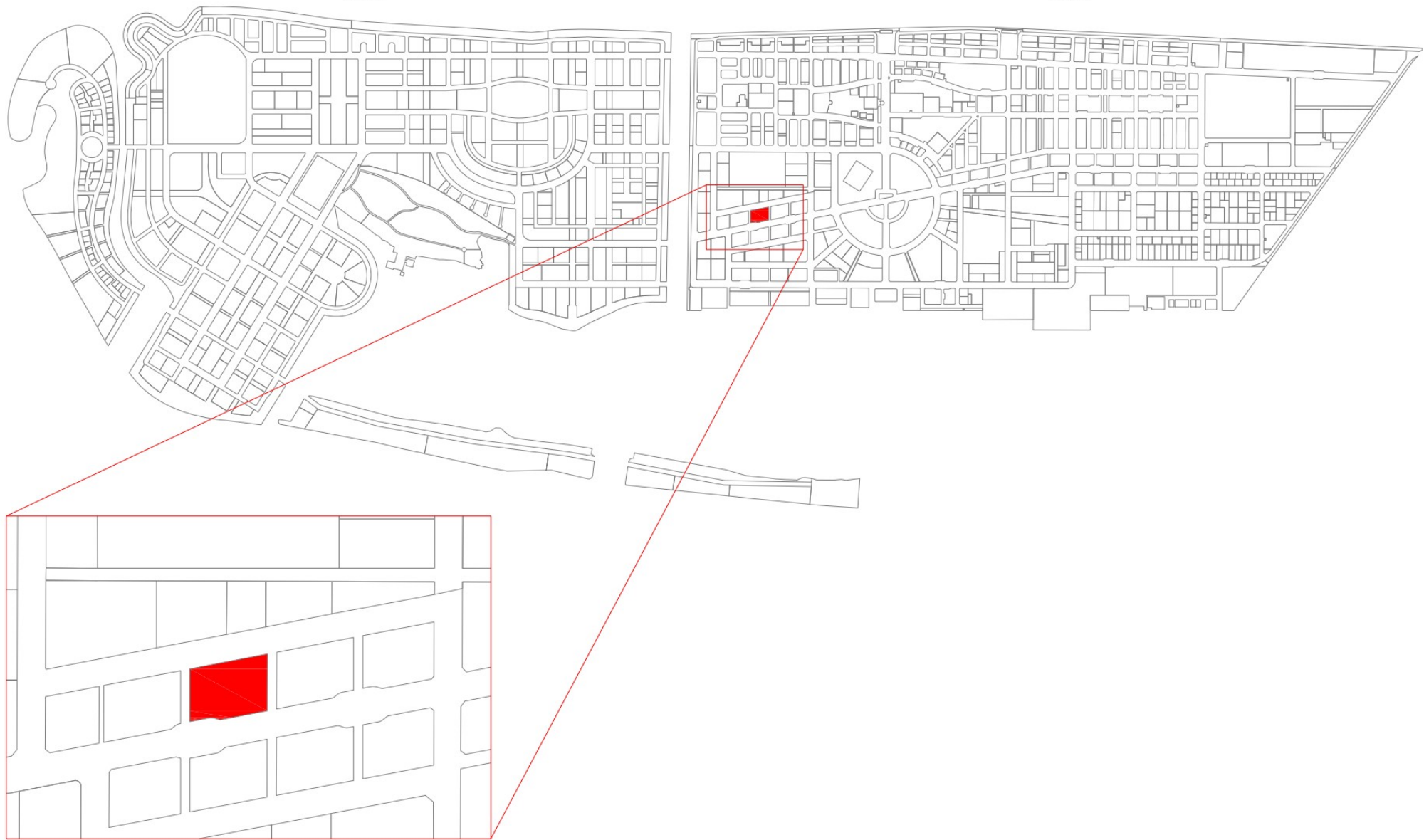
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1	11414	Development and Sale of Pure Residential Building	26,497.38
2	11415	Development and Sale of Pure Residential Building	26,508.79
3	11416	Development and Sale of Pure Residential Building	24,449.55
4	11688	Development and Sale of Pure Residential Building	29,004.84
5	11689	Development and Sale of Pure Residential Building	34,543.83
6	11690	Development and Sale of Pure Residential Building	33,874.85
7	11691	Development and Sale of Pure Residential Building	34,319.40

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



PHASE 2

PHASE 1



PROJECT: LOT 11414

Scale: N.T.S

Drawn by: Thorif Ibrahim

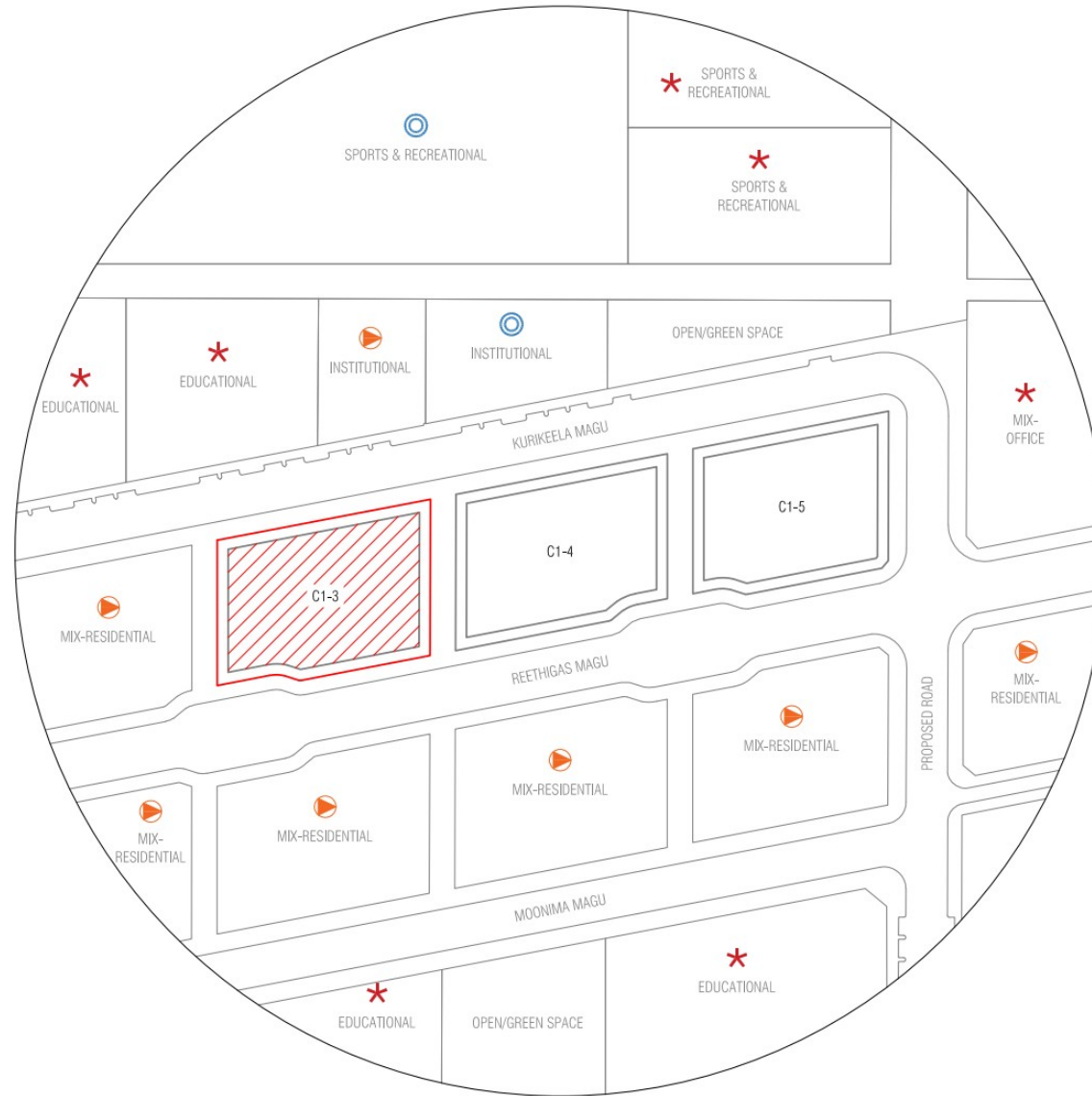
Checked by: Muhammed Ibrahim

Date: 19th April 2022

DRAWING: LOCATION MAP

Remarks:

 HOUSING
DEVELOPMENT
CORPORATION
PLANNING AND DEVELOPMENT DEPARTMENT
3RD FLOOR, HDC BUILDING HULHUMALE'
REPUBLIC OF MALDIVES
TEL. +(960)3353535, FAX +(960)3358892
EMAIL : planning@hdc.com.mv



LEGEND:

COMPLETED

ONGOING

PROPOSED

PROJECT: LOT 11414

Scale: N.T.S

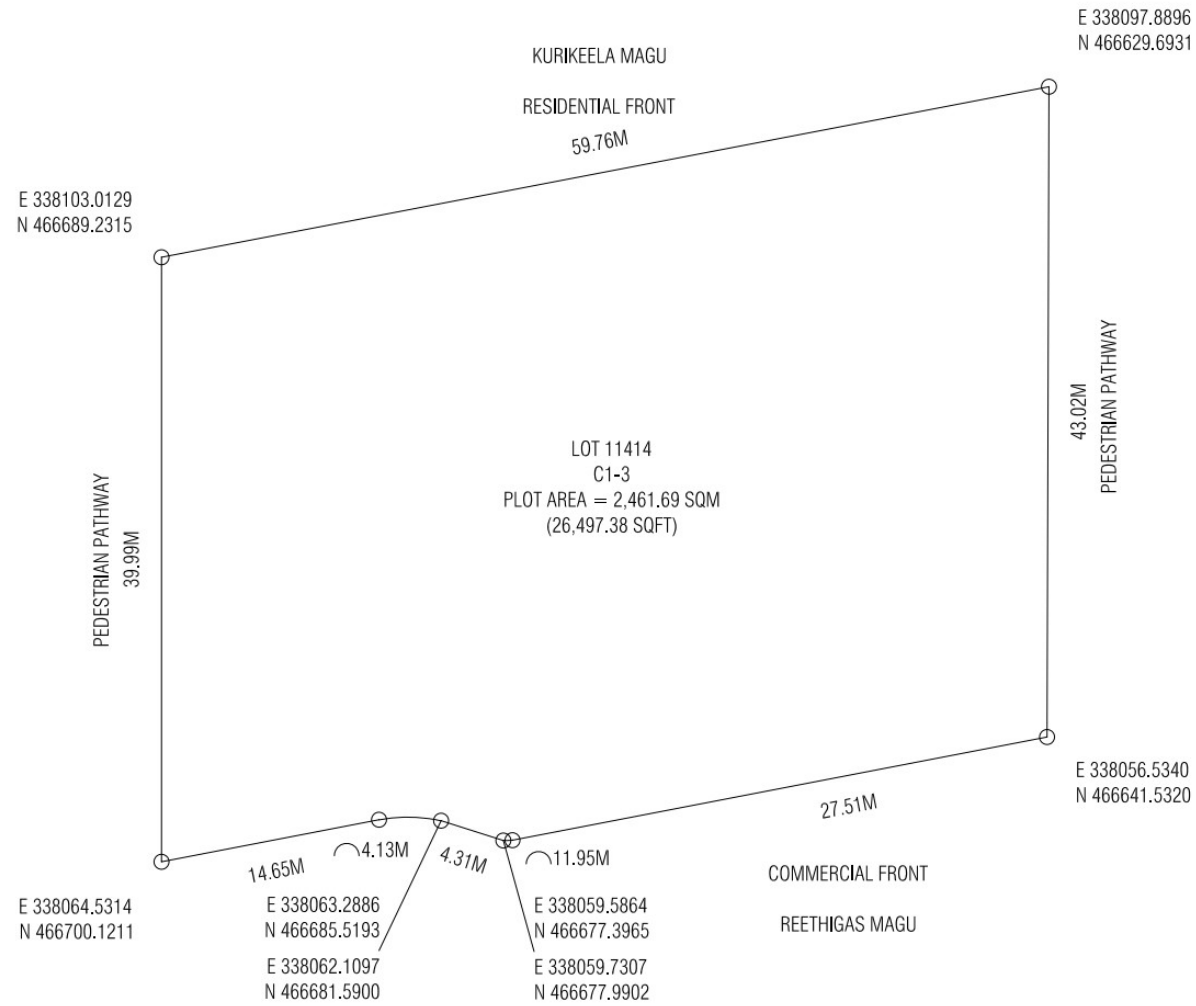
Drawn by: Mauman

Checked by:

Date: 21st April 2022

Remarks:

DRAWING: SITE CONTEXT PLAN



PROJECT: LOT 11414

Scale: N.T.S

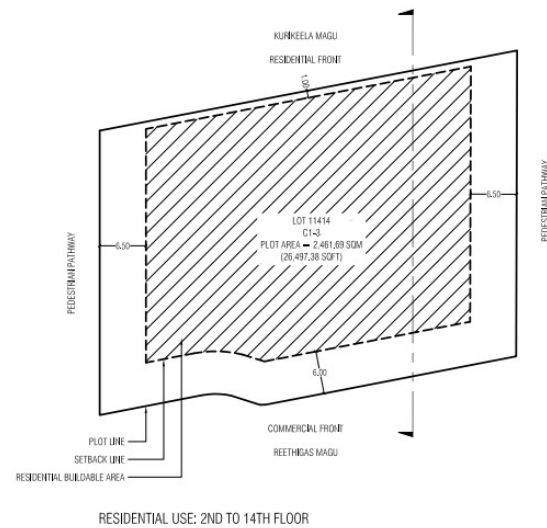
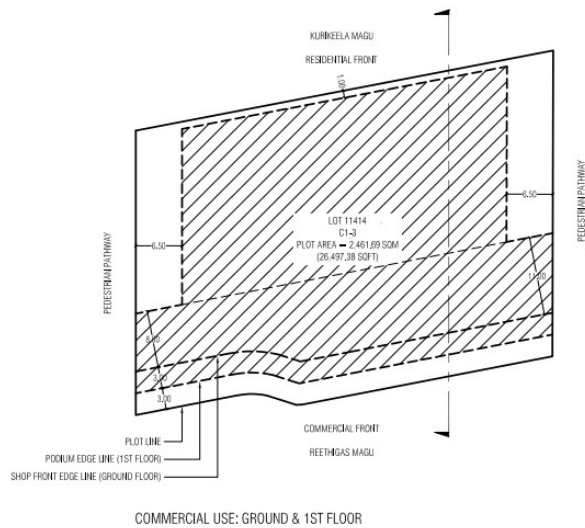
Drawn by: Thorif Ibrahim

Checked by: Muhammed Ibrahim

Date: 19th April 2022

DRAWING: PLOT MAP

Remarks:



Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors	Max No. Units
11414	C1-3	Mix residential stretch	Mix-Residential	2,461.69 SQM	1,230.85 SQM	14,647.06 SQM	5.95	50%	14 Floors	140
				26,497.38 SQFT	13,248.69 SQFT	157,659.44 SQFT			43M + 4M	

PROJECT: LOT 11414

Scale: N.T.S

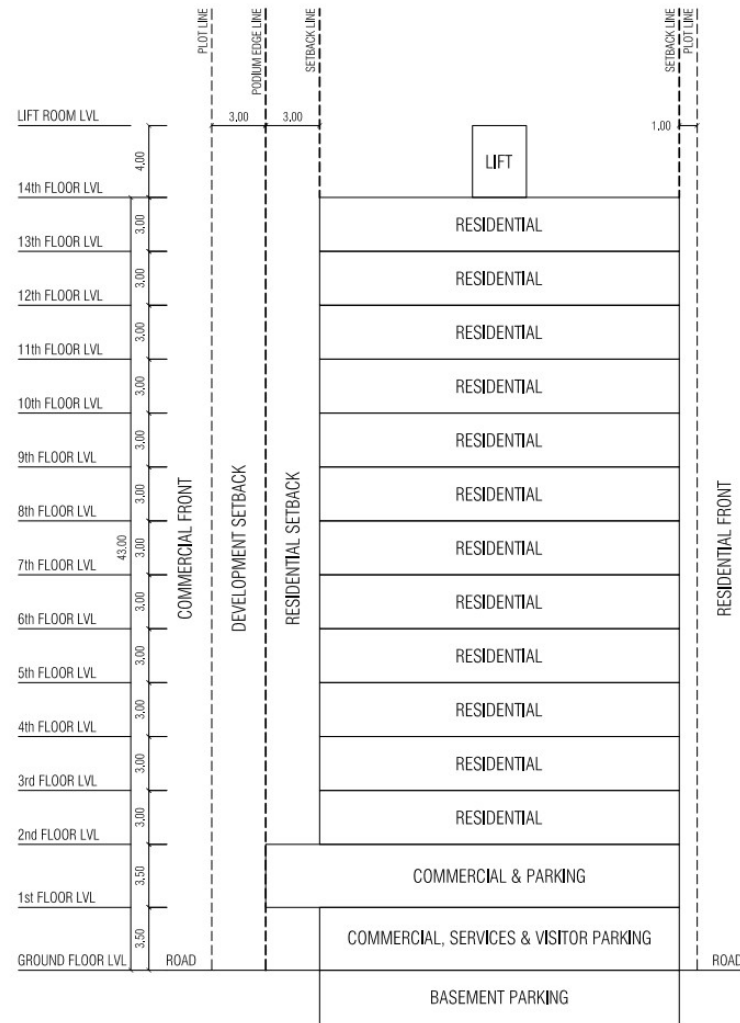
Drawn by: Mauman

Checked by:

Date: 21st April 2022

Remarks:

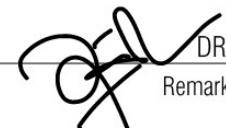
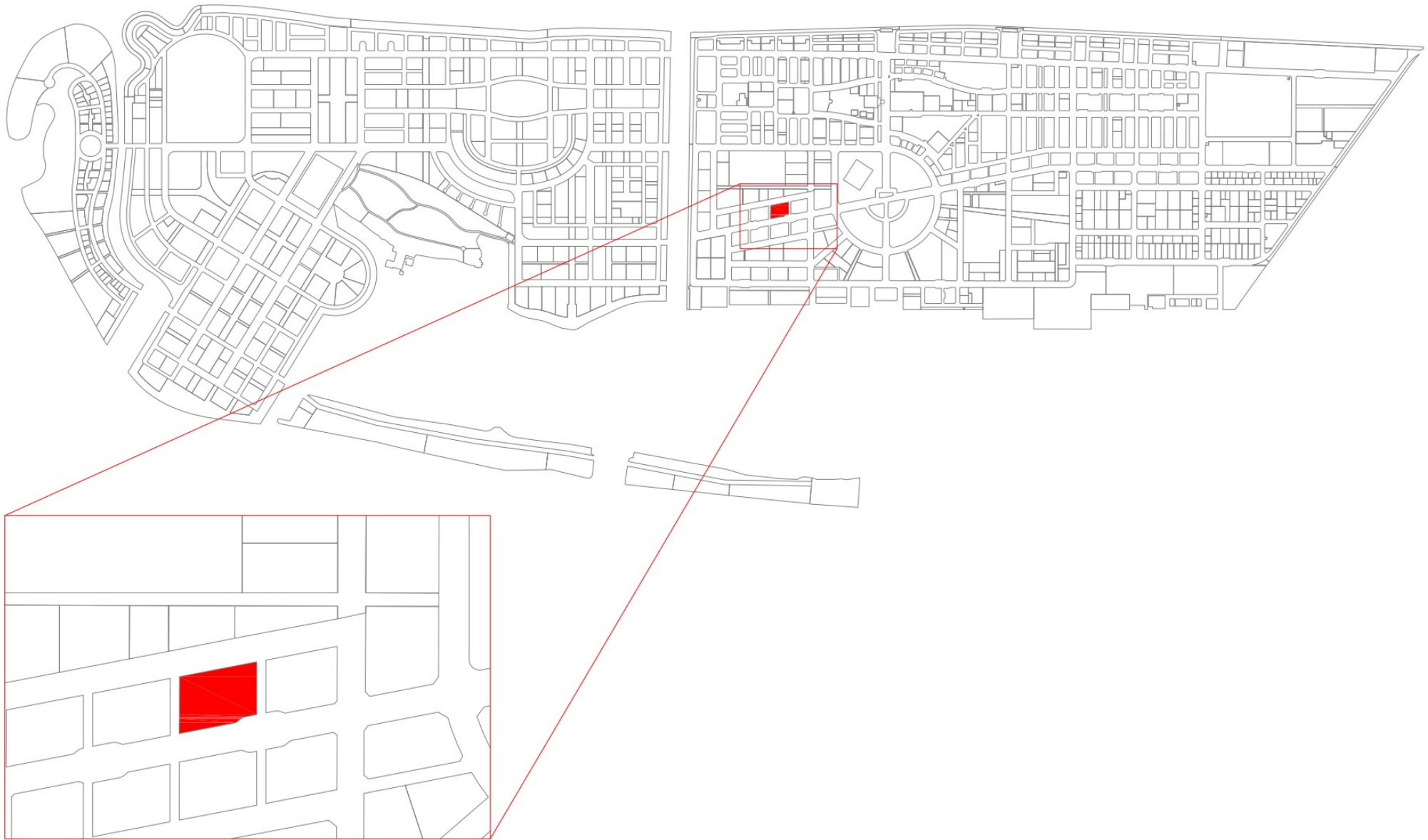
DRAWING: SETBACK PLAN

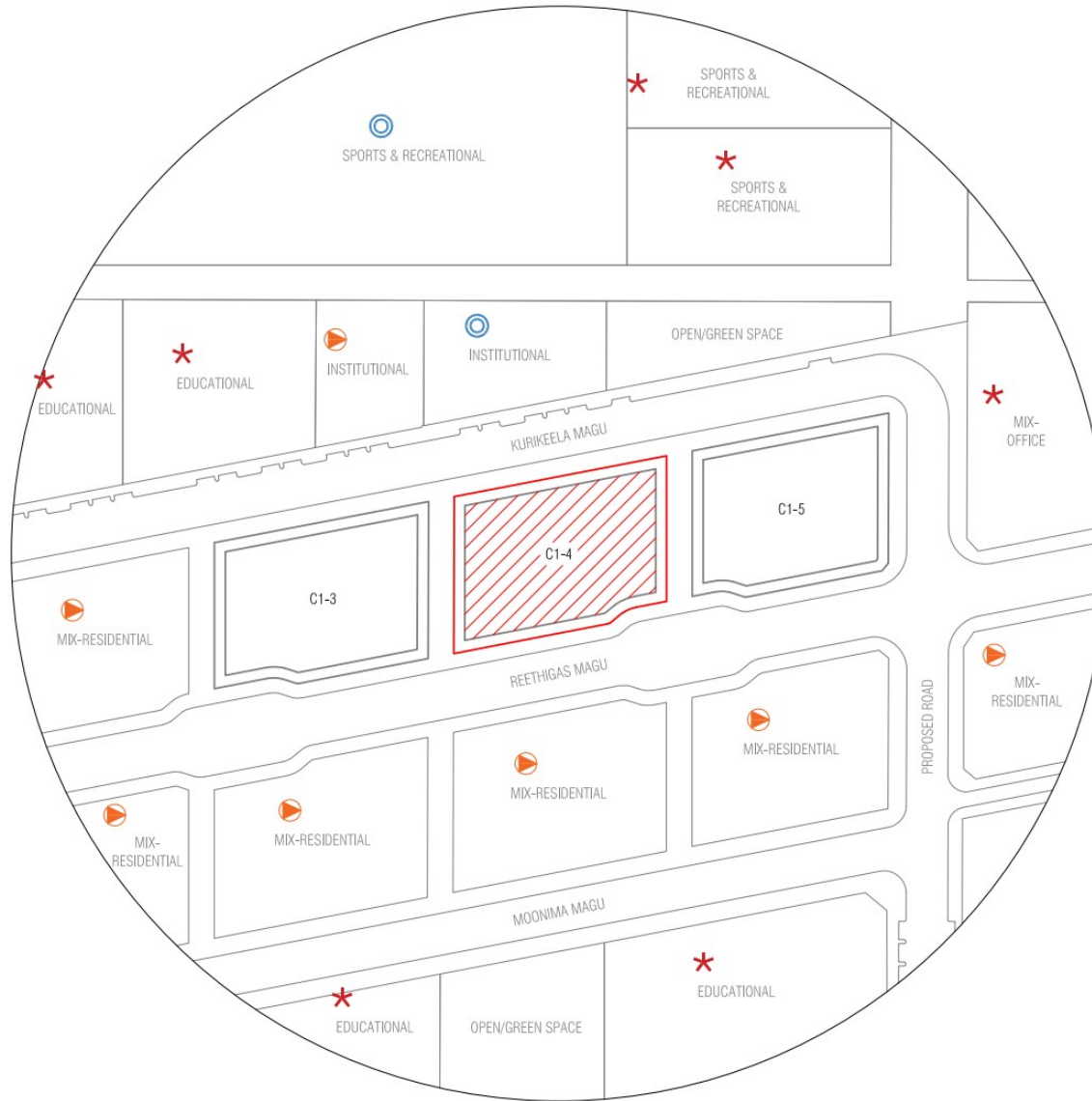




PHASE 2

PHASE 1





LEGEND:

COMPLETED

ONGOING

PROPOSED

PROJECT: LOT 11415

Scale: N.T.S

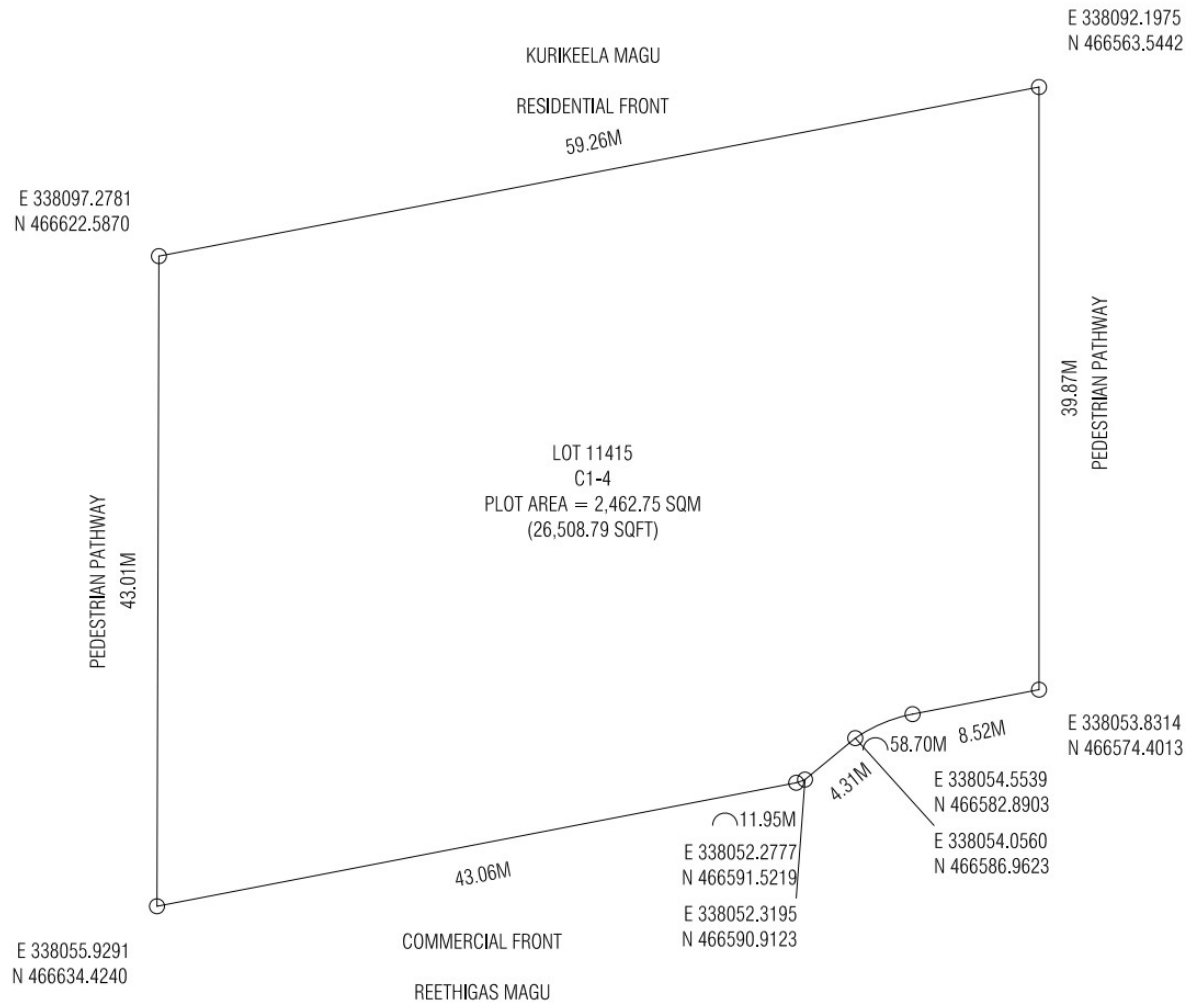
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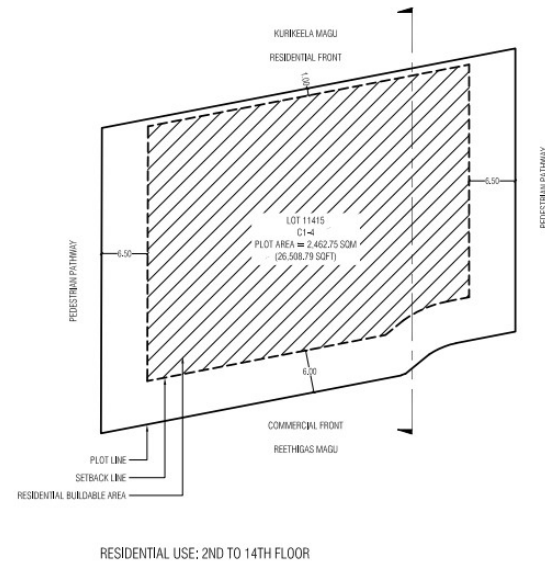
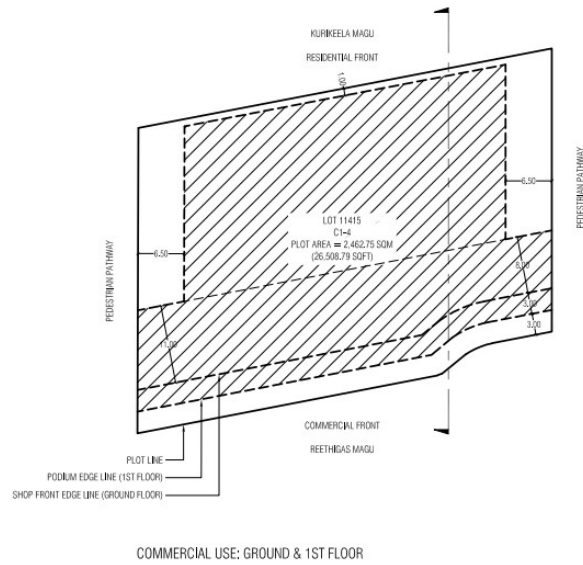
Checked by:

Date: 21st April 2022

Remarks:

DRAWING: SITE CONTEXT PLAN





Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors	Max No. Units
11415	C1-4	Mix residential stretch	Mix-Residential	2,462.75 SQM	1,231.38 SQM	14,653.36 SQM	5.95	50%	14 Floors	140
				26,508.79 SQFT	13,254.40 SQFT	157,727.33 SQFT			43M + 4M	

PROJECT: LOT 11415

Scale: N.T.S

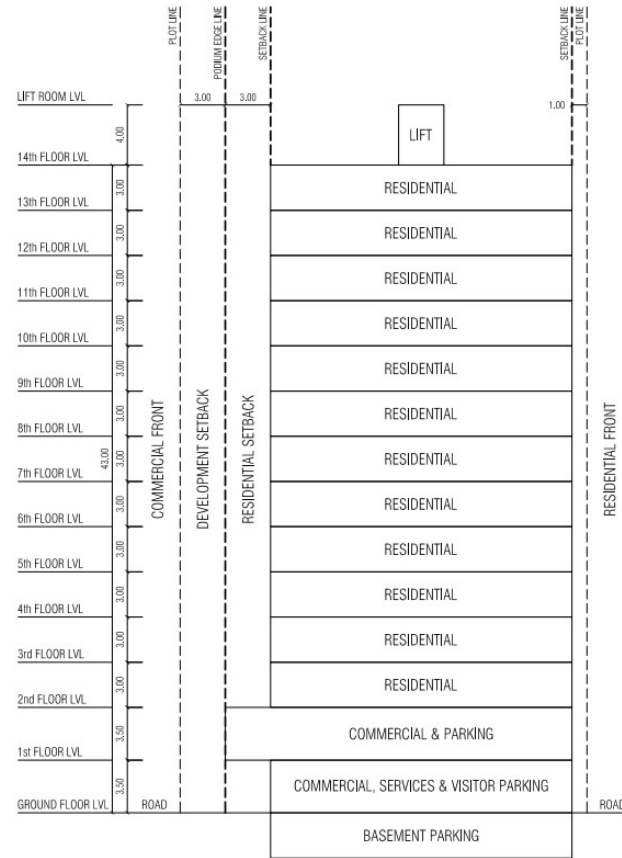
Drawn by: Mauman

Checked by:

Date: 21st April 2022

Remarks:

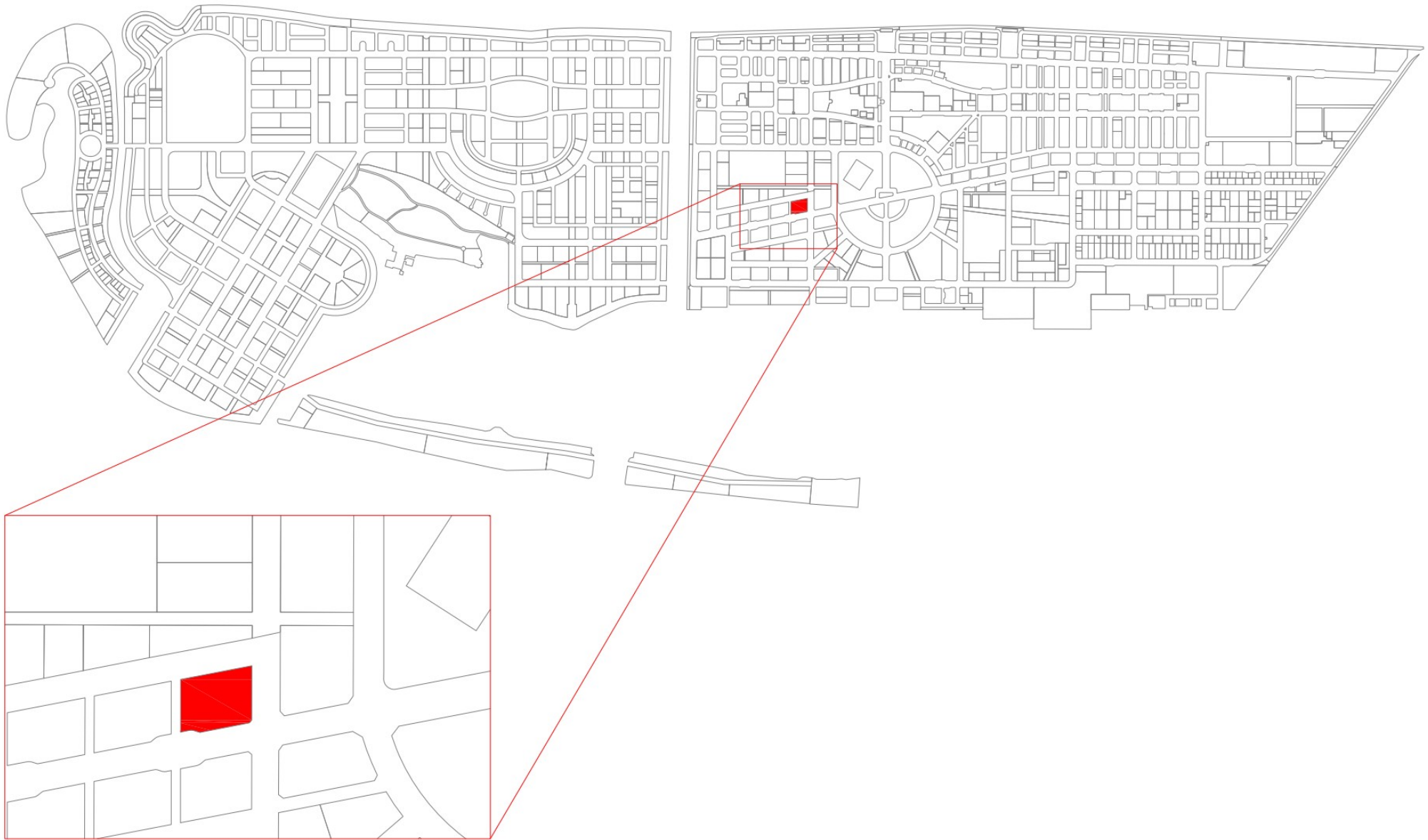
DRAWING: SETBACK PLAN





PHASE 2

PHASE 1



PROJECT: LOT 11416

Scale: N.T.S

Drawn by: Thorif Ibrahim

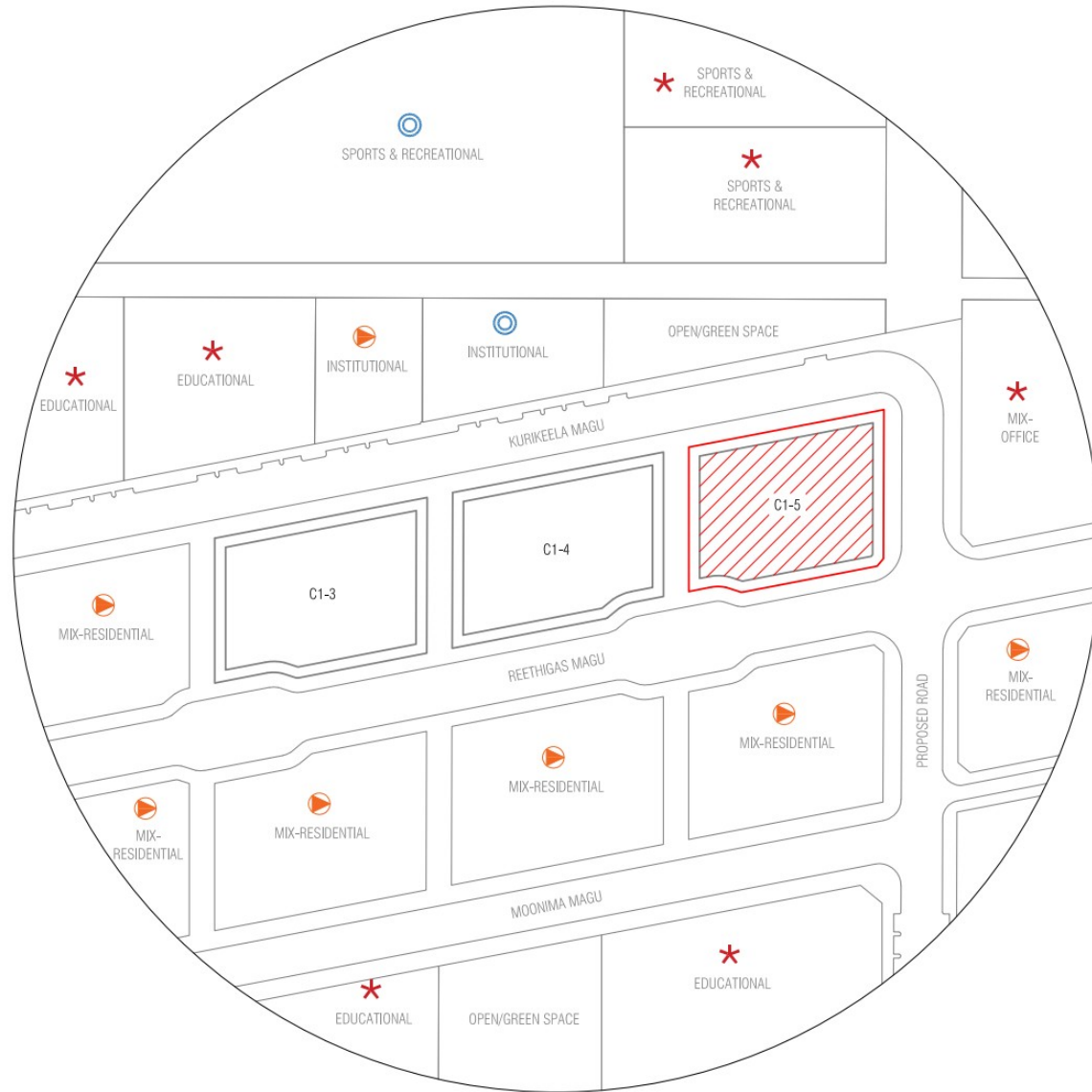
Checked by: Muhammed Ibrahim

Date: 19th April 2022

DRAWING: LOCATION MAP

Remarks:

 HOUSING
DEVELOPMENT
CORPORATION
PLANNING AND DEVELOPMENT DEPARTMENT
3RD FLOOR, HDC BUILDING HULHUMALE'
REPUBLIC OF MALDIVES
TEL. +(960)3353535, FAX +(960)3358892
EMAIL : planning@hdc.com.mv



LEGEND:

COMPLETED

ONGOING

PROPOSED

PROJECT: LOT 11415

Scale: N.T.S

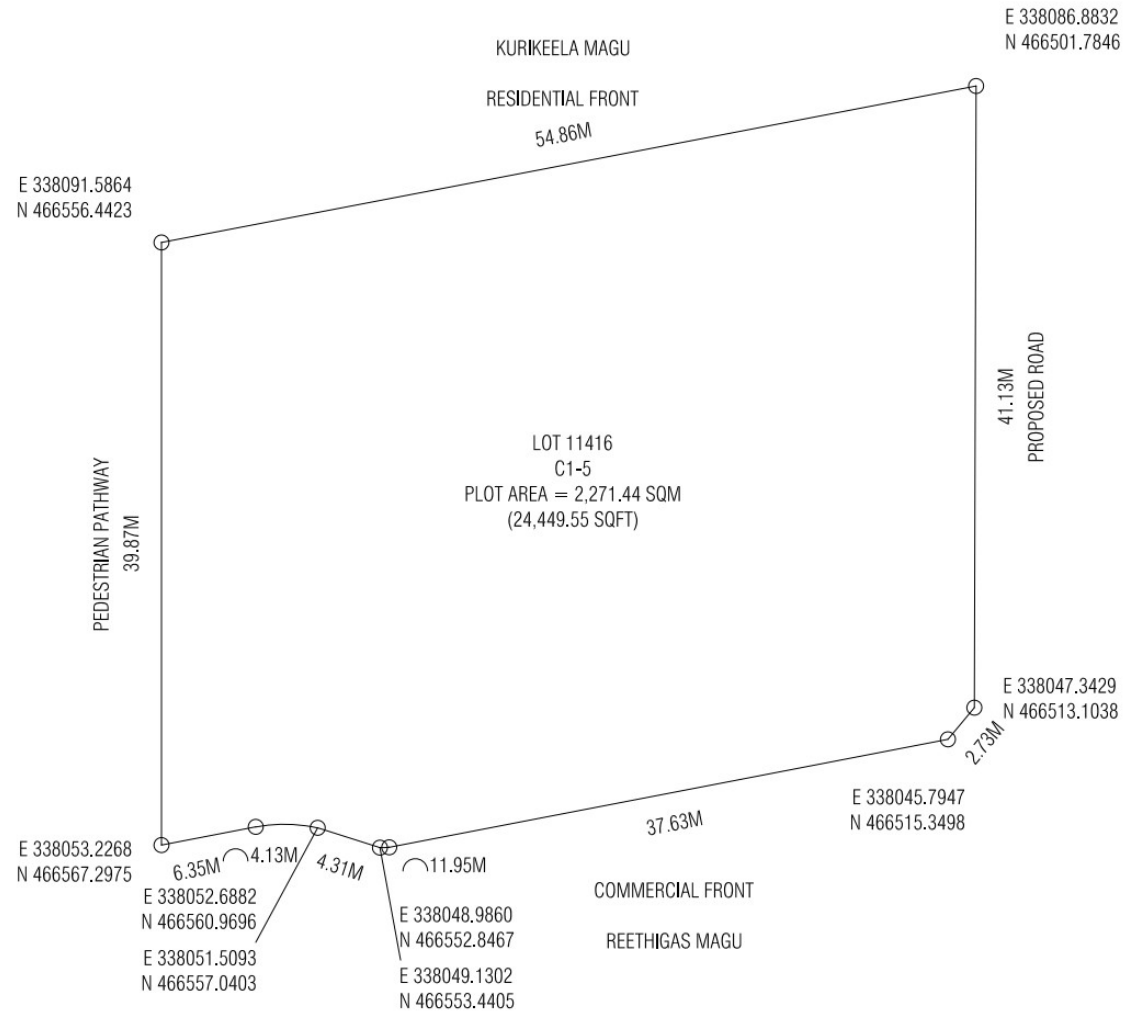
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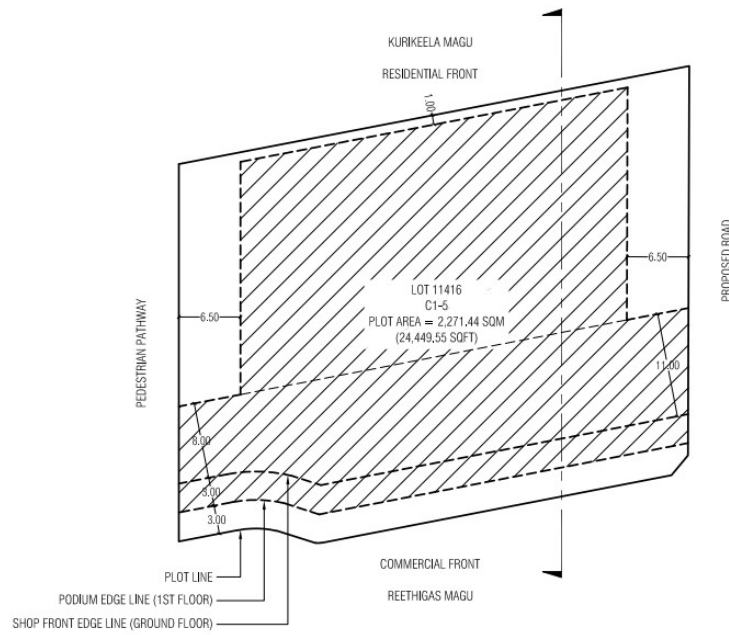
Checked by:

Date: 21st April 2022

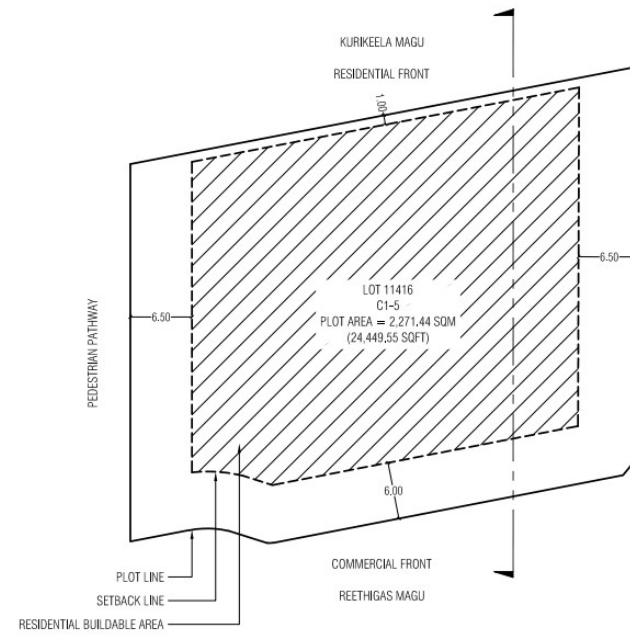
Remarks:

DRAWING: SITE CONTEXT PLAN





COMMERCIAL USE: GROUND & 1ST FLOOR



RESIDENTIAL USE: 2ND TO 14TH FLOOR

Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors	Max No. Units
11416	C1-5	Mix residential stretch	Mix-Residential	2,271.44 SQM	1,135.72 SQM	13,515.07 SQM	5.95	50%	14 Floors	129
				24,449.55 SQFT	12,224.78 SQFT	145,474.84 SQFT			43M + 4M	

PROJECT: LOT 11416

Scale: N.T.S

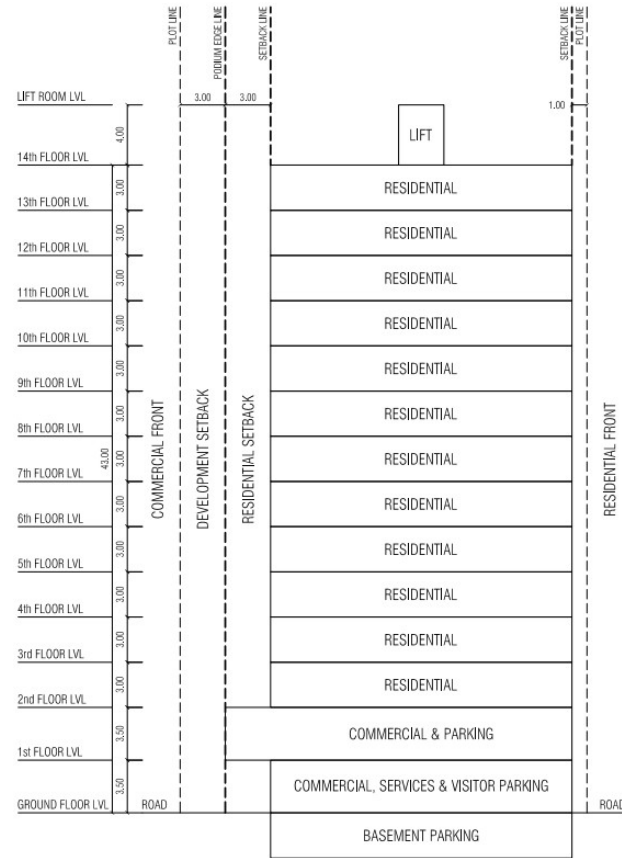
Drawn by: Mauman

Checked by:

Date: 21st April 2022

Remarks:

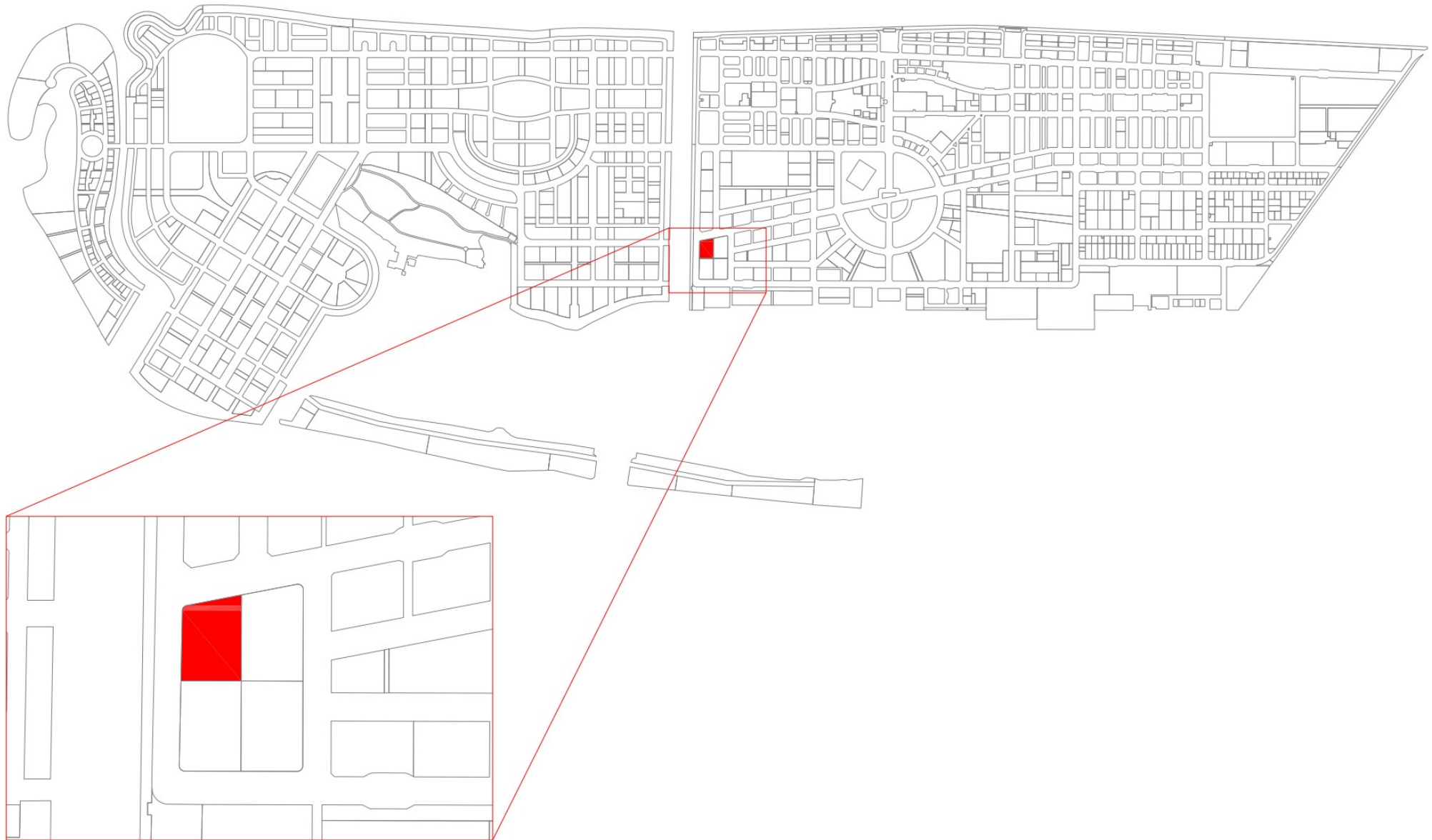
DRAWING: SETBACK PLAN





PHASE 2

PHASE 1





LEGEND:

- COMPLETED
- ONGOING
- PROPOSED

PROJECT: LOT 11688

Scale: N.T.S

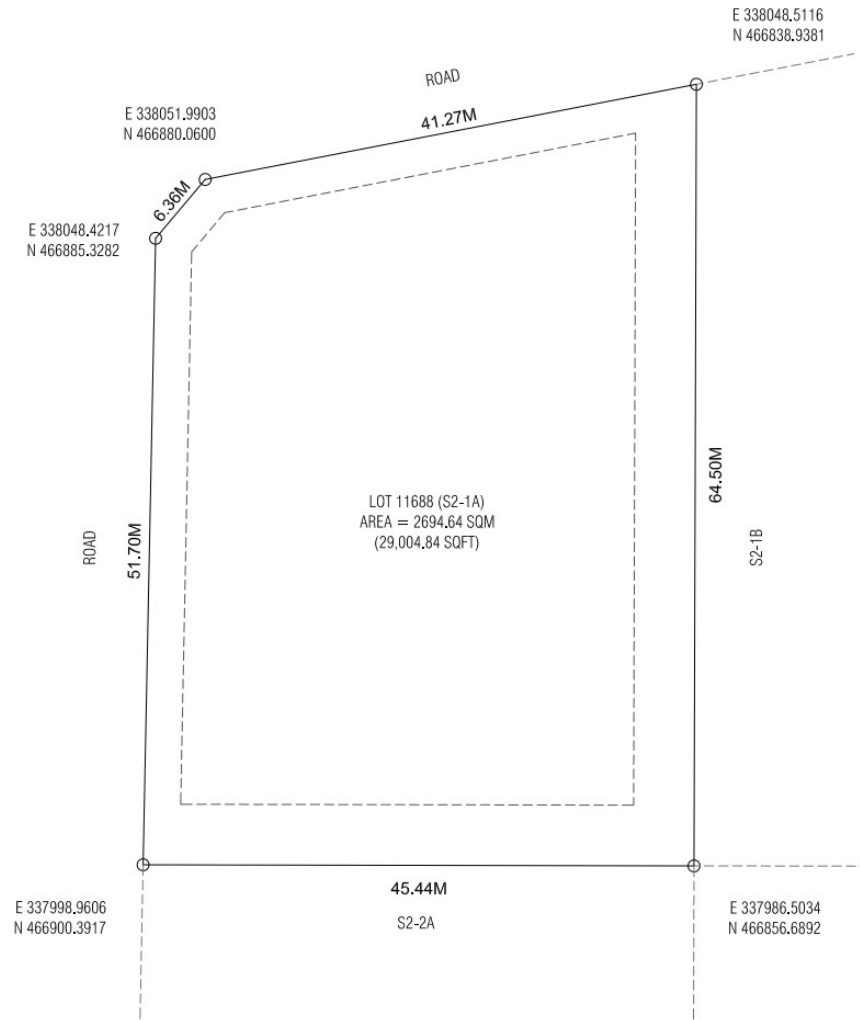
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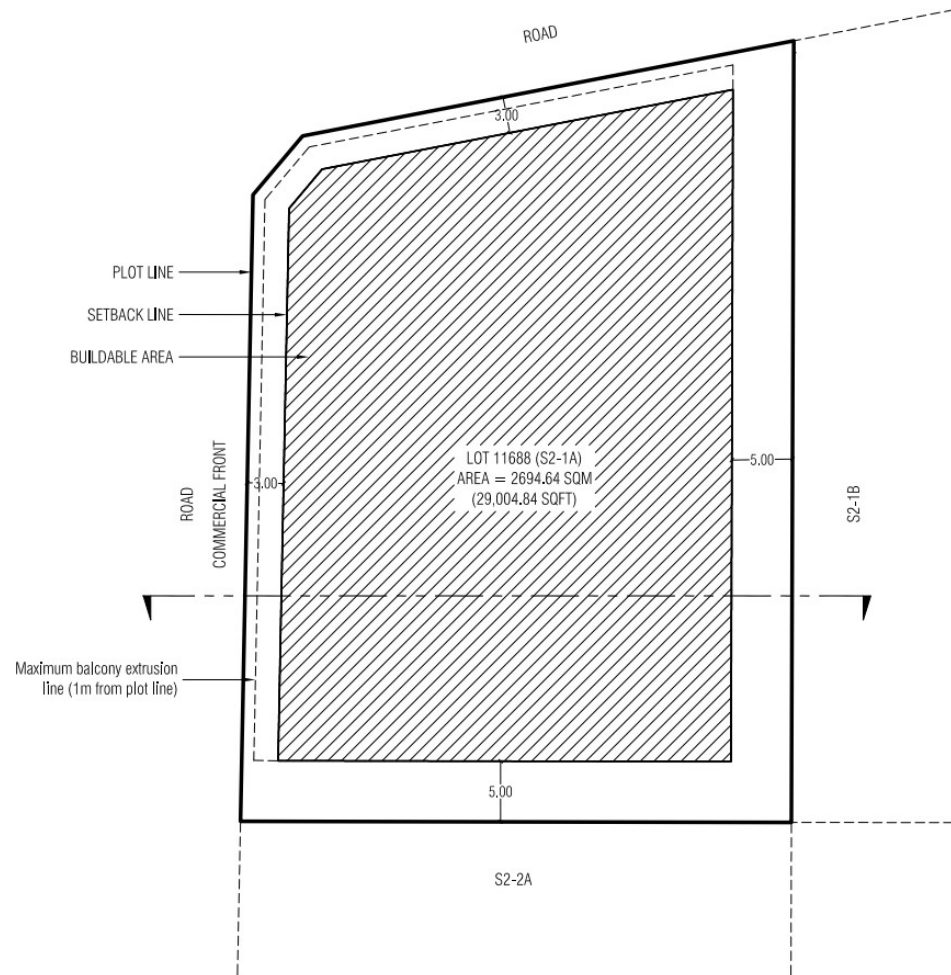
Checked by:

Date: 24th April 2022

Remarks:

DRAWING: SITE CONTEXT PLAN





Balconies can be extruded within 50% of the facade length.
 If the set back is larger than 2m - maximum balcony extrusion should be 1m inwards from the plot line.
 If two or more towers are in one development, a minimum of 10m must be maintained balcony to balcony.
 Balcony within the set back area will not be counted as GFA.

Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors	Max No. Units
11688	S2-1A	Mix housing	Mix-Residential	2,694.64 SQM 29,004.84 SQFT	1,347.32 SQM 14,502.42 SQFT	16,976.23 SQM 182,730.46 SQFT	6.3	50%	14 Floors / 47 m 43 m bldg + 4m Lift Machine Room	136

PROJECT: LOT 11688

Scale: N.T.S

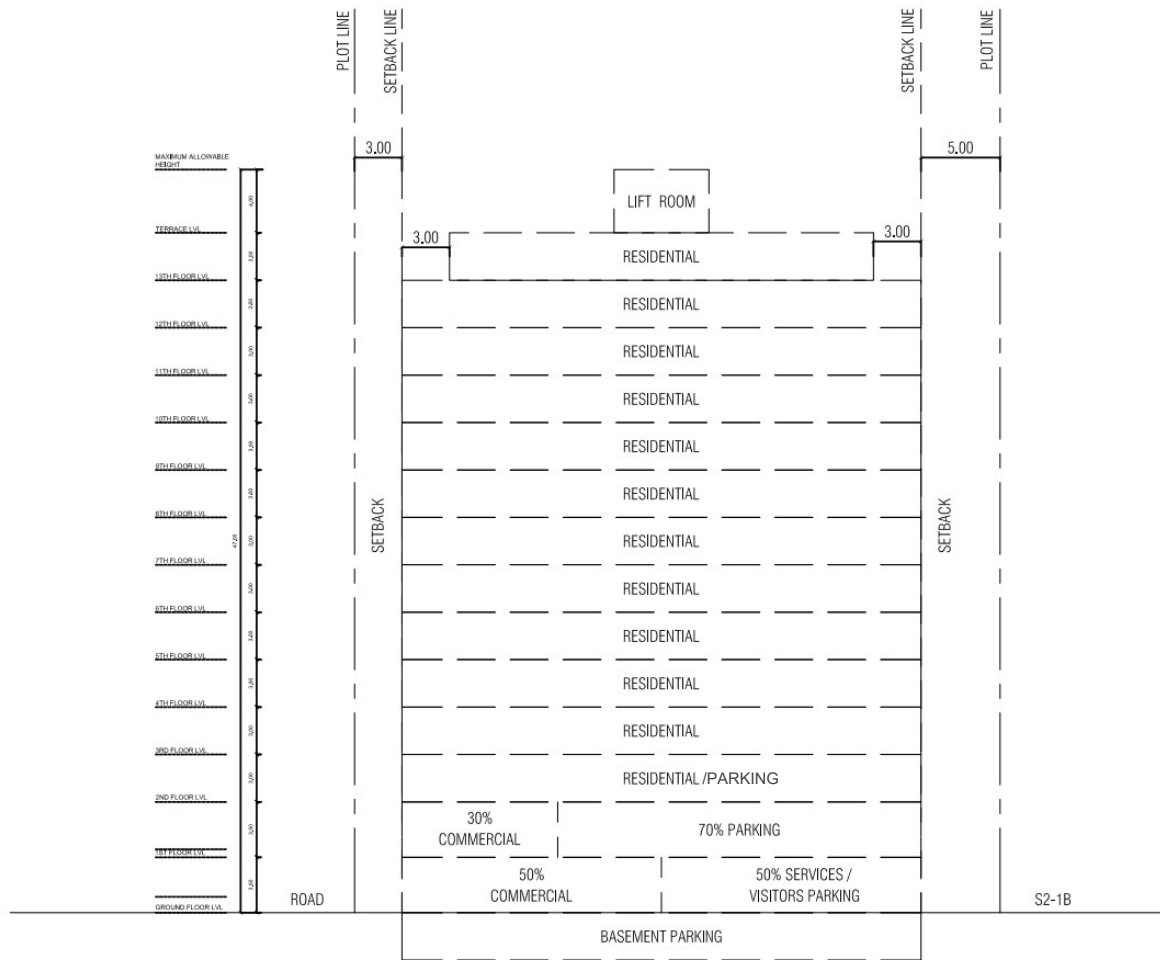
Drawn by: Mauman

Checked by:

Date: 24th April 2021

Remarks:

DRAWING: SETBACK PLAN



PROJECT: LOT 11688, 11689, 11690 11691

Scale: N.T.S

Drawn by: Mauman

Checked by:

Date: 24th April 2022

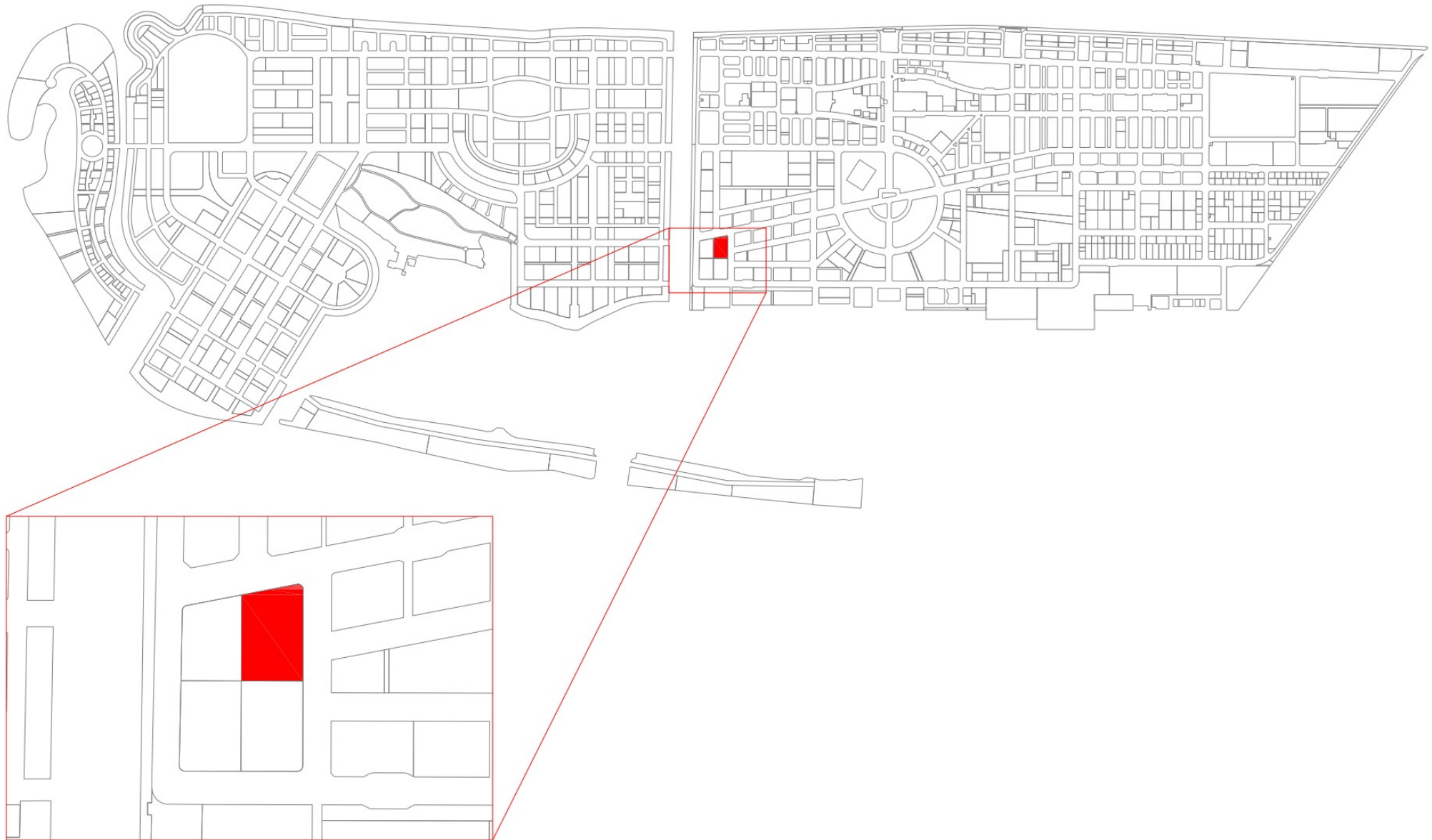
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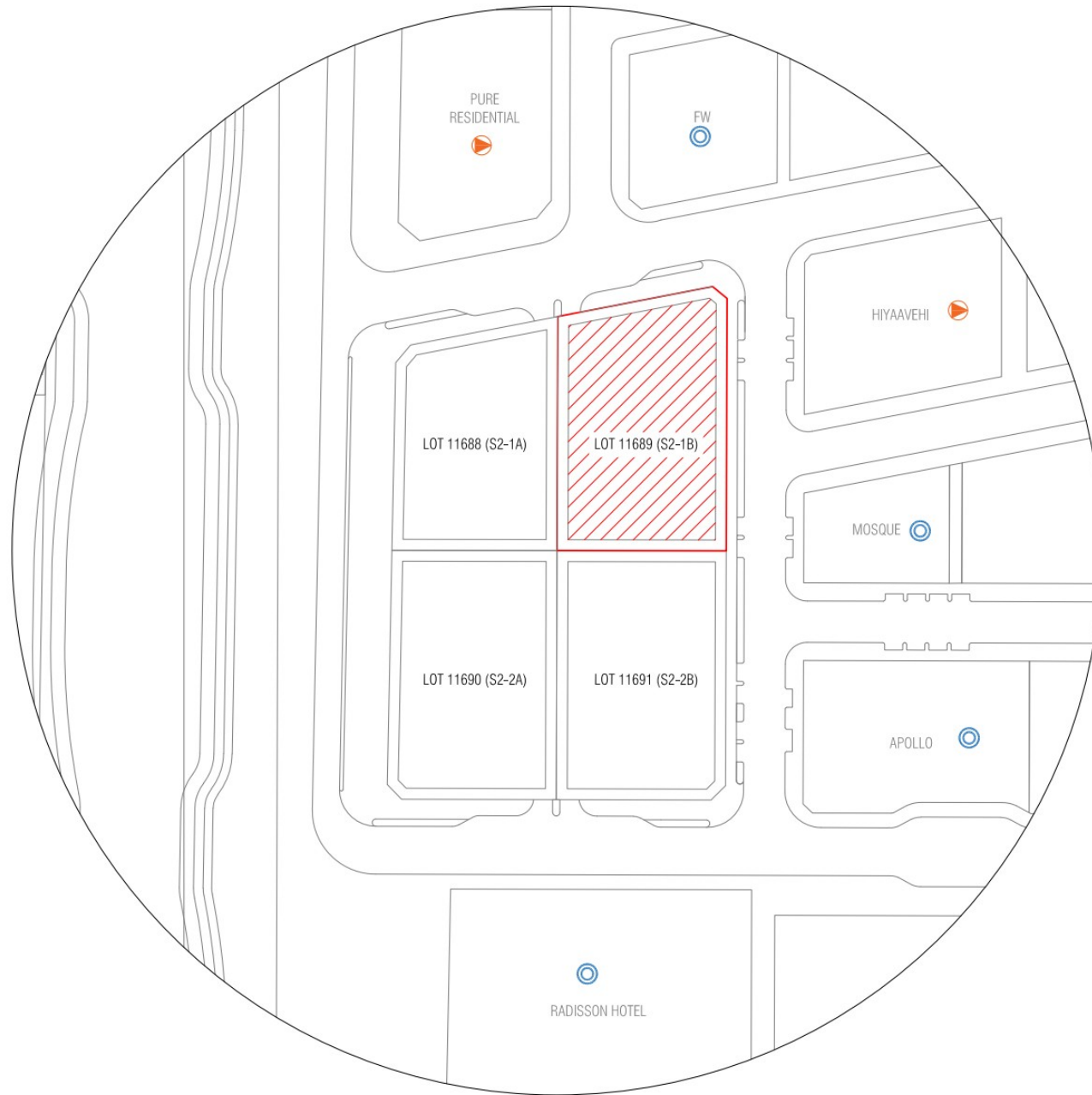
DRAWING: CONCEPTUAL SECTION






PHASE 2

PHASE 1





LEGEND:

-  COMPLETED
-  ONGOING
-  PROPOSED

PROJECT: LOT 11689

Scale: N.T.S

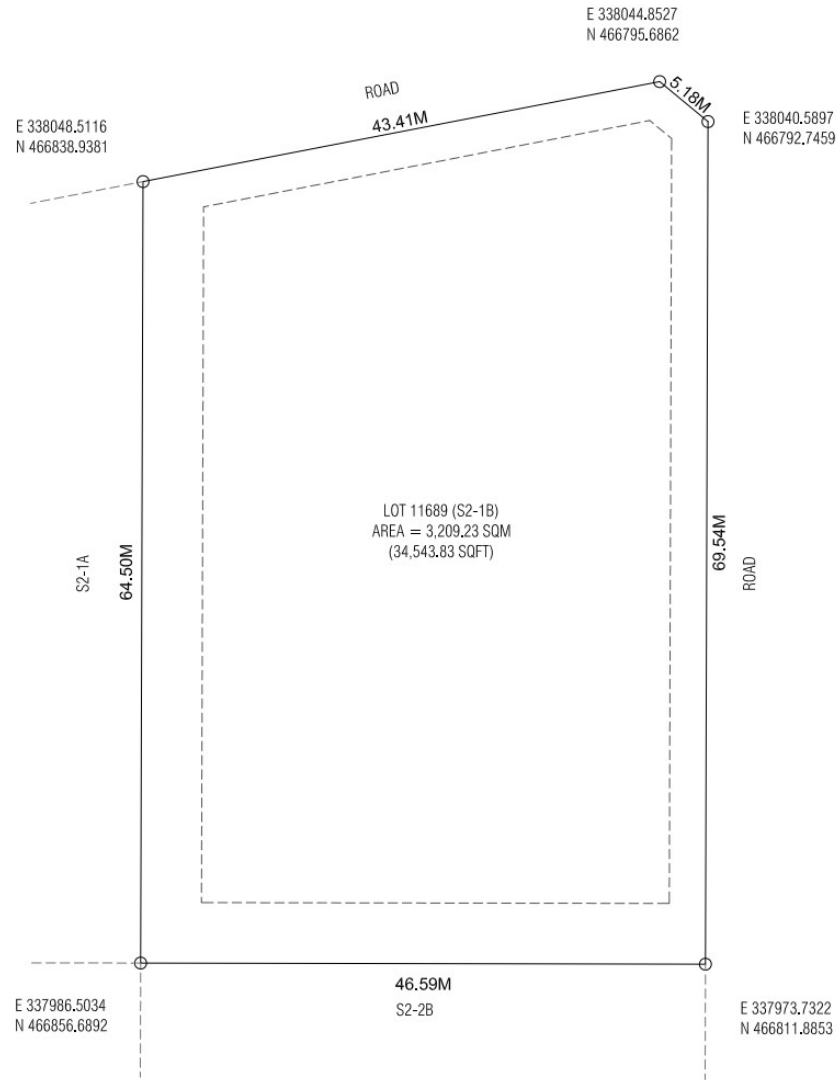
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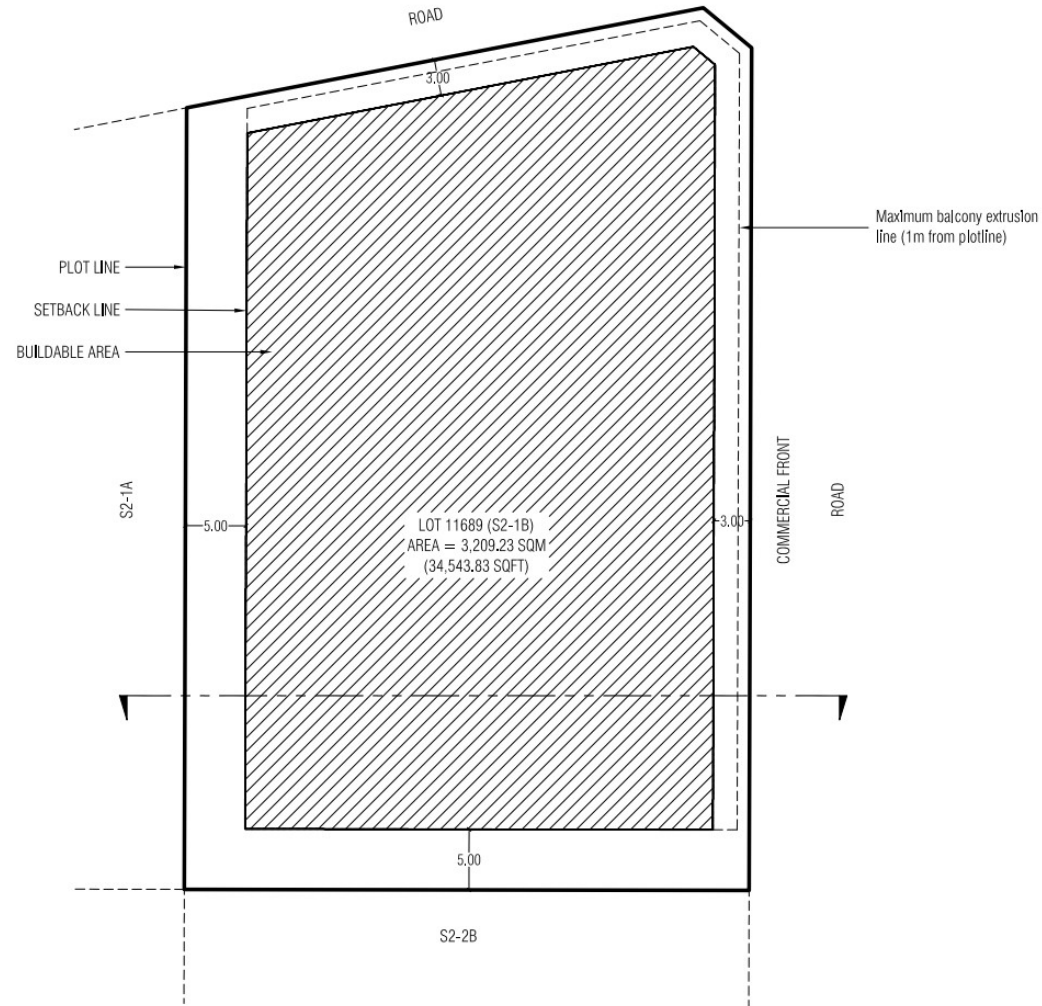
Checked by:

Date: 24th April 2021

Remarks:

DRAWING: SITE CONTEXT PLAN





Balconies can be extruded within 50% of the facade length.
 If the set back is larger than 2m - maximum balcony extrusion should be 1m inwards from the plot line.
 If two or more towers are in one development, a minimum of 10m must be maintained balcony to balcony.
 Balcony within the set back area will not be counted as GFA.

Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors	Max No. Units
11689	S2-1B	Mix housing	Mix-Residential	3,209.23 SQM	1,604.62 SQM	20,218.15 SQM	6.3	50%	14 Floors / 47 m	163
				34,543.83 SQFT	17,271.92 SQFT	217,626.13 SQFT			43 m bldg + 4m Lift Machine Room	

PROJECT: LOT 11689

Scale: N.T.S

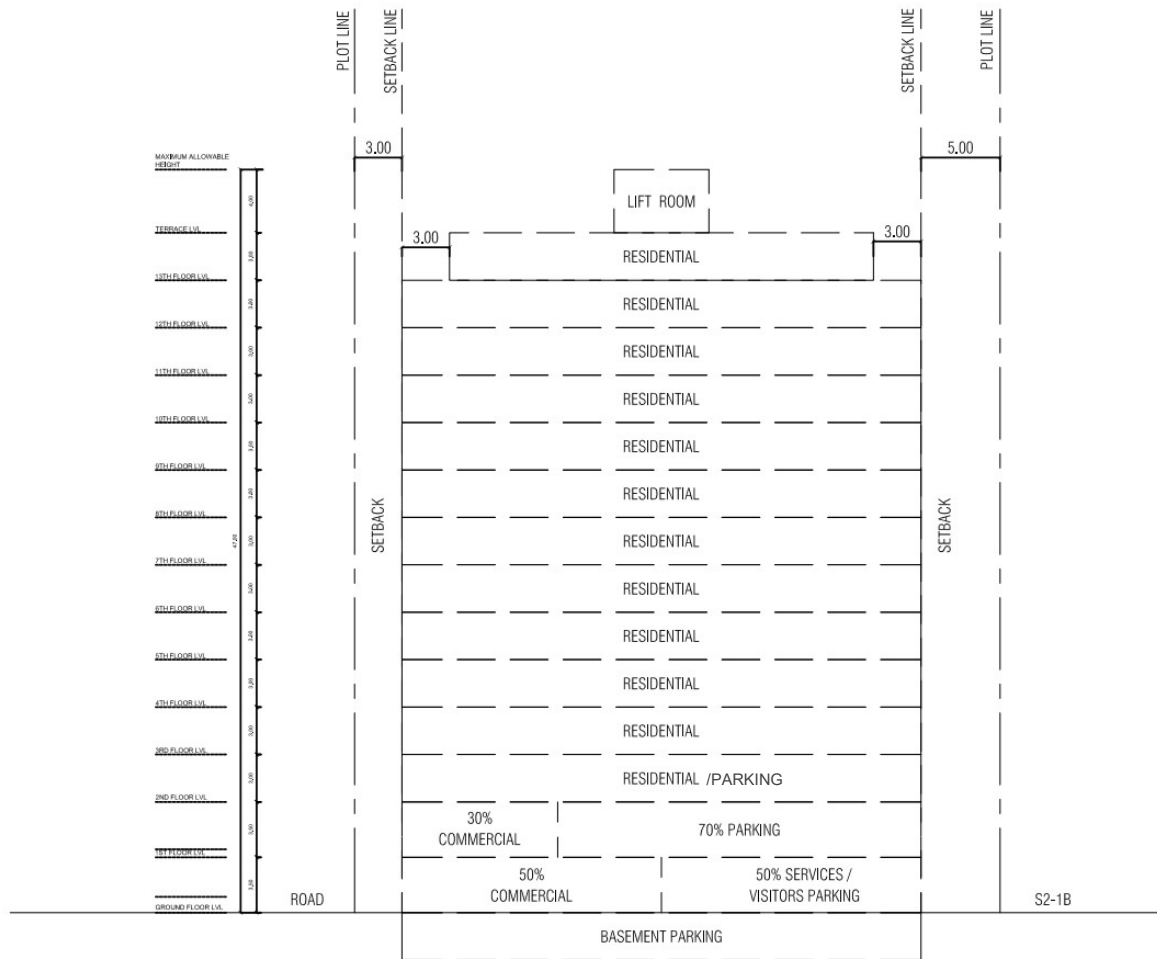
Drawn by: Mauman

Checked by:

Date: 24th April 2021

Remarks:

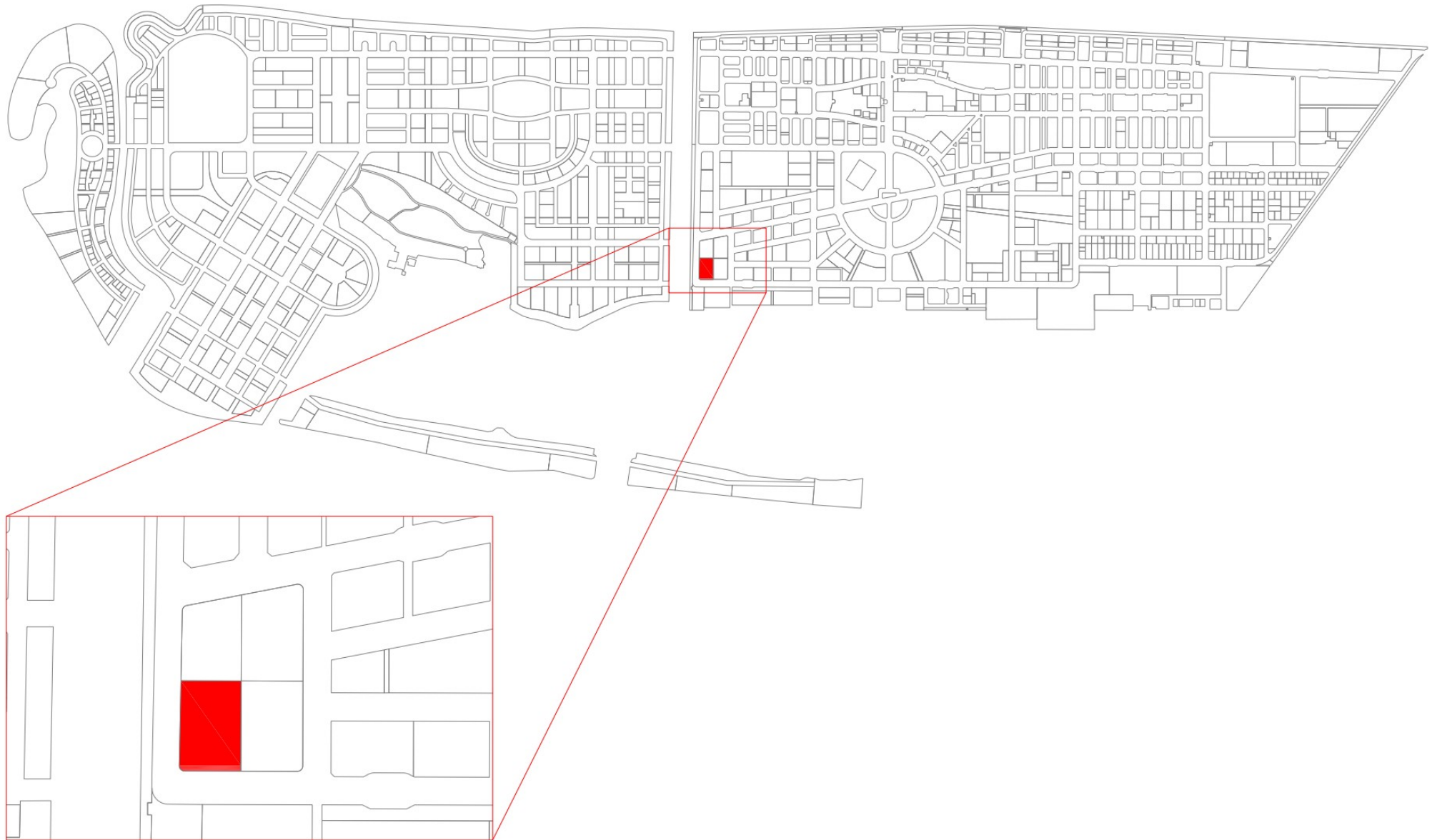
DRAWING: SETBACK PLAN





PHASE 2

PHASE 1






DRAWING: LOCATION MAP

Remarks:



LEGEND:

-  COMPLETED
-  ONGOING
-  PROPOSED

PROJECT: LOT 11690

Scale: N.T.S

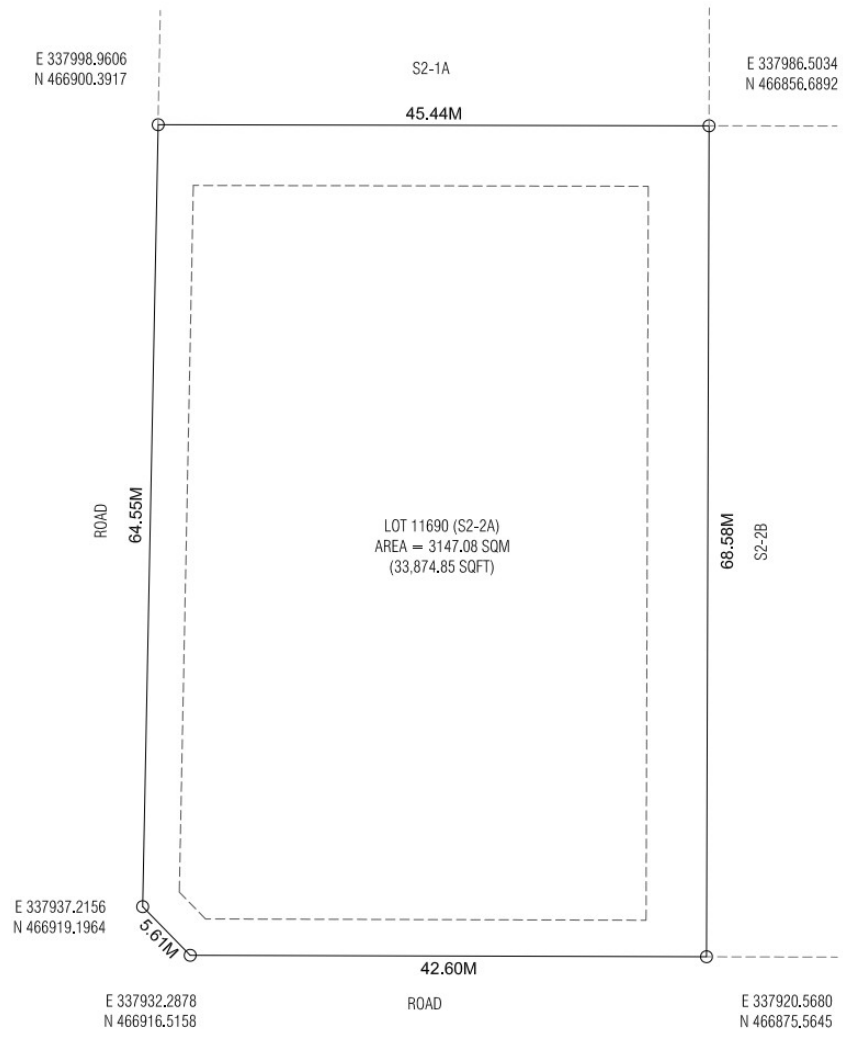
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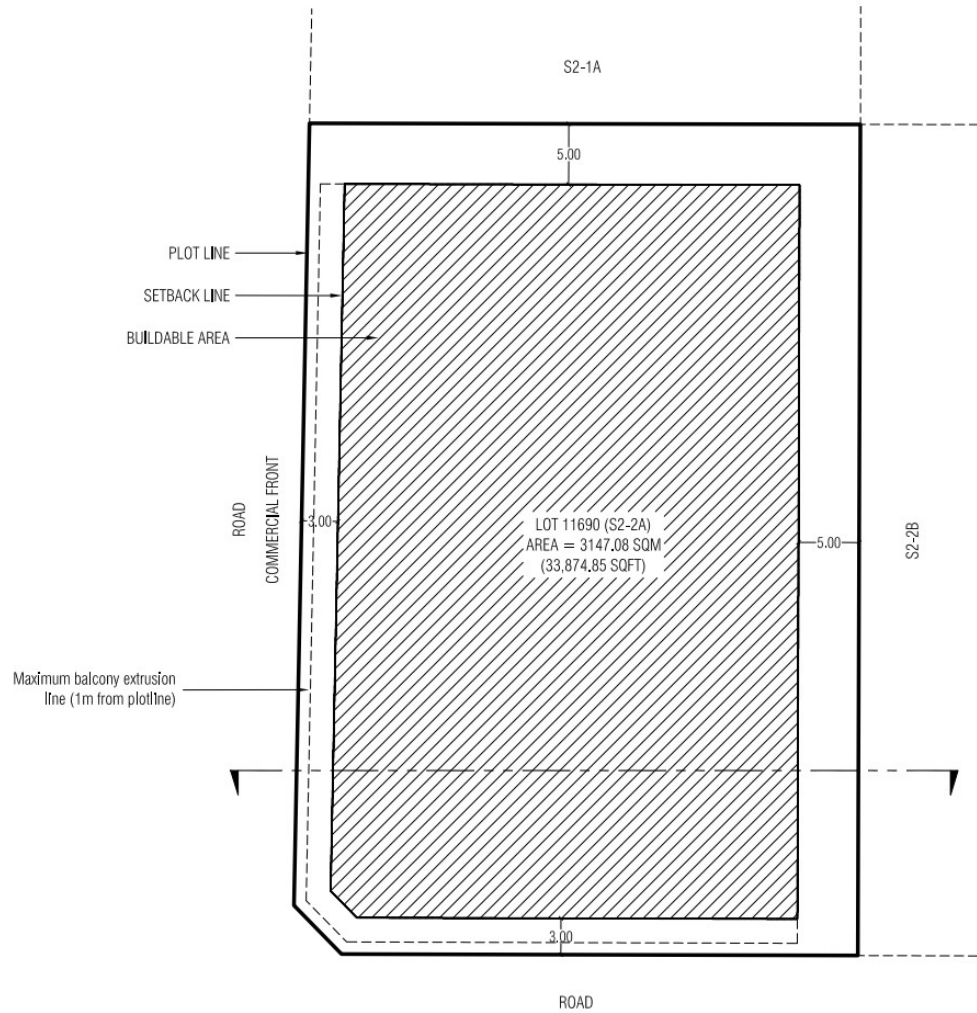
Checked by:

Date: 24th April 2022

Remarks:

DRAWING: SITE CONTEXT PLAN





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 If the set back is larger than 2m - maximum balcony extrusion should be 1m inwards from the plot line.
 If two or more towers are in one development, a minimum of 10m must be maintained balcony to balcony.
 Balcony within the set back area will not be counted as GFA.

Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors	Max No. Units
11690	S2-2A	Mix housing	Mix-Residential	3,147.08 SQM	1,573.54 SQM	19,826.60 SQM	6.3	50%	14 Floors / 47 m	161
				33,874.85 SQFT	16,937.43 SQFT	213,411.58 SQFT			43 m bldg + 4m Lift Machine Room	

PROJECT: LOT 11690

Scale: N.T.S

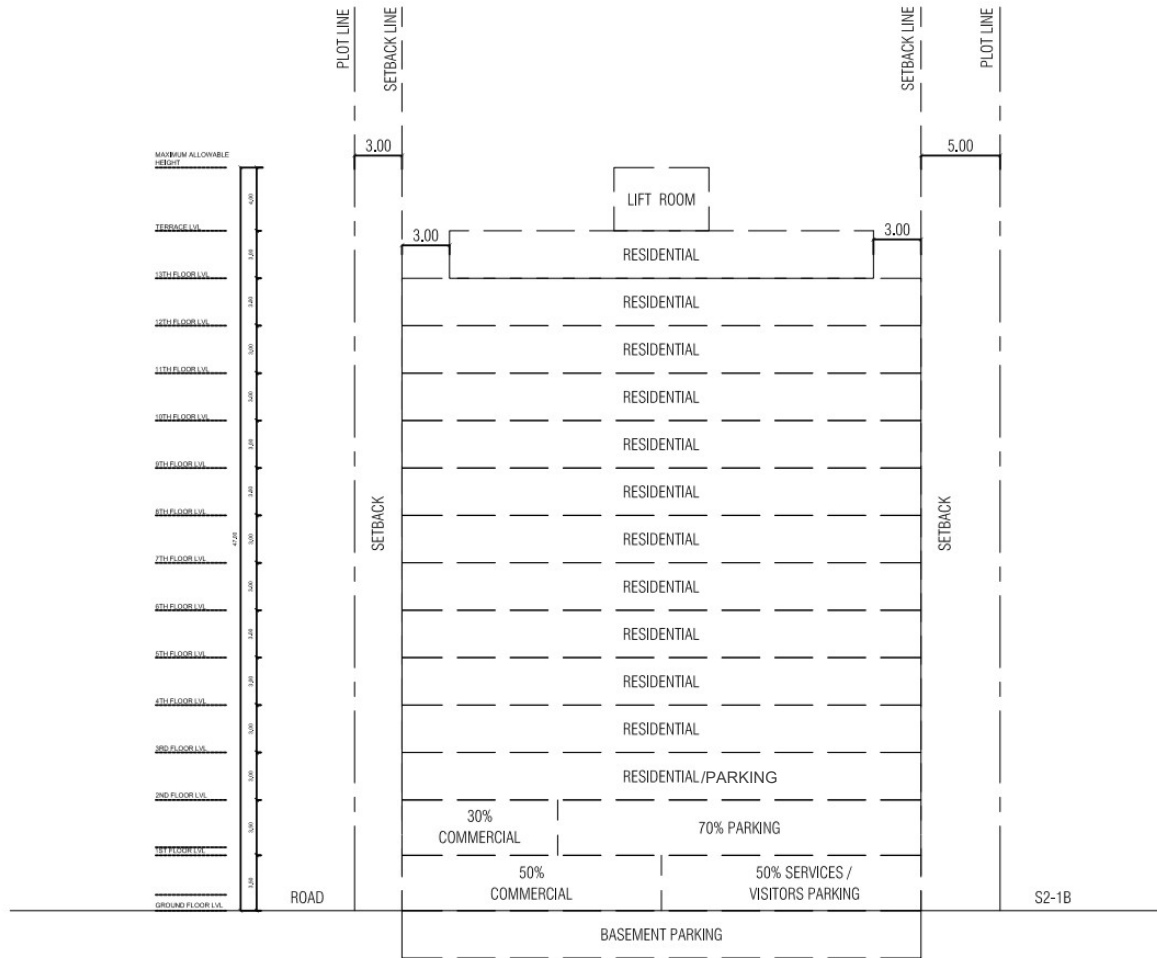
Drawn by: Mauman

Checked by:

Date: 24th April 2022

Remarks:

DRAWING: SETBACK PLAN



PROJECT: LOT 11688, 11689, 11690 11691

Scale: N.T.S

Drawn by: Mauman

Checked by:

Date: 24th April 2022

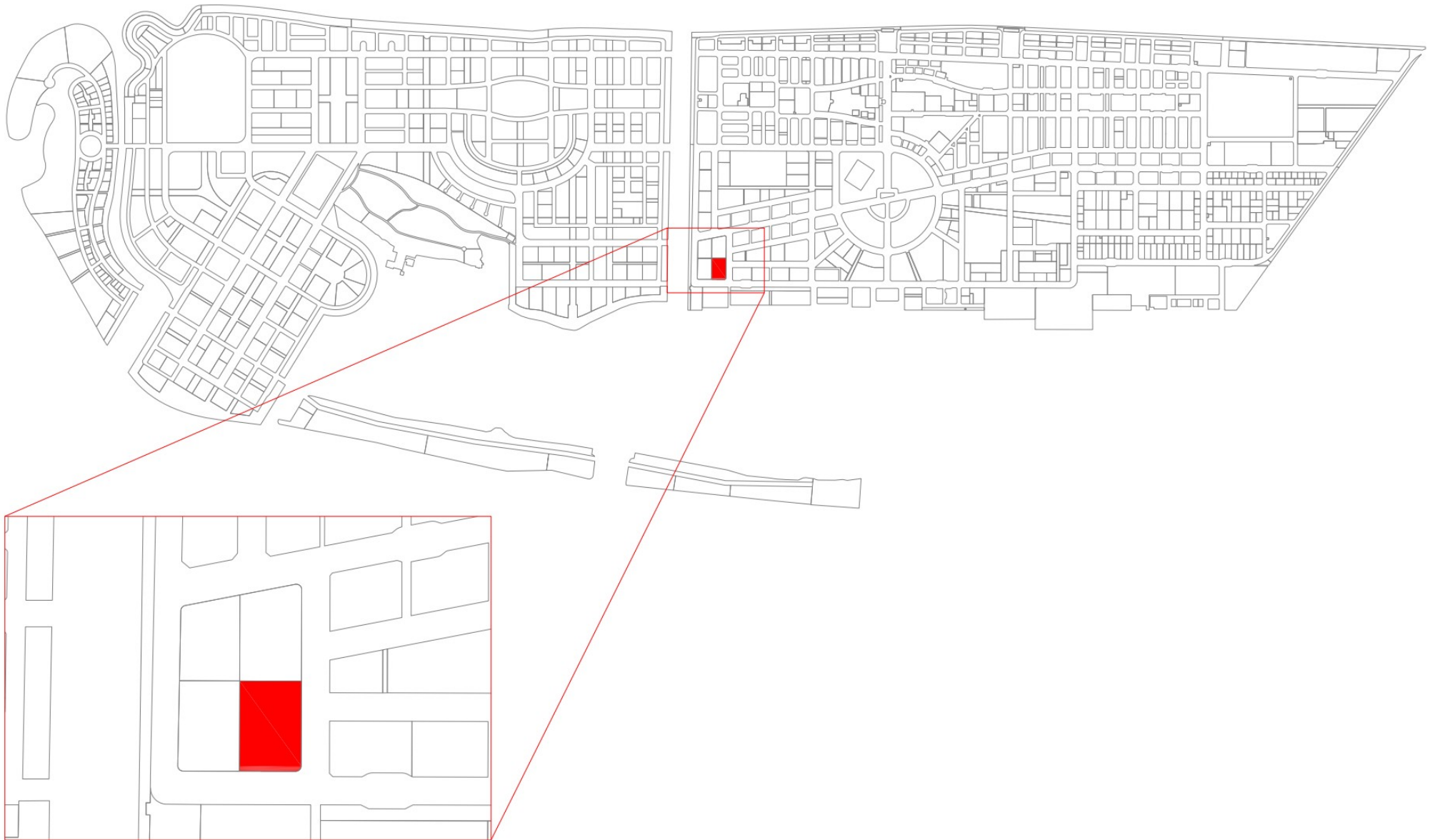
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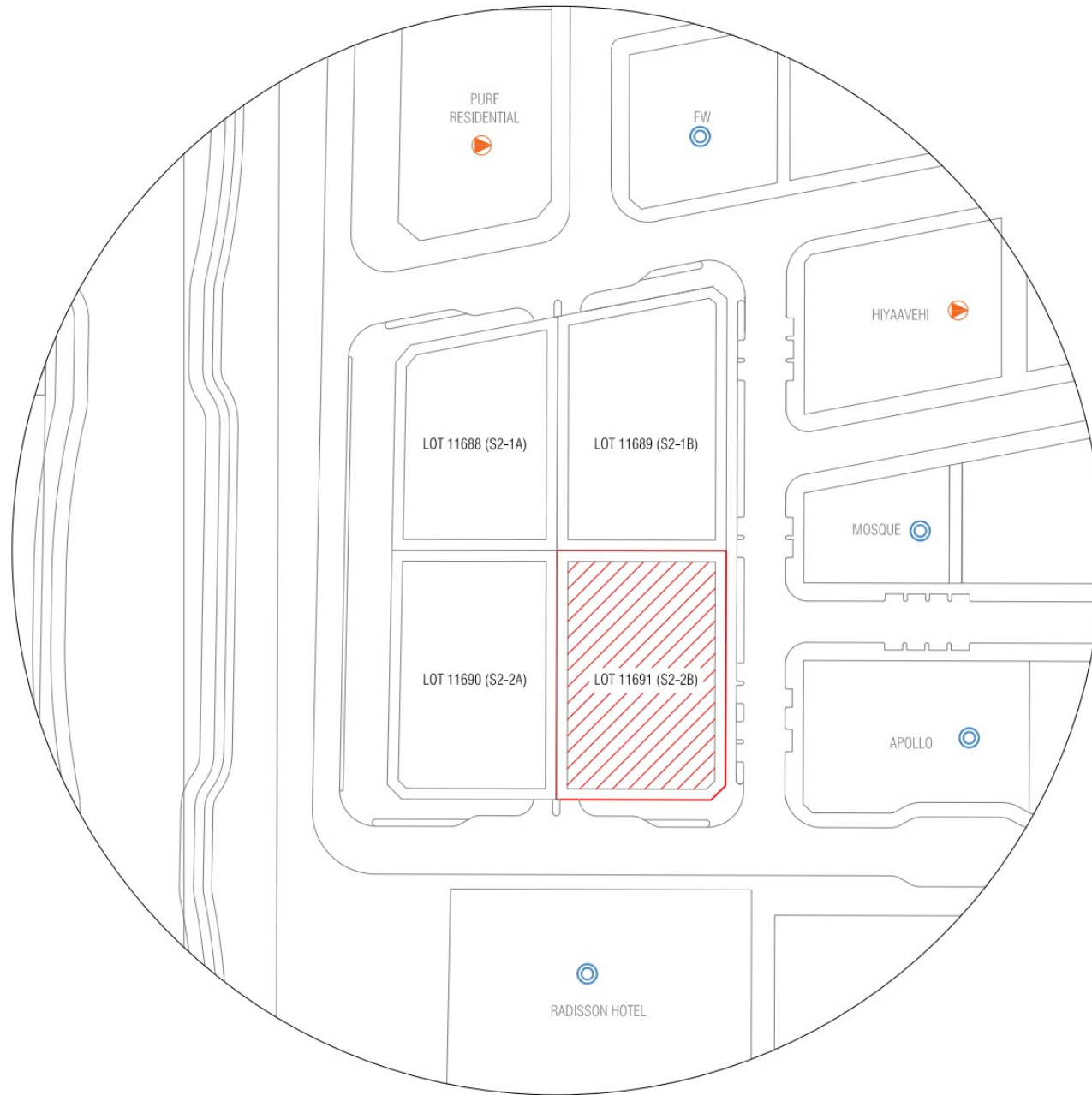
DRAWING: CONCEPTUAL SECTION






PHASE 2

PHASE 1





LEGEND:

-  COMPLETED
-  ONGOING
-  PROPOSED

PROJECT: LOT 11691

Scale: N.T.S

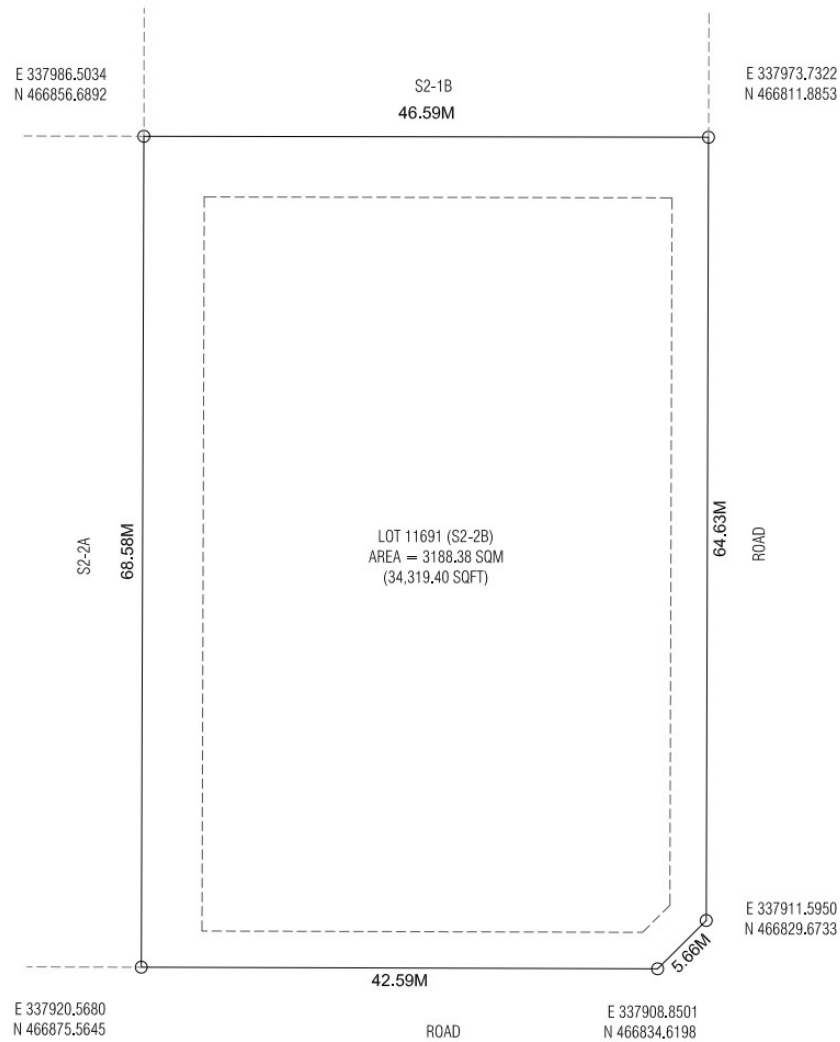
Drawn by: Mauman

Checked by:

Date: 24th April 2022

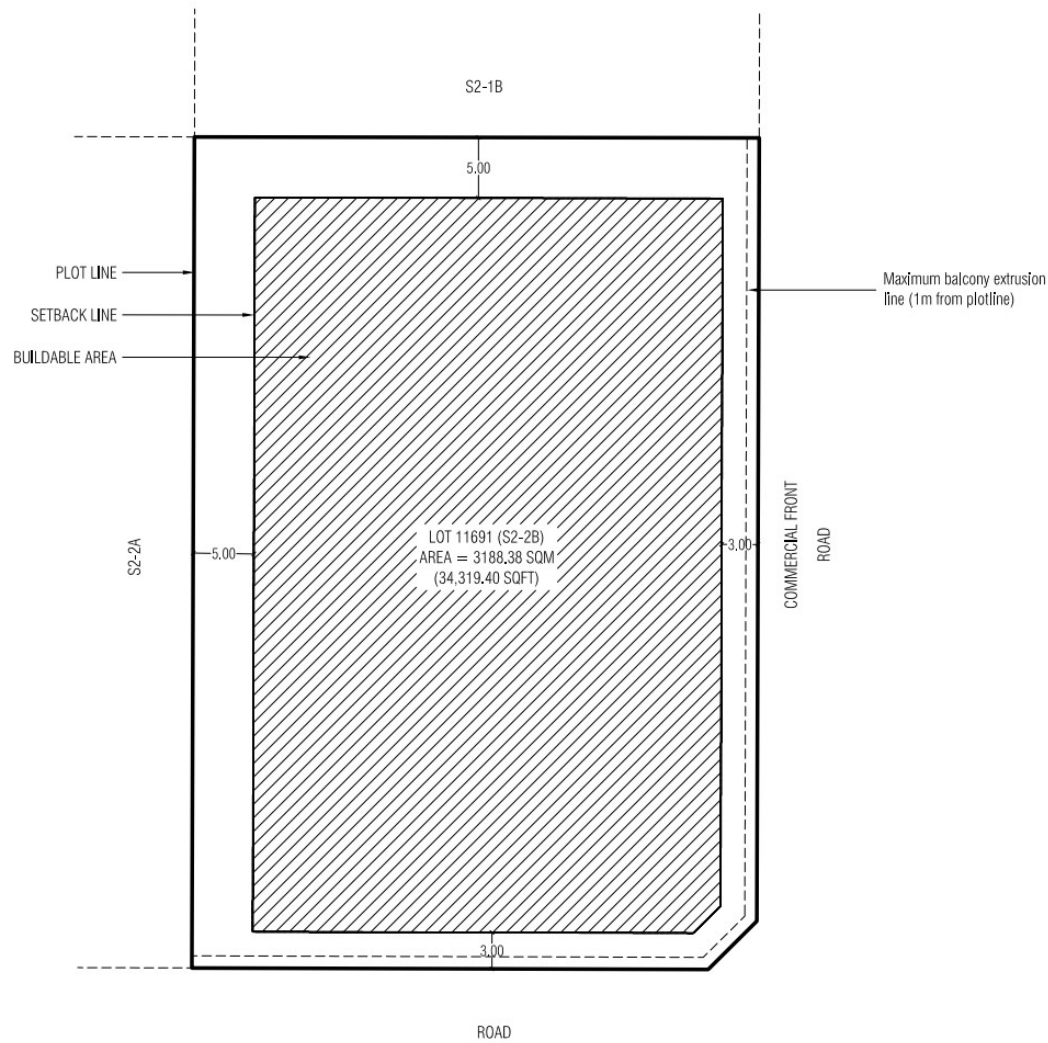
Remarks:

DRAWING: SITE CONTEXT PLAN



DRAWING: PLOT MAP

Remarks:



Balconies can be extruded within 50% of the facade length.
 If the set back is larger than 2m - maximum balcony extrusion should be 1m inwards from the plot line.
 If two or more towers are in one development, a minimum of 10m must be maintained balcony to balcony.
 Balcony within the set back area will not be counted as GFA.

