



HOUSING DEVELOPMENT CORPORATION LTD.

REQUEST FOR PROPOSAL (RFP)

**DEVELOPMENT AND OPERATION OF A CAFÉ COURT IN HULHUMALE'
LOT 11617 (N2-26)**

PROPOSAL REFERENCE NUMBER: HDC (161)-EM/IU/2020/24

ANNOUNCEMENT DATE: 05th February 2020

PROPOSAL SUBMISSION DEADLINE: 26th March 2020



REQUEST FOR PROPOSAL (RFP)

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Reference No: HDC (161)-EM/IU/2020/24

1. Housing Development HDC Ltd. (HDC) is seeking local and international parties to **“Development and Operation of a Café Court in Lot 11617 (N2-26) of Hulhumalé”**. (hereinafter called the “Works”). This request for proposal (RFP) states the instructions for submitting proposals, procedure and criteria by which a proponent may be selected and the terms of the lease.
2. A complete set of the RFP Documents may be obtained by eligible interested parties from HDC website www.hdc.com.mv
3. Proposal must be submitted no later than 11:00 hrs on 26th March 2020 and must be accompanied by a Bid Security, in accordance with the Instructions to Proponents.
4. Process and Schedule of Critical Dates:

| Process | Date, Time and Venue | Details of the Process |
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| Announcement | 05 th February 2020 | - Will be uploaded to HDC’s website along with the RFP |
| Deadline for Clarification Meeting registration | 13 th February 2020, before 14:00 hrs | - Interested parties can register during this period by emailing their Company details and contact person’s name and contact number to sales@hdc.com.mv - Only the registered parties shall be invited to the Clarification meeting |
| Clarification Meeting | 17 th February 2020 <u>Venue and Time shall be shared with the registered parties</u> | - Only the registered parties shall be invited to the Clarification meeting |
| Enquiries | 23 rd February 2020, before 13:00 hrs | - Enquiries to be submitted in writing or via email to sales@hdc.com.mv |
| Submission of Proposal | 26 th March 2020, 09:30 hrs to 11:00 hrs <u>Venue and time to be announced at a later date</u> | - The Bid Security form and the Price Proposal form must be completed and submitted - Proposal should be submitted before the deadline |
| Proposal Opening | 26 th March 2020, 11:15 hrs <u>Venue to be announced at a later date</u> | - HDC will open the Proposals, in the presence of Proponents designated representatives |

SECTION I. INSTRUCTIONS TO PROPONENTS (ITP)

| A. GENERAL | | |
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| 1. Scope of Proposal | 1.1 | <p>The Lessor;</p> <p>HOUSING DEVELOPMENT CORPORATION LIMITED an incorporated limited liability company operating under the registration number C793/2008 and having its registered office at HDC Building, 3rd Floor, Hulhumalé Republic of Maldives (hereinafter called and referred to as “the Lessor”.) issues this Request for Proposal (RFP) to “Development and Operation of a Café Court in Lot 11617 (N2-26) of Hulhumalé”. (hereinafter called the “Works”) as specified in Section III Lessor’s Requirements.</p> |
| | 1.2 | <p>The proposal reference number for this RFP is HDC (161)-EM/IU/2020/24</p> |
| | 1.3 | <p>Throughout this RFP Documents:</p> <p>(a) the term “in writing” means communicated in written form and delivered against receipt;</p> <p>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</p> <p>(c) “day” means calendar day.</p> |
| 2. Corrupt and Fraudulent Practices | 2.1 | <p>It is requirement of Lessor that proponents, suppliers, 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</p> |

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| | <p>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 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> |
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| 3. Eligible Proponents | 3.1 | A Proponent must be a registered business (sole trader, partnership or limited liability company) – subject to ITP 3.2 |
| | 3.2 | Proponent should be locally registered in the relevant authority. |
| | 3.3 | Proponent may jointly apply with another potential Joint Venture Partner. If the Joint venture company is not formed at the time of application, a board resolution of the Joint Venture partner indicating the intention to form a Joint Venture with the proponent in case of award of the project shall be submitted, along with the signed Joint Venture agreement stating the shareholding structure and any other relevant details. |
| | 3.4 | <p>A Proponent shall not have a conflict of interest. Any Proponent found to have a conflict of interest shall be disqualified. A Proponent may be considered to have a conflict of interest for the purpose of this RFP process, if the Proponent:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Proponent; or (b) receives or has received any direct or indirect subsidy from another Proponent; or (c) has the same legal representative as Owner; or (d) has a relationship with another Proponent, directly or through common third parties, that puts it in a position to influence the proposal of another |

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| | | <p>Proponent, or influence the decisions of the Lessor regarding this RFP process; or</p> <p>(e) submit more than one proposal in this RFP process by business entity. Participation by a Proponent in more than one Proposal will result in the disqualification of all Proposal in which such Proponent is involved.</p> |
| | 3.5 | A Proponent shall not be under suspension from proposal submission by the Lessor. |
| | 3.6 | Proponents shall not have consistent history of court/arbitral award decisions against the Proponent for the last five (5) years. |
| | 3.7 | Proponent shall not have occurrence of non-performance of a contract as a result of Proponent default for the last five (5) years. |
| | 3.8 | The Proponent shall provide proof of funds for the whole project as per the submitted financial forecast. |
| | 3.89 | A Proponent shall provide such evidence of eligibility satisfactory to the Lessor, as the Lessor shall reasonably request. |
| 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. Evaluation and Qualification Criteria • Section III. Lessor’s Requirement |

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| | | <ul style="list-style-type: none"> • Section IV. Business Proposal Requirement • Annexes |
| | 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 and to furnish with its proposal all information and documentation as is required by the RFP Documents. |
| 5. Clarification of RFP Documents | 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 ITP 5.2 or raise its enquiries during the Clarification Meeting if provided for in accordance with ITP 5.3. The Lessor will respond in writing to any request for clarification, provided that such request is received no later than four (4) days prior to the deadline for submission of proposal. The Lessor shall promptly publish its response at the web page identified in the ITP 5.2. 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 17.3. |
| | 5.2 | For clarification purposes only, the Lessor's address is: Real Estate Management Housing Development Corporation Ltd. Third Floor, HDC Building |

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| | | <p>Hulhumalé, Maldives</p> <p>Tel: (+960)335 5259, (+960)335 5266, (+960)335 5134</p> <p>Fax: (+960) 335 8892</p> <p>E-mail: sales@hdc.com.mv</p> <p>Webpage: www.hdc.com.mv</p> |
| | 5.3 | Only registered parties shall be invited to the Clarification Meeting. |
| 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 5.2. |
| | 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 17.3 |
| C. PREPARATION OF PROPOSALS | | |
| 7. Cost of Bidding | 7.1 | The Proponent shall bare 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. |