Lot Number	Parcel Number	Description	Land Use	Plot Area	Foot Print	Gross Floor Area (G.F.A)	Plot Ratio (F.S.I)	Site Coverage	Max Height / Floors	Max No. Units
11691	S2-2B	Mix housing	Mix-Residential	3,188.38 SQM	1,594.19 SQM	20,086.79 SQM	6.3	50%	14 Floors / 47 m	162
				34,319.40 SQFT	17,159.70 SQFT	216,212.24 SQFT			43 m bldg + 4m Lift Machine Room	

PROJECT: LOT 11691

Scale: N.T.S

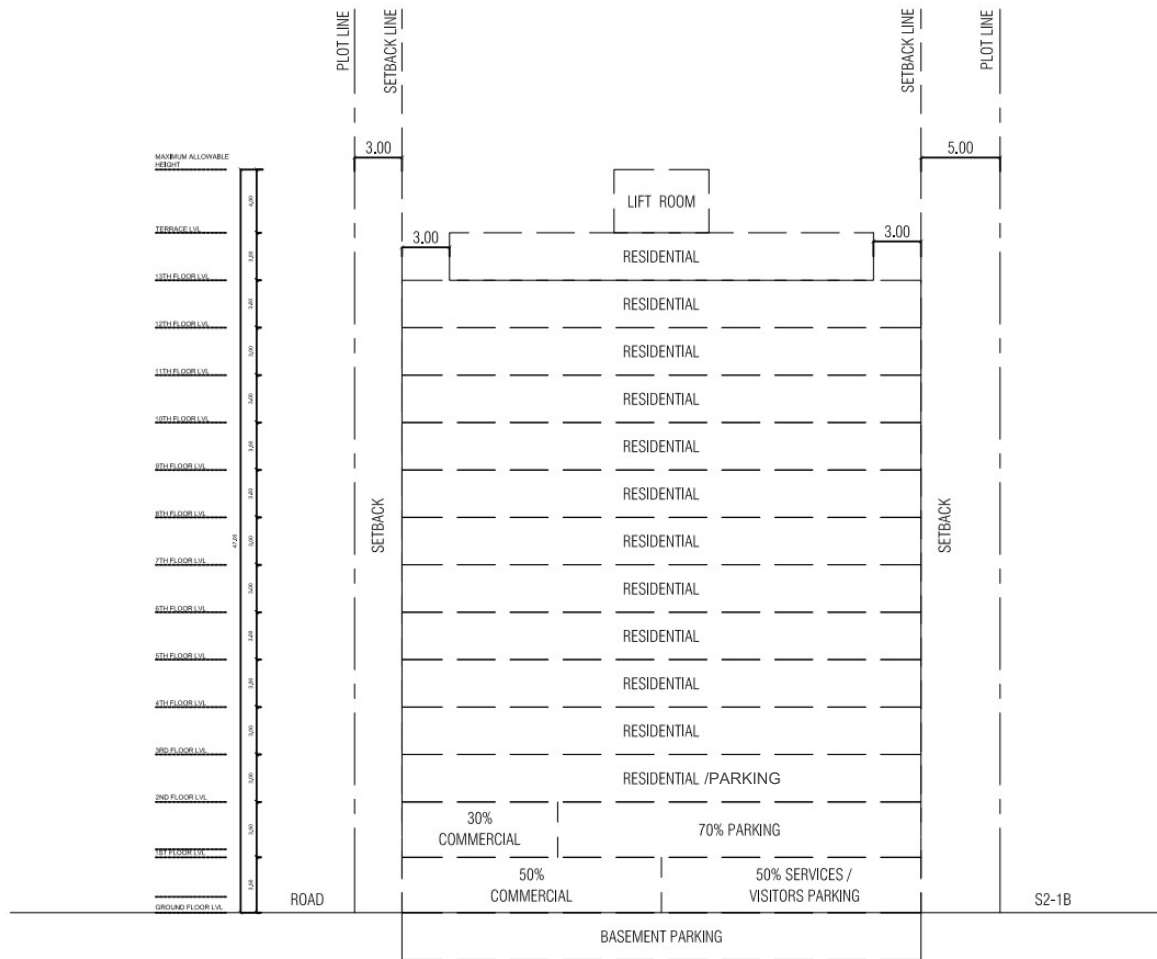
Drawn by: Mauman

Checked by:

Date: 24th April 2022

Remarks:

DRAWING: SETBACK PLAN



5.2 Design and Development Guideline

(Refer to Next Page)



PLANNING & DEVELOPMENT DEPARTMENT

MIX RESIDENTIAL HOUSING DEVELOPMENT GUIDELINES

Contents

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- 1.2. LAND USAGE..... 3
- 1.3. BUILDING HEIGHT, F.S.I AND SETBACK PLAN 3
- 1.4. DEPTH OF FOUNDATION..... 4
- 1.5. BOUNDARY WALL 4
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- 2. DESIGN GUIDELINES..... 6**
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- 2.2. ACCESS & CIRCULATION 6
- 2.3. PUBLIC OPEN SPACES 7
- 2.4. PRIVATE OPEN SPACES 7
- 2.5. COMMERCIAL 7
- 2.6. RESIDENTIAL 9
- 2.7. PWD ACCESSIBILITY 12
- 2.8. STRUCTURAL & CIVIL WORKS 13

1. PLANNING GUIDELINES

1.1. INTRODUCTION

- 1.1.1. This section comprises planning and land use controls defined under these guidelines.
- 1.1.2. This guideline will be applicable to plots categorized and developed as 'Mix residential Housing' in Hulhumalé. Mix residential housing is defined as housing developments with a mixture of commercial and residential developments targeted for middle income & high-income categories.

1.2. LAND USAGE

- 1.2.1. These allocated land plots are for the construction of Mid-Range Housing units whereby it is used mainly for pure residential usage.
- 1.2.2. Commercial spaces should be accommodated as follows:
 - 1.2.2.1. 50% of the ground floor level should be allocated as commercial spaces. The rest of the area shall accommodate services, circulation & visitor parking.
 - 1.2.2.2. 30% of first floor level should be accommodated as commercial spaces along the front periphery of the plot.
 - 1.2.2.3. The area allocated for commercial use should not be compromised for any other purposes.
- 1.2.3. If a customer requests for design changes to accommodate for Persons With Disability (PWD), the developer should bring the necessary changes as per clause 1.14 of this document.
- 1.2.4. Terrace should be used as communal space/ storage of service tanks or components. (Residential usage on terrace is not allowed).
- 1.2.5. Based on the plot area, location & land use plan, buildings are subjected to additional facilities such as convenience stores, commercial spaces, additional support facilities and restrictions.
- 1.2.6. The building should accommodate the required vehicular parking given under section 1.6 of this document.
- 1.2.7. Following are prohibited uses of these dwellings:
 - 1.2.7.1. Any industrial use, any use where flammable materials are used, any use where the public is disturbed from loud noises, smell or dust generating and carrying activities, constructing godowns, etc.

1.3. BUILDING HEIGHT, F.S.I AND SETBACK PLAN

- 1.3.1. Building setback is provided with the Development guideline drawing along with building F.S.I and is calculated as:

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

- 1.3.2. Following spaces will be excluded from GFA:
 - 1.3.2.1. Parking spaces
 - 1.3.2.2. Basement parking
 - 1.3.2.3. Terrace communal open areas
 - 1.3.2.4. Ramp dedicated for parking

- 1.3.2.5. Open void
- 1.3.2.6. Service duct
- 1.3.2.7. Lift void
- 1.3.2.8. Stair void of top floor
- 1.3.2.9. Balconies extruding in to the setback area but within the balcony extrusion limit
- 1.3.3. Building Height is subjective to the plot location, area of the plot and land usage.
- 1.3.4. No part of the building such as roof eaves, gutters, and door/window panels, etc. should be projected out into the road beyond the building setback line.
- 1.3.5. The setback area at ground level can be utilized for circulation or parking but should not be covered above at any level.
- 1.3.6. The minimum distance between two building blocks/towers in a single plot must be not less than 10m unless stated otherwise.
- 1.3.7. Any Plot with maximum height of 47m, must have obstruction lights installed and marked as per MCAA (Maldives Civil Aviation Authority) Air Safety Circular 139-5, Chapter 6. The circular is available from MCAA website.

1.4. DEPTH OF FOUNDATION

- 1.4.1. The depth of foundation for each building shall be determined by the structural engineer of the development.
- 1.4.2. The foundation protection method should be submitted with the final detail drawings.
- 1.4.3. An Environment Impact Assessment Report and Soil Inspection Report needs to be submitted with the detail drawings if:
 - 1.4.3.1. The foundation of the structure is deeper than 1.8m below natural ground level.
 - 1.4.3.2. The building height exceeds 31m from the natural ground level.

1.5. BOUNDARY WALL

- 1.5.1. Urban interaction is highly encouraged at street level to provide seamless integration of private and public space without compromising privacy and security.
- 1.5.2. If required, the developer may choose to have a boundary wall with perforation or demarcate the plot boundary with a natural green verge of maximum 1.2 meters.
- 1.5.3. A boundary wall of maximum 2 meters (from Natural Ground Level) is allowed on the rear and sides of the plot. In such a case, the solid portion of the wall is to be 1.2 meters in height with a perforation of up to 2 meters (from Natural Ground Level).

1.6. PARKING

- 1.6.1. Parking spaces should be designed to an international standard (standard referred should be mentioned).
- 1.6.2. All width of drive way and turning radius should be designed to an international standard (standard referred should be mentioned).
- 1.6.3. Car parking spots should be available proportionately throughout all categories. These details should be clearly informed to and approved by HDC during the detailed design stage.
- 1.6.4. Developer must identify and label the car parking and motor parking spots allocated for HDC during detail design stage.

- 1.6.5. The specified amount of parking should be provided within the development site for both residents and visitors.
- 1.6.6. In order to achieve the number of parking, should it be required, second floor can also be utilized as parking.
- 1.6.7. Parking spaces should be appropriately sized for movement in and around and should cater for disability and wheelchair movement where considered necessary.
- 1.6.8. Basement parking is mandatory in all mid-range housing developments.
- 1.6.9. Minimum clear height for basement should not be less than 2.7m
- 1.6.10. Car parking shall be provided as per the following ratio:
 - 1.6.10.1. 1 car parking slot for every 3 apartments.
 - 1.6.10.2. An additional 10% of the total number of parking must be allocated for visitor parking.
 - 1.6.10.3. 3-5% of total number of car parking slots must be designed for people with disability (PWD).
- 1.6.11. Motorbike parking shall be provided as per the following ratio:
 - 1.6.11.1. 1 motorbike for each 1- and 2-bedroom apartment.
 - 1.6.11.2. 2 motorbikes for each 3-bedroom apartment and above.
 - 1.6.11.3. An additional 10% of the total number of parking must be allocated for visitor parking.
 - 1.6.11.4. 3-5% of total number of motorbike parking slots must be designed for people with disability (PWD).

1.7. SERVICES

- 1.7.1. Consultation is to be done at concept level with service providers of electricity, plumbing, sewerage, GPON, as to how these could be economically and sustainably incorporated into the development.
- 1.7.2. All developments should provide the GPON fiber cabling system for commercial and residential units. Refer to in-building cabling guidelines.
- 1.7.3. Any space required by the relevant service provider for the installation or provision of a supporting facility (transformer, pump rooms, storage tanks, service stations, etc.) should be provided well within the given area for the development.
- 1.7.4. Dedicated utility space at either ground or first floor level should be provided for the provision and/or installation of relevant services as required.
- 1.7.5. The water quality should comply with the standards set forth by the Health Protection Agency (HPA) if proposed to use a private water supply.
- 1.7.6. In accordance with the EPA guidelines, it is required to have adequate storage of water (if possible, with integrated rainwater harvesting systems) within the development for firefighting and any other emergency usage.
- 1.7.7. An approved firefighting layout for the development should be obtained from Maldives National Defense Force (MNDF) Fire and Rescue Services.
- 1.7.8. The discharge of foul water should be to a sewer network approved by the relevant service provider.
- 1.7.9. The layout of each utility network within the development should generally be in accordance with the established practice of the relevant service provider.

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- 1.7.10. The garbage collection area (away from common areas) with easy access should be provided at each floor level and a central collection area at the ground floor with ease of loading/unloading vehicular access.
- 1.7.11. A waste management plan is to be developed along with the waste management authority to minimize public intrusion and ease of access.
- 1.7.12. Any telecom-related infrastructure/equipment can only be installed on the buildings with prior approval from HDC.
- 1.7.13. In-building wiring should adhere to all requirements set forth in HDC's In-building wiring guideline.

DESIGN GUIDELINES

1.8. INTRODUCTION

This section will comprise of design controls and requirements imposed for this development.

1.9. ACCESS & CIRCULATION

- 1.9.1. A sheltered, safe, and convenient vehicular drop-off/pick-up area, with universal access should be provided to all dwellings, facilities & services within the plot.
- 1.9.2. Frontage of the site and pedestrian & vehicular access ways into the site should be designed & constructed by the developer. This includes but is not limited to the pathways, lighting, softscapes, hardscapes & urban furniture.
- 1.9.3. All circulation routes and entrances should be well defined and well lit. The entrance should be highlighted as well and should be welcoming for walk-in entrances.
- 1.9.4. An adequate number of elevators should be provided along with an elevator traffic analysis report justifying the number of elevators.
- 1.9.5. At least one elevator must be fire rated and must be able to accommodate a stretcher.
- 1.9.6. An adequate number of staircases should be proposed based on the MNDF fire protection guidelines.
- 1.9.7. Demarcate and provide appropriate lighting on pedestrian routes.
- 1.9.8. Disability access should be integrated at all pedestrian and vehicular drop off/ pick up points.
- 1.9.9. If shared pathways (for vehicles and pedestrians) are to be provided within the development, appropriate markings should be used to indicate pedestrian prominence over vehicles.
- 1.9.10. Any corridor or walkway with one way and two-way traffic should have a minimum width of 900mm and 1250mm, respectively.
- 1.9.11. Where stepped access is unavoidable especially at ground floor level, the steps should be designed as suitable for physically impaired persons or wheelchair users.
- 1.9.12. Any slope provided for vehicular access should be between 1:8 to 1:12 and with a firm and even surface.
- 1.9.13. Any slope provided for pedestrian/PWD access should be between 1:10 to 1:12 with railings and a firm & even surface.
- 1.9.14. Every storey of a building shall be provided with exit facilities for its occupant load.
- 1.9.15. There shall be at least two independent exit staircases or other exits from every storey of a building where at least one staircase shall cater for emergency evacuation.

- 1.9.16.** Pedestrian linkages from one building to the other is highly encouraged within the development to promote connectivity and pedestrian interaction.
- 1.9.17.** Vehicular pathways within the plot should be designed in a way that is safe, with minimum interruption to both pedestrian pathways and green verges within the plot and during ingress and egress.
- 1.9.18.** Use scored, colored, textured and/or similar paving that is distinguishable from the travel lane at the drop off area.
- 1.9.19.** Illuminate all outdoor parking areas with illumination towards the paved areas only and not into any adjacent buildings.
- 1.9.20.** Wherever parking is provided appropriate floor paint marking must be given.
- 1.9.21.** Car parking size: 2.4m x 4.8m (100mm line thickness). Give an additional 300mm for the width of parking at every end.
- 1.9.22.** Motorbike parking size: 2m x 1m (100mm line thickness)
- 1.9.23.** Car parking spaces for people with disability: 3.4m x 4.8m with an adjacent minimum 2.4 m wide shared space for wheelchair transfers. (100mm line thickness)
- 1.9.24.** Motorbike parking spaces for people with disability: 2m x 1.5m (100mm line thickness)

1.10. PUBLIC OPEN SPACES

- 1.10.1.** Public open spaces are defined as common spaces, such as but not limited to courtyards or terraces, within the building.
- 1.10.2.** Access ways and public areas within the development shall be overlooked by dwellings or otherwise open to surveillance by residents.
- 1.10.3.** Open space should generally be attractive and usable by different age groups. Undefined areas, badly shaped, fragmented, or unusable spaces which are difficult to maintain should be avoided.
- 1.10.4.** A children's play area is to be provided within the development.
- 1.10.5.** If landscaping is provided, either soft or hard (or both) at common areas, materials with good resistance to vandalism, non-slip and low maintenance should be chosen.
- 1.10.6.** Communal green space is to be provided within the development not less than the ratio at 1:1 of the building footprint.

1.11. PRIVATE OPEN SPACES

- 1.11.1.** Private spaces are defined as open spaces such as balconies or terraces only accessible through residential units.
- 1.11.2.** All dwellings should be provided with private open space /balcony, adjacent to the main living area.
- 1.11.3.** The private open space/balcony can be used as or together with a drying area which should be screened from public view.
- 1.11.4.** Minimum size for private open space/balcony should be as given under section 2.6.15 – 2.6.17 of this guideline

1.12. COMMERCIAL

- 1.12.1.** Minimum size for commercial units to be 450-600sqft.
- 1.12.2.** Maintain consistency in the allocated commercial space. Ideally a rectangular floor plan for both floors with relatively equal unit depth.

dl-2+

- 1.12.3.** Each plot should have at least 1 double floor commercial unit where the area is larger than 1,000 sqft.
- 1.12.4.** The double floor unit can be either an anchor tenant or a main unit.
- 1.12.5.** Minimum 50% of the units to be Café/Restaurants and shall be designed by considering kitchen exhaust/ ventilation provision.
- 1.12.6.** A separate shaded drop off/pick up must be provided for commercial zone.
- 1.12.7.** An elevator must be provided solely for the commercial zone for passengers and loading & unloading purposes.
- 1.12.8.** A separate shaded drop off/pick up must be provided for loading & unloading purposes along with the following;
- 1.12.8.1.** The ingress & egress for the designated location should be from the commercial side.
- 1.12.8.2.** The designated location should be at the side\behind commercial front.
- 1.12.9.** Partition walls of commercial units shall be basic standard blockwork of minimum 100mm thickness and shall be finished as per guidance document.
- 1.12.10.** All commercial unit entrances and access to corridors should accommodate a PWD access.
- 1.12.11.** PWD access designs of ramps, corridors, walkways etc should not limit commercial unit size allocation, where applicable.
- 1.12.12.** CCTV systems along with the cables are to be provided at all common areas.
- 1.12.13.** CCTV server location to be provided in the drawing. CCTV server location should be shown ideally in a utility room/ enclosed room in a secure location
- 1.12.14.** Commercial unit façade walls will not be required.
- 1.12.15.** Corner commercial units should be designed to accommodate a curved glass facade finish for corner plots and a glass façade design to be incorporated to side walls of the corner plots, where applicable.
- 1.12.16.** Drainage must be provided where needed in all corridors and any other open spaces.
- 1.12.17.** Distribution box to be provided in each unit including a separate meter for each unit.
- 1.12.18.** Electrical main panel for commercial units should be provided separately with easy access to commercial area management or maintenance team. Adequate size of cable trench or duct should be provided for cable entry.
- 1.12.19.** The main panel board and transformer (It should be noted that the developer does not require to have a transformer in Phase 2 Developments, but should include one in Phase 1 developments.) should have 25% excess capacity in addition to the required capacity in terms of Amp.
- 1.12.20.** Water connection points and sewerage provisions shall be provided for each commercial unit.
- 1.12.21.** Grease traps must be provided to the development according to MWSC requirement.
- 1.12.22.** Adequate size of grease trap shall be provided considering 50% of commercial area would have oil-based activities. This grease trap shall be in accordance to MWSC requirement.

dl-2+

- 1.12.23. Adequate lighting that achieves average lux levels must be provided at all common areas such as corridors, elevator lobby, stairs, etc.
- 1.12.24. All common areas, such as lift lobby, corridors, walkways & public toilets should be fully finished by the developer.
- 1.12.25. All balconies, terraces, and where applicable railings should be provided at a minimum height of 1.2m.,
- 1.12.26. All units should have adequate electricity capacity and provisions.
- 1.12.27. AC provisions should be given to all commercial units.
- 1.12.28. A universal PWD toilet should be provided together with separate one male and one female toilets.
- 1.12.29. If a commercial lobby is designed, the area should:
 - 1.12.29.1. Designed to guide customer traffic flow to all the units equally
 - 1.12.29.2. To be near or accommodate ease of access to commercial drop off zone, toilet, lift & staircase provision
- 1.12.30. 50% of commercial units should have provisions for toilets
- 1.12.31. Considering all commercial units would be supplied with split AC's. Area for AC outdoor unit should be provided within 15m from the indoor unit. The pipes and ducts should not interfere or cross through other commercial areas/units. AC outdoor unit should be easily accessible from commercial area without the need to enter through commercial unit (via common area or corridor). Furthermore, the access for said space should be provided from the commercial side.
- 1.12.32. GPON fiber cables should be provided for all units.
- 1.12.33. Provide space for a janitorial/utility room
- 1.12.34. Allocate separate garbage area for all commercial units for Organic waste of minimum 60sqft area, with water connection and drainage for cleaning.
 - 1.12.34.1.1. The designated location should be at the side\behind commercial front.
 - 1.12.34.1.2. The ingress & egress for the designated garbage collection location should be from the commercial side.
 - 1.12.34.1.3. The space should provide provision for proper ventilation (mechanical ventilation preferably in order to deter odor emissions)

1.13. RESIDENTIAL

- 1.13.1. The developer must identify the units allocated to HDC during concept stage, prior to agreement signing (condition precedent) and during detail design stage
- 1.13.2. Consideration must be given to ease of access and circulation within the residential unit for all occupants especially for the physically impaired.
- 1.13.3. The pedestrian approach towards the entrance of units should be wide enough for two-way traffic and the main entrance of the dwelling at a minimum width of 900mm.
- 1.13.4. Weather-resistant non-slip material should be provided where necessary.
- 1.13.5. Adequate lighting should be provided to all residential units.
- 1.13.6. Design and layout should make use of natural daylight as much as possible to encourage minimum use of electrical lighting.

- 1.13.7.** Opening panels of windows, above ground floor level, should be at a minimum height of 1000mm above the internal floor finish level and any opening below 1000mm should be protected with a safety railing.
- 1.13.8.** Private open spaces/balconies should have a minimum clear width of 1000mm.
- 1.13.9.** Glazing used for doors and windows should be safe and with a nominal thickness proportionate to the area of the panel as per British Standard or equivalent.
- 1.13.10.** Wherever a railing is provided, it should be safe for all occupants, especially for children, with a minimum distance of 125mm openings between the railing members where applicable.
- 1.13.11.** Additional safety measures, to minimize the risk of falling over, should be taken if horizontal railings are to be provided.
- 1.13.12.** Floor finishes in wet areas should be provided with slip-resistant surfaces.
- 1.13.13.** Every dwelling should be connected to electricity and GPON networks.
- 1.13.14.** Every dwelling should be provided with an adequate pressure of water for domestic use as per the service providers' requirements.
- 1.13.15.** All units must have dedicated and adequate spaces/ledges for AC outdoor units, which must be properly screened from public view.
- 1.13.16.** All units must have a minimum finishing level as per the Finishing Schedule in Design Guidance Document. This does not include any loose furniture.

1.13.17. 2 BEDROOM APARTMENT

- 1.13.17.1.** Minimum area 700 ft² / 65.03² (carpet area)

1.13.17.2. SPACE ALLOCATION & SPECIFICATIONS

Sitting Room

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

Dining & Kitchen

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

Laundry

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

Balcony

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

Bedroom

- The minimum size of the Master bedroom shall be 144 SQFT (14.86 SQM).
- The minimum size of the other bedroom shall be 120 SQFT (12.08 SQM).
- Minimum clear height (Floor to ceiling) for all areas (except toilets) shall be 2.7m.

Toilets

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

1.13.18. 3 BEDROOM APARTMENT

1.13.18.1. Minimum area 900 ft² / 88.26m² (carpet area)

1.13.18.2. SPACE ALLOCATION & SPECIFICATIONS

Sitting Room

- The minimum area for Sitting/Living shall be 160 SQFT (14.86 SQM).
- Minimum clear height (Floor to ceiling height) for Sitting/Living area shall be 2.7m.

Dining & Kitchen

- The minimum area shall be 170 ft² (15.79 m²)
- Minimum clear height (Floor to ceiling height) for kitchen & dining area shall be minimum 2.7m from slab bottom to floor finish

Laundry

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

Balcony

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

Bedroom

- The minimum size of the Master bedroom shall be 144 SQFT (14.86 SQM).
- The minimum size of the other bedroom shall be 120 SQFT (12.08 SQM).
- Minimum clear height (Floor to ceiling) for all areas (except toilets) shall be 2.7m.

Toilets

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

1.13.19. Maid rooms

1.13.19.1. This is not a mandatory aspect of residential units. However, if a maid room is to be included in the design the developer should follow the minimum areas given in this document.

1.13.19.2. Minimum room area 56 SQFT / 5.20 SQM

1.13.19.3. Minimum toilet area 24 SQFT / 2.23 SQM

1.14. PWD ACCESSIBILITY

1.14.1. Entrances

1.14.1.1. Easy accessibility between internal and external spaces, and between internal spaces, provides a safe transit point for people with limited mobility and people who use a wheelchair.

1.14.1.2. Guidelines to consider:

- a) Entrance to apartment, common spaces, at least 1 apartment and en suite must be a minimum 850mm (clear).
- b) Minimum 1500mm diameter circle should be given to allow for easy maneuverability.
- c) Provide even, non-slip surfaces.
- d) Provide ramped access for ease of dealing with more than one level and for easy entry from external to internal spaces.
- e) Provide lighting for safety and security.
- f) Install sounding devices, such as a doorbell, to identify visitors.

1.14.2. Indoor circulation

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

1.14.2.2. Incorporate spaces wide enough for wheelchair access.

1.14.2.3. Ensure door handles are lever handles.

1.14.3. Bathrooms and toilets

1.14.3.1. At least 1 en suite should be designed and furnished for maximum comfort and ease of use.

1.14.3.2. The en suite should be designed so that a clearance of 1500mm diameter circle is given to allow for easy maneuverability.

1.14.3.3. The following aspects should be included in at least 1 bathroom of allocated PWD units.

- a) Minimum 850 mm width door, preferably opening out or sliding.
- b) Sufficient space for people using wheelchairs or other assistive devices.
- c) Adequate handrails and grab bars to assist people to get to and from a wheelchair and to assist people with reduced strength.
- d) Security and privacy feature so users can easily close and lock the bathroom or toilet door.
- e) Toilets with a minimum dimension of 1.6 m x 2.4 m, or 2.0 m x 2.7 m if a shower is included and with an in-swinging door.
- f) Toilets located against the wall diagonal from the entry door.
- g) Firmly fixed-grip rail next to the WC, 800 mm high.
- h) Accessories, such as mirrors and towel rails, 900 mm to 1.1 m high.
- i) Firmly fixed washbasin to the wall at a height of between 800 mm to 850 mm.
- j) Single-lever taps.
- k) Drop-down or removable shower seat in the shower.

1.14.4. Kitchens

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

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

1.14.5. Bedroom & living room

1.14.5.1. At least one bedroom should be designed and furnished for maximum comfort.

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

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

1.14.5.4. Provide lighting for safety and security.

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

1.15. STRUCTURAL & CIVIL WORKS

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

1.15.2. The structural design must be done in accordance with British standards or any superseded European standard (Eurocode). The developer must include a local registered engineer during the design process and should get the drawings stamped by an accredited structural checker.

1.15.3. Necessary standards for construction to ensure the quality of workmanship and site safety during construction should be followed.

1.15.4. At the concept stage as a deliverable, the developer should propose a structural system/material as well as the proposed methodology brief with the above-mentioned standards.

5.3 Submission and Quality Management Criteria

(Refer to Next Page)



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PLANNING & DEVELOPMENT DEPARTMENT

SUBMISSION & QUALITY MANAGEMENT CRITERIA



1.0 SUBMISSION (DELIVERABLES AND CRITERIA)

1.1 CONCEPT DESIGN STAGE

Concept drawings should focus on how it is integrated to site and surrounding context. All floor plans should indicate the usage of specific floor spaces with its area as well as built Up Area (BUA) along with gross floor area (GFA).

Format of submission should include (but is not limited to) a PowerPoint presentation of the concept design stage submission. A compiled PDF of the above documents should be submitted in digital format. AutoCAD drawings should be submitted for all the drawings.

Concept design should include the following drawings & documents (minimum requirement);

A. ARCHITECTURAL

1. Concept brief
2. Location plan
3. Site plan showing the surrounding context
4. Parking layouts
5. Vehicular and pedestrian circulation layout addressing the surrounding context
6. Floor plans, sections and elevations
7. Relevant blow-up details
8. Proposed material schedule and mood board
9. Interior and exterior perspective images (3D rendered visuals)

B. STRUCTURAL

Structural concept will include the following drawings and documents;

1. Layout plan drawing showing the structural members (such as column, beam, slabs, sheer wall. etc.) with estimated size & location. Details regarding selection of member size without effecting architectural concepts. (Details of clear heights achieved in specific locations can be highlighted)
2. A report stating:
 - a) Pro and cons of the preferred structural system with respect to the architectural design.
 - b) Explain the structural system in relation to structure's durability for the intended lifetime of the building.
 - c) Explain the Structural design including the design code, design parameters (considered loads) & analysis method preferred by structural design engineer, details of the software(s) to be used for design, formats of design sheets (if any).
 - d) Details of proposed foundation system based on the available geotechnical parameters. It should be noted that the wind speed for the design can be obtained from local metrological department.
 - e) Assessment of the environmental conditions and the requirement that is applicable for the design with reference to code of practices. This includes, but not limited to covers to be provided for reinforcement, grade of steel, water proofing for foundation, min concrete grade with maximum water cement ratio, admixtures to be used for concrete etc. based on standards.
 - f) Minimum cement content details for different grades of concrete, in order to achieve a durable concrete for its intended life time
 - g) Details regarding fire rating of the building

C. BUILDING SERVICES

Proposals for the following systems must be submitted as a report

1. Air-Conditioning System and proposed locations
2. Mechanical Ventilation System and proposed locations
3. Fire Safety Design
 - a) Fire Detection and Alarm System

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- b) Portable extinguisher
- c) Fire blankets
- d) Dry riser system
- e) Hose reel system
- f) Wet Riser System
- 4. Water, Drainage and plumbing proposal
- 5. Vertical Transportation Services (Lift)
- 6. Lighting and Power System
- 7. Emergency Lighting System
- 8. Earthing System
- 9. Lightning Protection System
- 10. Emergency Electrical Supply (Generator Set)
- 11. GPON in building network
- 12. Building Access Control
- 13. CCTV System
- 14. Public Address System
- 15. Carpark Barrier Gate System

1.2 DETAILED DESIGN STAGE

Detailed design will be submitted after concept design approval as follows:

1. Architectural drawings (by a locally registered professional architect) of all plans, elevations and major sections. (Refer to local planning guidelines)
2. Structural drawings and calculations, methodology (stamped and signed by a locally registered professional engineer)
3. Foundation protection method
4. Building services drawings (electrical, water plumbing and sewage, GPON, HVAC, Vertical transport, Fire Safety)
5. Material and finishing schedule
6. Local authority approvals, including but not limited to Fire Drawings and Panel board drawings.
7. Soil Investigation/Geotechnical Survey report (If required)
8. Environmental Impact Assessment report

Minimum three (3) sets of the above-mentioned drawings and documents should be submitted. Drawings Submission Form with the appropriate parts filled and signed by Registered Architect and Engineer.

1.3 SHOP DRAWINGS AND AS BUILT

The following drawings shall be submitted after completion of construction and prior to usage of the building.

- As built Architectural drawings
- As built Structural drawings
- As built Services drawings (Water, Sewage, Electrical, Ventilation & Air-conditioning, Firefighting and Communication/GPON)
- Copy of approvals given by Authorities, such as but not limited to MNDF Fire, Ministry of Health, STELCO, MEA, MWSC

With the submission of required documents, HDC would provide the necessary feedback for each stage. In giving feedbacks we would check whether it fits the development guidelines, design guidance documents, international standards and the standards set by HDC. A two-way dialogue to attain a satisfactory level of work will be pursued. Upon submission of the documents HDC reserves a duration of 14 working days to process and provide comments or approval. A period of 14 working days will be taken to provide comments for concept drawing. If the drawings are not approved and comments are sent after checking, revised drawings are to be submitted within 14 working days. Please note that for each submission 14 working days will be taken to comment. In addition to that, the duration taken to comment on Detail drawings stage will be minimum of 10 working days and maximum is 20 working days



If the party fails to correct after sending comments twice, the party needs to apply again as a new project proposal along with the application fee. This is to encourage carefulness from the client and to maximize efficiency from both stakeholders.

Once the concept drawings are approved, the detail drawings shall comply to the approved concept drawings and if in any case if there are changes to such as floor plans sections and elevations in the detail stage, a revised concept drawings approval should be submitted. It is mandatory to approve concept if the changes need to be brought to aforementioned drawings.

Physical implementation process can be initiated once drawing approval is given by HDC. Any modifications or amendments to the drawings should be informed and applied for approval prior to initiating any physical works on site which contradicts the approved drawings. Drawings and documents mentioned in shop drawings and as-built drawings can be submitted during implementation or after construction prior to applying for building usage permit. With the Successful completion and submission of the documents and drawings and after fulfilling of other mandatory requirements set by the Building Control Unit, Building Usage Permit will be awarded.



2.0 REQUIREMENTS OF THE CONSULTANT

Developer is required to hire a locally registered Project Management (PM) consultant for the quality assurance of the building. The PM consultant should be a 3rd party independent person or a firm that is locally registered under Ministry of National Planning, Housing & Infrastructure. This consultant should be unbiased in the works and while reporting to HDC. The consultant should be hired prior to the commencement of any site works. Once hired, the consultant should approve and submit a Construction Quality Management Plan (CQMP) from the Developer or Contractor before any physical works on site are carried. Duties and responsibilities of the consultant are as follows:

2.1 RESPONSIBILITIES

A. ASSURANCE OF CONSTRUCTION QUALITY

Necessary tests should be carried out on site and off site to ensure the quality of the final product. This includes, but not limited to compressive strength of concrete, tests done to ensure strength of steel, Slump test, Sieve Analysis and material specifications.

B. ASSURANCE OF FINISHING QUALITY

Consultant should ensure that the works are carried out according to the approved standards, methodologies, CQMP and drawings and if not mentioned as per the best practices followed. Consultant should also ensure that all works are carried out using approved materials which meets the standards as per the guidelines and the intended purpose for quality, safety and durability.

C. MATERIAL APPROVAL

All the materials used in the building structure, services and finishing shall be approved by the consultant. In approving the materials, the consultant shall ensure it meets the standards as per the guidelines and the intended purpose for quality, safety and durability. All the records of approved materials and its specifications should be kept and shared to HDC according to the reporting criteria.

D. APPROVE METHODOLOGIES

Prior to commencement of any construction works, Consultant should evaluate, suggest any improvements and approve method statements submitted by the developer. Consultant should ensure that the approved methodologies meet the intended purpose. All the methodology approvals should be kept on record and shared with HDC according to the reporting criteria.

E. ISSUING SITE INSTRUCTIONS

Issued site instructions should be recorded and submitted to HDC as per the reporting criteria.

F. APPROVE AS-BUILT DRAWINGS

The consultant should ensure the approved as-built drawings are accurate and meets onsite physical development.



2.2 REPORTING

All the following reports should be signed or stamped by the consultant. All the monthly reports should be submitted by the consultant before 10th of every month.

A. INITIAL REPORT

- i. Construction Quality Management Plan (CQMP)
- ii. Safety Plan
- iii. Work methodologies

B. MONTHLY REPORT

- i. Project Brief
- ii. Ongoing works and upcoming works for the next month
- iii. Overall construction progress showing the planned vs actual progress in the form of a Gantt chart
- iv. Accidents report
- v. Challenges faced during implementation
- vi. Test & Analysis reports
- vii. List of attended inspections and its reports
- viii. List of instructions given on site
- ix. Documentation of approved methodologies
- x. Documentation of approved materials

C. PROJECT COMPLETION REPORT

- i. Summary of Project
- ii. Challenges faced during the implementation
- iii. Maintenance requirements
- iv. Services systems manuals
- v. As-Built Drawings



ANNEX 1 – CUSTOMER CONSENT FORM**Customer consent form to undertake upgrades to apartments with basic finishing**

Purpose: The purpose of this form is to give consent to the developer to undertake upgrades to basic finishing works of the apartments sold under mid/affordable category of mix-use residential developments

Development and Sale Agreement Number:

(this is the Development and Sale Right Agreement signed with HDC by Developer)

Plot Number:	<i>This is the development plot number</i>
Apartment Number:	<i>The unit number given by the developer to the specific apartment</i>
Type of Apartment:	<i>Typology of apartment. Exp 3BR or 2BR</i>
Apartment Size:	<i>Apartment Size in Sq.ft</i>
Base Price:	<i>The base price should be as per the agreement Maximum price cap</i>
Additional Cost:	<i>The total cost of the requested upgrade. Details should be attached</i>
Final Price:	<i>The final price with the upgrade</i>

Developer Details:

Name	
Registration Number:	
Address:	
Contact Number:	

Customer Details:

Name:	
ID number:	
Address:	
Contact Number:	

Declaration

I [Customer Name] [Customer ID] fully understand that I am entitled to purchase the aforementioned apartment at the base price of [base price MVR] as per the agreement [agreement number] signed between the developer [Name] and HDC. I take this upgrade at my own will, without duress of any kind and fully understand the increase in price due to it.

Customer Signatory (<i>fingerprint/ signature/ Stamp</i>)	Developer Signatory (<i>signature/ Stamp</i>)
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Attachments

- The complete list of the upgrade with cost details for each
- Details of basic finishing in the apartment
- A copy of the ID card of Customer