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| <p>9. Documents Comprising the Proposal</p> | <p>9.1</p> | <p>The Proposal shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Price Proposal Form in accordance with Annex 06; (b) Bid Security in accordance with ITP 14; (c) Written confirmation authorizing the signatory of the Proposal to commit the Proponent, in accordance with ITP 15.2; (d) Business Proposal Requirement stipulated in Section IV (e) Any other document required in the ITP. |
| <p>10. Letter of Price Proposal</p> | <p>10.1</p> | <p>The Letter of Price Proposal shall be prepared using the relevant forms furnished in Annex 06. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITP 15.2. All blank spaces shall be filled in with the information requested.</p> |
| | <p>10.2</p> | <p>The Proponent shall quote prices conforming to the requirements specified in Section II and Section III and fill in Price Proposal Form in accordance with Annex 06;</p> |
| <p>11. Documents Comprising the Business Proposal</p> | <p>11.1</p> | <p>The Proponent shall furnish a Business Proposal including Price Proposal form, Bid Security, Legal documents, Financial documents, Operational/Business plan, Concept Design, documents confirming the experience in relevant field and any other information as stipulated in Section IV, in sufficient detail to demonstrate the adequacy of the Proponent’s proposal to meet the work requirements.</p> |



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| 12. Currencies of Proposal | 12.1 | The currency(ies) of the proposal are to be quoted in Maldivian Rufiyaa (MVR) |
| 13. Period of Validity of Proposals | 13.1 | Proposal shall remain valid for a period of One Hundred and Eighty (180) days after the proposal submission deadline date prescribed by the Lessor in accordance with ITP 17.2. A proposal valid for a shorter period shall be rejected by the Lessor as non-responsive. |
| 14. Bid Security | 14.1 | The Bidder shall furnish as part of its proposal, a bid security in original form bid security, in the amount of: If a local party the Bid Security amount is MVR 500,000.00 (Maldivian Rufiyaa Five Hundred Thousand). If an International Party the Bid Security amount is USD 100,000.00 (Hundred Thousand Dollars) |
| | 14.2 | The Bid Security shall be valid for 180 (One Hundred and Eighty) days from the deadline for submission of Proposals. |
| | 14.3 | 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 using the Bid Security Form included in Annex 05. |
| | 14.4 | Any proposal not accompanied by a substantially responsive bid security shall be rejected by the Lessor as non-responsive. |
| | 14.5 | The bid security of the successful Proponent shall be returned as promptly as possible once the successful Proponent has signed the Contract and furnished the required performance security. |

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| | 14.6 | The bid security of unsuccessful Proponents shall be returned as promptly as possible upon the successful Proponent's signing the Contract and furnishing the performance security if relevant. |
| 15. Format and Signing of Proposal | 15.1 | The Proponent shall submit one original of the documents comprising the proposal as described in ITP 9.1. |
| | 15.2 | The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Proponent. This authorization shall consist of a written confirmation of a Power of Attorney to sign on behalf of the Proponent. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the proposal where entries or amendments have been made shall be signed or initialed by the person signing the proposal. |
| | 15.3 | Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal. |
| 16. Sealing and Marking of Proposals | 16.1 | The Proponent shall enclose the proposal. These envelopes containing the original and the copies shall then be enclosed in one single envelope. |
| | 16.2 | The inner and outer envelopes shall: (a) bear the name and address of the Proponent; (b) bear the name of the Works, to be addressed to the Lessor and bear specific identification of this RFP process: |

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| | | <p>“Development and Operation of a Café Court in Lot 11617 (N2-26) of Hulhumalé”.</p> <p>Housing Development Corporation Ltd. Third Floor, HDC Building Hulhumalé, Maldives</p> <p>Proposal Reference No: HDC (161)-EM/IU/2020/24</p> <p>(c) Proposal Check list specified in Annex 07 must be attached with the envelope</p> <p>(d) bear the name, address and contact number and contact person of the Proponent.</p> <p>(e) bear the registration number and the stamp (where applicable)</p> <p>(f) bear a warning not to open before the time and date for proposal opening.</p> |
| | 16.3 | <p>If all envelopes are not sealed and marked as required, the Lessor will assume no responsibility for the misplacement or premature opening of the proposal.</p> |
| <p>17. Deadline for Submission of Proposal</p> | 17.1 | <p>Proposals must be received by the Lessor at the address and no later than the date and time specified in the ITP 17.2. Proponents do not have the option to submit their proposals electronically.</p> |



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| | 17.2 | <p>For proposal submission purpose only,</p> <p><u>Venue to be announced at a later date</u></p> <p>The deadline for proposal submission is:</p> <p>Date: 26th March 2020 Time: 11:00hrs</p> |
| | 17.3 | <p>The Lessor may, at its discretion, extend the deadline for the submission of proposals by amending the RFP Documents in accordance with ITP 6, in which case all rights and obligations of the Lessor and Proponents previously subject to the deadline shall thereafter be subject to the deadline as extended.</p> |
| <p>18. Late Proposal</p> | 18.1 | <p>The Lessor shall not consider any proposals that arrives after the deadline for submission of proposal specified in ITP 17.2. Any proposal received by the Lessor after the deadline for submission of proposal shall be declared late, rejected, and returned unopened to the Proponent.</p> |
| <p>19. Proposal Opening</p> | 19.1 | <p>Except in the cases specified in ITP 18.1, the Lessor shall publicly open and read out in accordance with ITP 19.3 all proposal received by the deadline, at the date, time and place specified in the ITP 19.2, in the presence of Proponents` designated representatives and anyone who choose to attend. However, if an unforeseen circumstance arises resulting in the delay of the proposal opening, the Lessor shall inform the attendees.</p> |
| | 19.2 | <p>The proposal opening shall take place at:</p> <p><u>Venue to be announced at a later date</u></p> |

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| | | <p>Date: 26th March 2020</p> <p>Time: 11:15hrs</p> |
| | 19.3 | <p>Envelopes shall be opened one at a time, reading out: the name of the Proponent; the total price, the presence or absence of a bid security, if required; and any other details as the Lessor may consider appropriate. The Lessor shall neither discuss the merits of any proposal nor reject any proposal except for late proposal in accordance with ITP 18.1 and proposals that are not in accordance with Annex 07.</p> |
| | 19.4 | <p>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 publicly announced after the proposal opening.</p> |
| D. EVALUATION AND COMPARISON OF PROPOSALS | | |
| 20. Confidentiality | 20.1 | <p>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.</p> |



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| | 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 20.2, from the time of proposal opening to the time of Contract award, if a Proponent wishes to contact the Lessor on any matter related to the RFP process, it shall do so in writing. |
| <p>21. Clarification of Proposals</p> | 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. |
| <p>22. Deviations, Reservations, and Omissions</p> | 22.1 | <p>During the evaluation of proposal, the following definitions apply:</p> <p>(a) “Deviation” is a departure from the requirements specified in the RFP Documents;</p> |

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| | | <p>(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Documents; and</p> <p>(c) “Omission” is the failure to submit part or all of the information or documentation required in the RFP Documents.</p> |
| 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> <p>(a) if accepted, would</p> <p style="padding-left: 40px;">(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</p> <p style="padding-left: 40px;">(ii) limit in any substantial way, inconsistent with the RFP Documents, the Lessor’s rights or the Proponent’s obligations under the proposed Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Proponents presenting substantially responsive proposal.</p> |

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| | 23.4 | <p>If a proposal is not substantially responsive to the requirements of the RFP Documents, it shall be rejected by the Lessor and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p> |
| <p>24. Correction of Arithmetical Errors</p> | 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 | <p>Proponents shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITP 24.1, shall result in the rejection of the Proposal.</p> |

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| 25. Evaluation of Proposal | 25.1 | The Lessor shall use the criteria and methodologies listed in Section II Evaluation and Qualification Criteria. |
| 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 proposal 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. |
| E. AWARD OF CONTRACT | | |
| 27. Award Criteria | 27.1 | Subject to ITP 26.1, the Lessor shall conditionally award the Contract to the Proponents whose proposals has been determined to be substantially responsive to the RFP Documents and scored the highest marks from each category as specified in ITP 25.1, provided further that the Proponent is determined to be qualified to perform the Contract satisfactorily. |
| 28. Notification of Award | 28.1 | 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. |
| | 28.2 | Until a formal contract is prepared and executed, the successful Proponents’ proposal and the notification of award shall constitute a binding Contract. |
| | 28.3 | Within seven (7) days of receipt of the Contract Agreement, the successful Proponent shall sign, date, and return it to the Lessor. |



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| 29. Signing of Contract | 29.1 | Promptly upon notification of the conditional award, the Lessor shall send the successful Proponent the Contract Agreement. |
| | 29.2 | Agreement must be signed after the receipt of the Acquisition Fee as per Section I, Clause 31 of this RFP, and within 7 working days from the date of submission of the Performance Guarantee as per Section I, Clause 32 of this RFP. |
| 30. Termination | 30.1 | In case of breach of any of the Contractual obligations by the Proponent, HDC shall have the right to terminate the contract with prior notice. |
| 31. Acquisition Fee | 31.1 | <p>Within 07 (Seven) days of Notification of Conditional Award and prior to execution of the signing of agreement in accordance with ITP 29.1, the successful proponent shall pay an acquisition fee to the account which will be notified in the Letter of Award. Promptly upon notification of the payment, the Lessor shall send the successful Proponent the Contract Agreement.</p> <p>Acquisition fee is MVR 1,472,100.37 (One Million Four Hundred and Seventy Two Thousand One Hundred Maldivian Rufiyaa and Thirty Seven Laari).</p> |
| | 31.2 | Failure to pay the acquisition fee within the specified time period as per Section I, sub clause 31.1 will result in the annulment of conditional award of contract. |
| 32. Performance Guarantee | 32.1 | Within thirty (30) days of the receipt of notification of award from the lessor, the successful proponent shall furnish the Performance Guarantee. |

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| | | <p>The Performance Guarantee amount shall be 5% of the estimated project value. The Performance Guarantee amount shall be as follows:</p> <p>For local parties: If 5% of the estimated project value is lower than MVR 500,000.00 (Maldivian Rufiyaa Five Hundred Thousand), Performance Guarantee amount shall be MVR 500,000.00 (Maldivian Rufiyaa Five Hundred Thousand), and if 5% of the estimated project value goes beyond MVR 5,000,000.00 (Maldivian Rufiyaa Five Million), the maximum Performance Guarantee amount shall stay at MVR 5,000,000.00 (Maldivian Rufiyaa Five Million).</p> <p>32.2 For international parties: If 5% of the estimated project value is lower than USD 100,000.00 (Hundred Thousand Dollars), Performance Guarantee amount shall be USD 100,000.00 (Hundred Thousand Dollars), and if 5% of the estimated project value goes beyond USD 1,000,000.00 (One Million Dollars), the maximum Performance Guarantee amount shall stay at USD 1,000,000.00 (One Million Dollars).</p> <p>The Performance Guarantee shall be valid for 12 (twelve) months from the date of Agreement signing, and shall be renewed annually until the completion of the construction period and for an additional two months.</p> |
| | 32.3 | <p>Failure to pay the Performance Guarantee within the specified time period as per Section I, sub clause 32.1 will result in the annulment of conditional award of contract.</p> |



SECTION II. EVALUATION AND QUALIFICATION CRITERIA

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

Proposal evaluation will be conducted based on the following categories will be taken into account whilst allocating points;

1. Lease Rate – 40%

The lease rate will be evaluated using the Net Present Value of the proposed lease rate for the first 5 (Five) years after the grace period.

- NPV will be calculated as per the following formula with the discount rate of 10%.
- Interested parties with the highest acceptable NPV will be given a score of 100% whereby points shall be given as prorated for the other interested parties. However, outlier formula should be used to eliminate outliers.

$$\sum_{0}^{n} \frac{I}{(1+r)^n}$$

n= number of years

I = rent proposed for each year (starting from 1st year)

r= discount rate

- The minimum acceptable lease rate per sq.ft per month is MVR 16.40 for the first 5 (five) years. Any proposal which is less than the said Minimum acceptable lease rate shall be disqualified.

- The proposed rent should be in accordance with the Letter of Price proposal and should be clearly proposed for per square feet per month. (Rent should not be proposed on a per month basis).
- The rate proposed for each following year shall be equal or higher than the previous year's rental rate. Rates proposed not according to the RFP will result in the disqualification of the proposal.
- In evaluation of proposals procedure to eliminate the outliers as per Annex 02 shall be applied.

2. Experience - 20%

- Maximum 15% will be given based on developers' experience in real estate development and café operation. Registered / established brands to get additional 5% of the marks.
- Maximum marks for development experience will be given based on the value of completed projects. Project completion letters shall be submitted as proof of completed projects.
- The developer should have completed projects of value that is equal to or exceeds 150% of the estimated project cost. Maximum marks for operational experience will be given for parties who have been in operation for 3 years or more.
- To achieve the brand points, the brand should have been in operation for one year from the date of registration.
- Proponent may submit the experience of the shareholding companies, should the proponent be a major shareholder in the company, and should that company be operating in a related industry.

3. Business Plan - 20%

The business plan will be evaluated based on the following documents.

- a. Marketing Plan (25 points):



- Product strategy including target market
 - Pricing Strategies
 - Promotional strategies
- b. Financial Plan (25 points):
- Project financing mechanism
 - Financial forecast
- c. Operational Plan (25 points):
- Proposed project schedule
 - Operational details
- d. Management and Human Resource Plan (25 points):
- The project management team structure and their experience
 - Creation of employment opportunities to locals
 - Details of human resource development plans

4. Concept Design- 20%

- The concept design shall be submitted in a separate sealed envelope within the main proposal envelope.
 - The evaluation would be carried out on the basis of the items submitted as per the items highlighted in Annex 04, Section 6: Submission (Deliverables and Procedure), Sub-section 6.1: Concept Design Stage.
 - The concept design will be evaluated based on the following criteria.
- a. Clarity of concept (15 points):
- Clarity of the proposed design concept
 - Is there a clear understanding of the brief and approach to design?
 - Quality of concept translation to design
 - Quality of business concept translation to design concept
- b. Site responsive design (15 points)
- Does your project concept address the surrounding urban context and local weather?
 - Has accessibility and site circulation taken into account?

- c. Function oriented design (35 points)
- How well the design addresses the functions, facilities and spaces
 - How well the functions and spaces are arranged and facilities are connected in terms of usability wise as well as operationally.
 - How practical is the process of realizing the project?
 - Durability and life-span of the project
 - How well the design addresses sustainability and economic in terms of operational expense
- e. Materiality and Buildability (15 points)
- How does the proposed material address to the local weather and surrounding context?
 - Aesthetics, quality, durability of proposed materials and how economical they are
 - How well building services are addressed and thought and catered for future provision and flexibility of integrating applicable systems.
- f. Aesthetics and Design
- A clear distinctive portrayal of architectural language
 - How far aesthetics has been achieved by the harmonious balance between Texture, Color, Tone, Direction, Proportion, Solid and Void and Form and Shape in connection and to complement the existing structure and architectural language of the surrounding context
- g. Quality of content (5 Points)
- Presentation of concept
 - Quality of Presentation Medium (Boards, Models, Interactive presentation, etc.)
 - Effectiveness of design communication
 - Translation of idea to conceptual schematics



SECTION III. LESSOR'S REQUIREMENT

General Specifications

1. Scope of Works

The proponent shall Develop and Operate Café Court in Lot 11617(N2-26) of Hulhumalé, on a long term lease model as per the below detailed terms and conditions.

2. Business Model

- 2.1 50% of the leasable area designated for cafés can be occupied by the proponent/ a related party
- 2.2 The proponent should sublease the rest of the leasable area for cafés to an independent third party
- 2.3 The café court should be designed in such a way that a minimum of three (3) units are available to the public
- 2.4 If the proponent wishes to sell the lease rights upfront, HDC should get the offer of first refusal. A certified independent valuer shall determine the market value of units
- 2.5 Mortgage rights can be granted as per HDC's mortgage policy

3. Project duration and key timelines

- 3.1 The Proponent shall submit the Performance Guarantee within thirty (30) days of the receipt of Notification of Conditional Award from the Lessor.
- 3.2 The Proponent shall pay acquisition fees within seven (7) days from the receipt of notification of conditional award from the lessor.
- 3.3 The Proponent shall submit Detailed Drawings of the commercial building for the approval of HDC within sixty (60) calendar days from the signing of the Agreement. Thereafter, HDC will give comments on the submitted Detailed Drawings within 14 (fourteen) working days from the date of submission. The Proponent further undertakes to make any alterations to the revised Detailed Drawings and submit within Fourteen (14) working days from the date of

comments given by HDC, at the Proponent's sole cost. The revised Detailed Drawings shall comply with all specific requirements of HDC mentioned in the comments and Guidelines of HDC.

- 3.4 Upon the Detailed Drawings being finalized and approved by the relevant authorities, the Proponent shall grant exclusive right to HDC to utilize the Detailed Drawings in the event the Proponent fails to deliver the project as agreed between the parties. Under such circumstances, the Detailed Drawings shall become the property of HDC and the Proponent shall not have any right or claim whatsoever in respect of the Detailed Drawings.
- 3.5 The development site shall be handed over to the proponent within seven (7) working days from the approval of the detailed drawing.
- 3.6 The Proponent shall submit BOQ for the project within thirty (30) calendar days from the approval of Detailed Drawings.
- 3.7 The Proponent shall mobilize the development land, within thirty (30) calendar days from the handover of the development site. The development land will be handed over to the proponent in its current condition, and any clearance required on the development land shall be the sole responsibility of the proponent.
- 3.8 If required by EPA, EIA shall be submitted to HDC within thirty (30) calendar days from the approval of the detailed drawings.
- 3.9 The Proponent shall complete the construction and development of the land within a maximum period of fifteen (15) months from the date of signing the Agreement (Detailed Drawing submission and approval period is inclusive in this fifteen (15) month period).
- 3.10 The project construction and development period as per clause 3.9 shall be a grace period where no lease payment shall be applicable. In any circumstance, the grace period shall not exceed fifteen (15) months from the date of signing the Agreement.
- 3.11 The duration of the lease period is Twenty-Five (25) years from the date signing the agreement.



4. Other Terms and Conditions

- 4.1 The Proponent should not collect any payments from potential lessees (or pre-lease the units of the Commercial Building) who wishes to lease units from the commercial building prior to the completion of 20% of the building structure. The Lease rights shall be granted by the Lessor once the 20% of the structural work is complete.
- 4.2 The Proponent shall submit monthly development progress reports to the Lessor once the development site is mobilized.
- 4.3 Must install fire safety measures.
- 4.4 The Proponent shall be responsible for the management of the property including maintenance, insurance, and full-time security of the Café Court throughout the development and operational period.
- 4.5 The Proponent shall be responsible for the administration, supervision, management and operation of the Cafe' Court for the twenty-five (25) year lease duration.
- 4.6 The Proponent must comply with all the protocols, guidelines of the relevant authorities.
- 4.7 Any changes to the structure or the buildings should be communicated and approved by the Lessor.

5. The Product

The café court to be designed by the developer as per the design brief and planning and development guidelines of HDC.

The development shall comprise of two floors, with F&B units and additional facilities as detailed below:

Ground Floor

- Café & attached supporting facilities
- Open seating area
- Security Office



First Floor/ Mezzanine

- Café & supporting facilities
- Management Office

Terrace Floor

- Space for catering to event space
- Event space with attached facilities
- Shared washrooms

6. Minimum Lease rate

6.1. When proposing the monthly rent, the minimum rate per square feet per month shall be MVR 16.40 for the first 5 (Five) years. Any proposal which is less than the said Minimum acceptable lease rate shall be disqualified.

6.2. The rate proposed for each following year shall be equal or higher than the previous year's rental rate. Rates proposed not according to the RFP will result in the disqualification of the proposal.

6.3. After the first five years the rent shall be revised based on market inflation with a maximum cap of P+i+5% (Current price+ inflation for the five years + 5%)

7. Financing of the project

7.1 The proponent shall secure finance for the whole project, where the project could be financed from external or internal sources or both.

7.2 Any proponent without proper proof of funding for the full project value would be considered ineligible.

7.3 HDC shall grant mortgage rights to the developer for the leasehold rights on the land plot for the loan amount as stated in the proof of funds documents for the duration of the development loan as per HDC mortgage policy.

SECTION IV. BUSINESS PROPOSAL REQUIREMENT

To establish its qualifications to perform the contract in accordance with Section II (Evaluation and Qualification Criteria) and to determine the proposal as substantially responsive proposal Proponent shall provide the information requested in the corresponding documents included hereunder.

1. Price Proposal Form (As in ANNEX 06)

2. Bid Security (As in ANNEX 05)

3. Legal Documents:

- (a) Copy of Business Registration Certificate
- (b) Copy of GST Registration certificate (for the relevant and similar work)
- (c) Copy of Tax returns for the past 3 (three) years (GST & BPT)
- (d) Copy of Trade permit (for the relevant and similar work).
- (e) If a partnership: partnership profile documents
- (f) If a company; memorandum and Articles of Association of the Company.
- (g) If a company; Board Resolution of the Company confirming Board of Director's approval for proposed work.
- (h) Information of the proponent's authorized representative employed to carry out the works, preferably fulltime personnel of the proponent. The proponent shall provide the name, address, contact number, email address and details of the authorized representative who will liaise with Lessor on behalf of the Proponent.
- (i) Power of Attorney to sign on behalf of the Proponent in accordance with ITP 15.2.

4. Financial Documents:

- (a) Bank statements of the past six (06) months of the Business Entity or the monthly balance or monthly average balance confirmation. The submitted statement shall be original, authorized and sealed by the Bank / Financial institution.



- (b) Audited Financial Statements of the past three (03) years (authorized by a certified audit firm / individual)
- (c) If Equity Finance, the company accounts should prove that the company has enough fund for the full project. (Cash and cash equivalents, receivables, payables and inventory if related company.)
- (d) If equity injection for the project, should provide proof of the fund
- (e) If External funding the proponent should submit relevant documents
 - a. Bank Finance: should submit Bank Comfort letter, bank guarantee etc.
 - b. Partner Companies: should provide partner company details
- (f) Other finance: Time Deposit, Tradable Bonds, etc.
- (g) If part equity part external fund, the proponent should submit documents accordingly.

5. Business Plan:

- (a) The proponent shall submit a business plan as per the instructions given in Section II, sub-section 3 of this RFP.

6. Concept Design

- (a) The proponent shall submit a concept drawing for the commercial building in accordance with the planning and development guideline of the specific plot under Annex 03, and the Design brief and Scope of Work attached under Annex 04.

7. Experience in Relevant Field

- (a) Proponent shall submit documents proving their experience including project completion letters, list of projects and its' values, and scale of operations in relevant field.

8. RFP Document Checklist

- (a) Checklist should be attached as per Annex 07 outside the sealed envelope

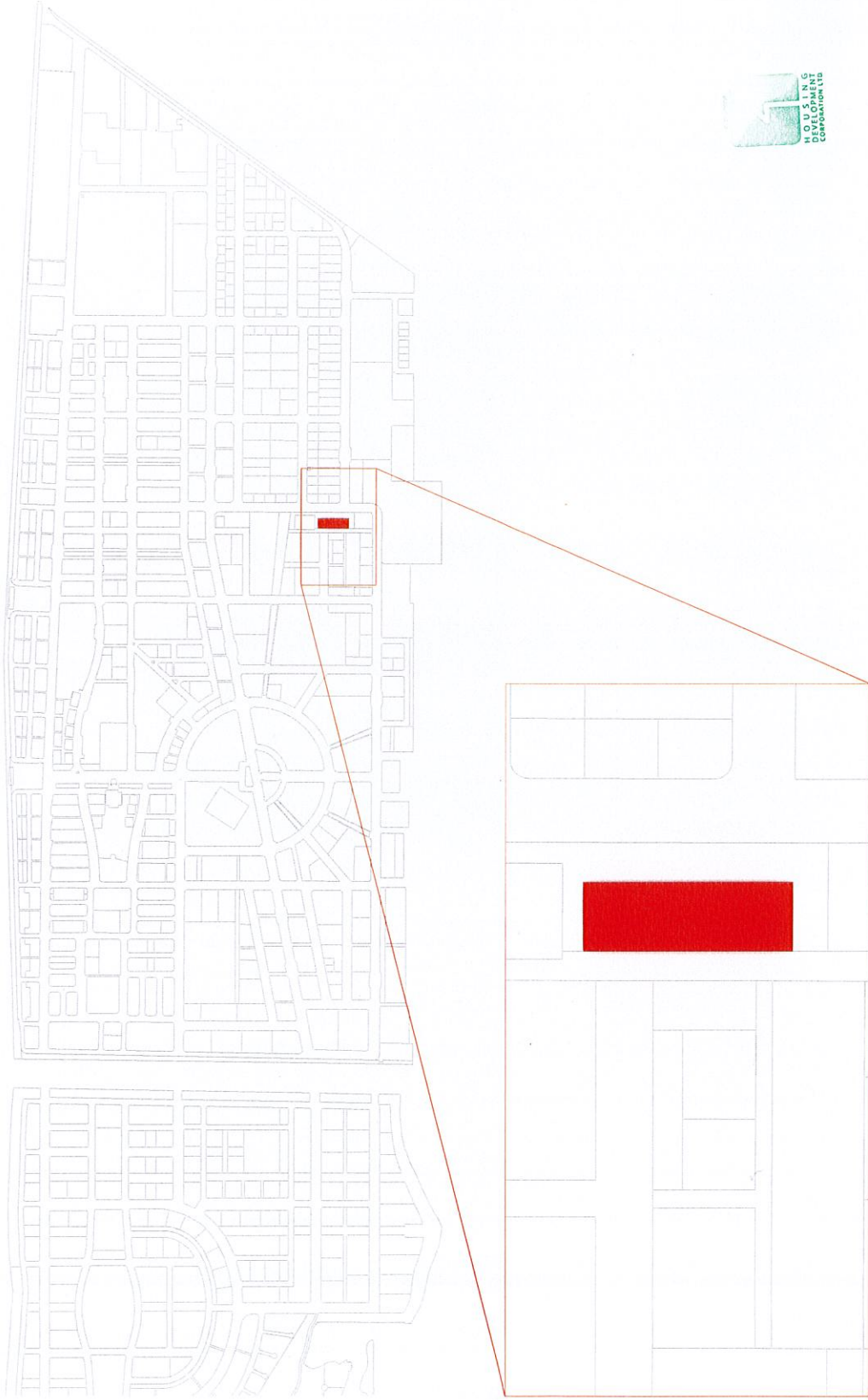


Annex 01- Drawings (Location map / Plot map / Unit map)

| Type | Unit Number | Area |
|-------------|--------------------|------------------|
| Cafe' Court | N2-26 | 19,093.39 Sq.Ft. |

** Areas given are subjected to minimal changes*

PHASE
1



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

DRAWING: LOCATION MAP

PROJECT: CAFE COURT

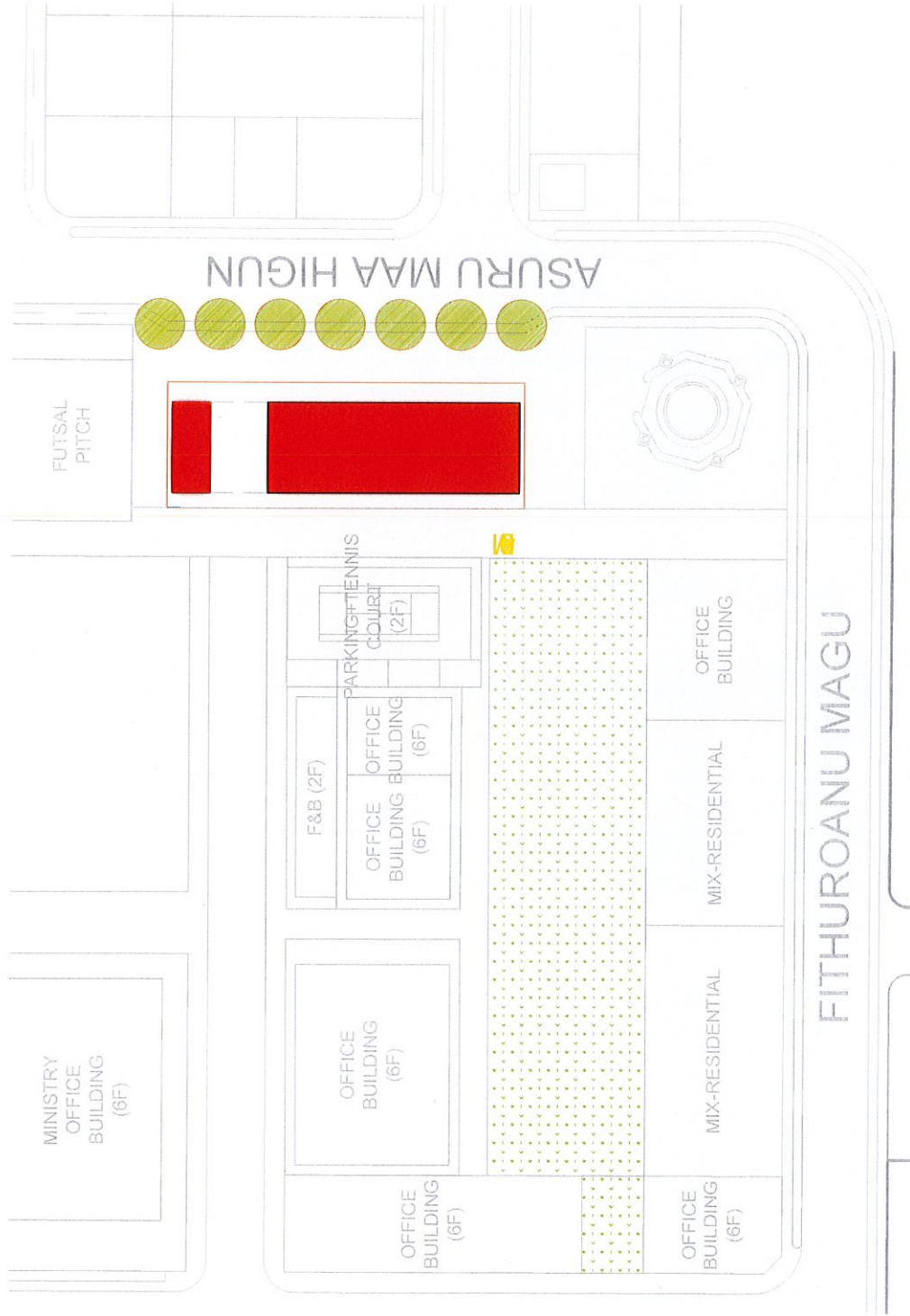
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Drawn by: Najath

Checked by: Saif

Date: 28th October 2019

Remarks:



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DRAWING: SITE PLAN

PROJECT: CAFE' COURT

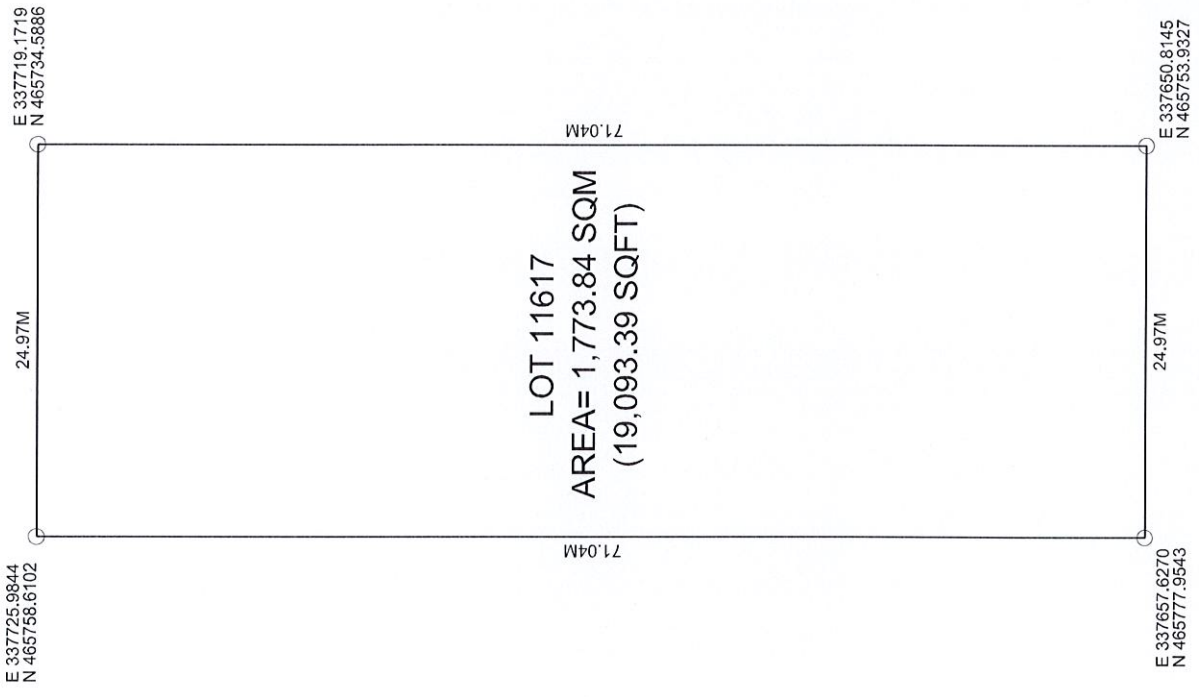
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Drawn by: Najath

Checked by: Saif

Date: 28th October 2019

Remarks:



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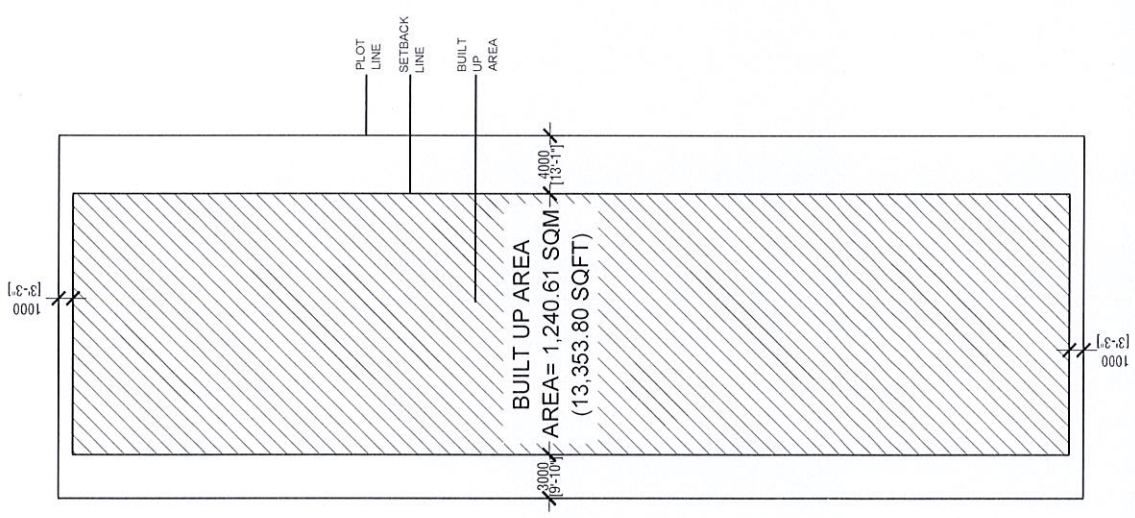
DRAWING: PLOT MAP

PROJECT: COMMERCIAL LAND - 4

Scale: N:1:5
 Drawn by: Jillan
 Checked by: Zinat
 Date: 17th September 2019
 Remarks:



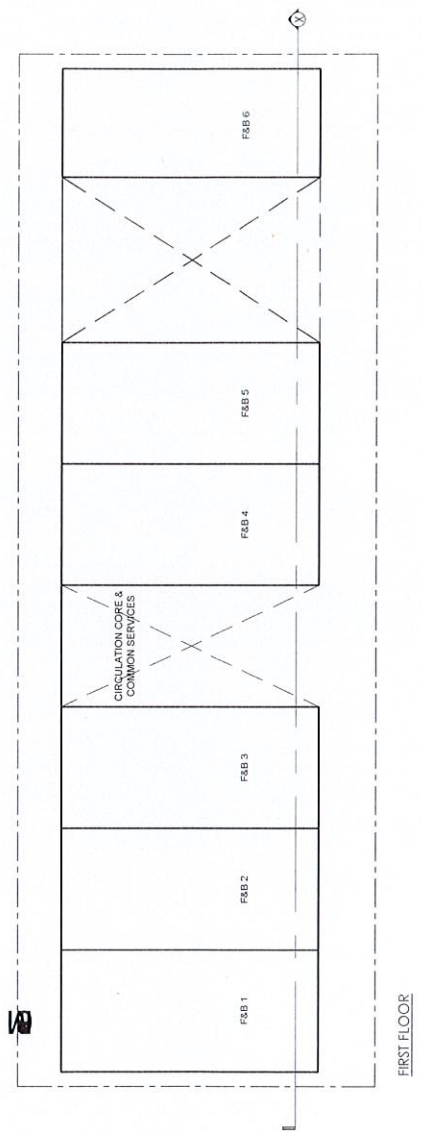
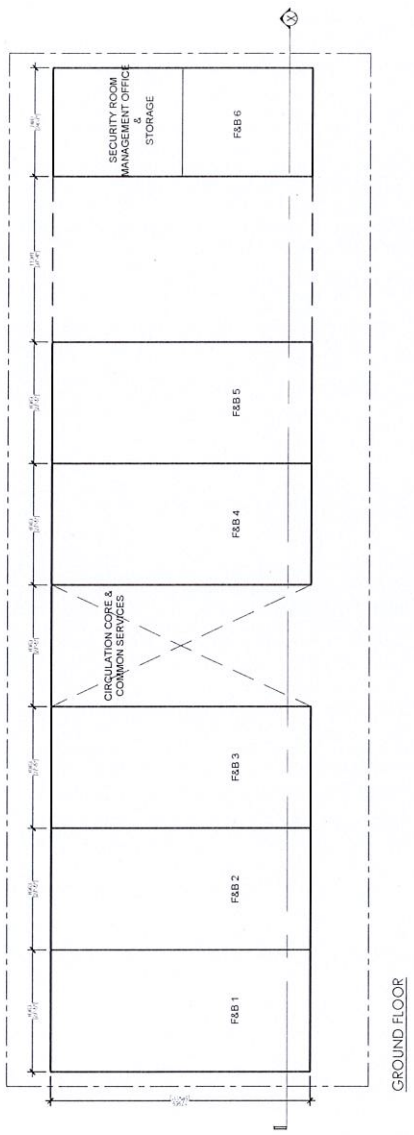
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| Lot Number | Parcel Number | Description | Land Use | Plot Area | Foot Print | Gross Floor Area (G.F.A) | Plot Ratio (F.S.I) | Site Coverage | Max Height / Floors |
|------------|---------------|---------------------|------------|-------------------------------|--------------------------------|--------------------------------|--------------------|---------------|---------------------|
| 11617 | N3-15 | COMMERCIAL AREA - 4 | Commercial | 1,773.84 SQM 19,093.4 SQFT | 1,240.61 SQM 13,353.80 SQFT | 2,964.50 SQM 31,909.58 SQFT | 1.7 | 70% | 2 Floors / 12.5m |

PROJECT: CAFE' COURT **DRAWING: SETBACK PLAN**

Scale: N.T.S. Checked by: Saif Date: 28th October 2019 Remarks:



PROJECT: CAFE' COURT

Scale: N.T.S

Drawn by: Najath

Checked by: Saif

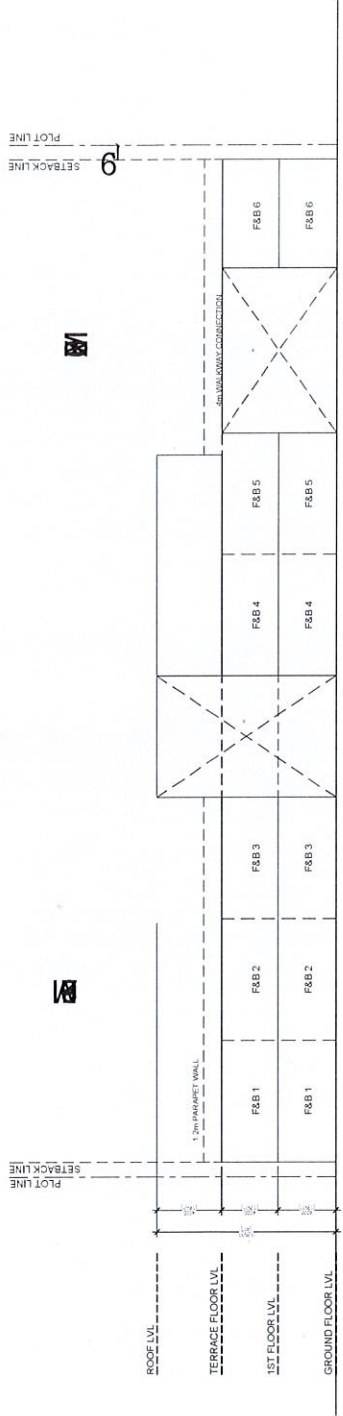
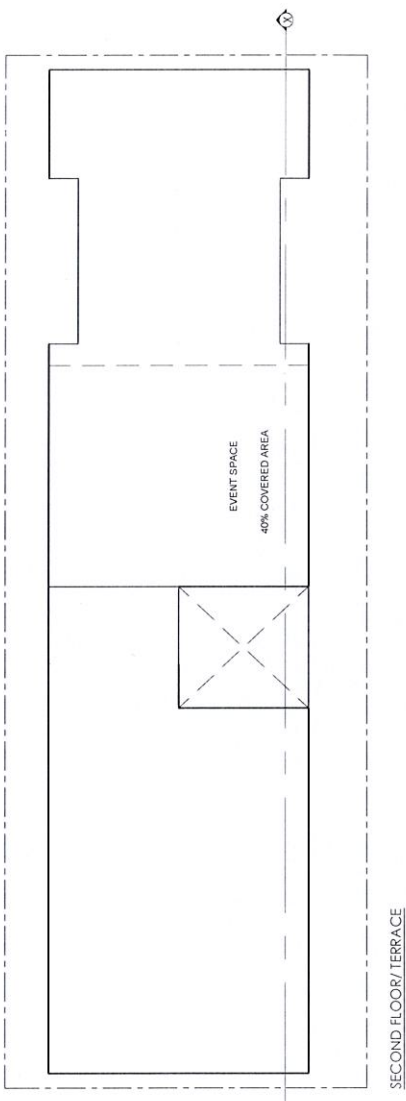
Date: 28th October 2019

Remarks:

DRAWING: PLANS



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PROJECT: CAFE' COURT

Drawn by: Najath

Checked by: Saif

Date: 28th October 2019

Remarks:

DRAWING: PLANS & SECTION

Annex 02

Procedure to Eliminate Outliers

Minimum Acceptable NPV per Square feet **470.65**

Step 1: Comparison of NPV of acceptable proposals

| Proponent | NPV | |
|--------------|--------|----------|
| Proponent 1 | 797.37 | Accepted |
| Proponent 2 | 713.73 | Accepted |
| Proponent 3 | 817.56 | Accepted |
| Proponent 4 | 761.38 | Accepted |
| Proponent 5 | 896.05 | Rejected |
| Proponent 6 | 982.46 | Rejected |
| Proponent 7 | 796.03 | Accepted |
| Proponent 8 | 711.86 | Accepted |
| Proponent 9 | 759.32 | Accepted |
| Proponent 10 | 852.89 | Accepted |

Step 2: Calculating Quartile Range

| | |
|-----|--------|
| LQ | 759.84 |
| UQ | 844.06 |
| IQR | 84.22 |

Step 3: Calculating Acceptable Range

| | |
|----|--------|
| LB | 470.65 |
| UB | 886.17 |

Note:

- * LQ = Lower Quartile (25%)
- * UQ = Upper Quartile (75%)
- * LB = Min NPV Acceptable
- * UB = Upper Boundary (UQ+(IQRx0.5))

NOTE: This is a sample of how the outliers are eliminated

Annex 03
Planning and Development Guideline



HULHUMALE PLANNING & DEVELOPMENT GUIDELINE: **COMMERCIAL LOT 11617**

1. INTRODUCTION

- 1.1 This guideline will be applicable to the commercial development at commercial lot 11617 of Hulhumale' phase 1 (please refer to the development drawings).
- 1.2 Concept Level drawings (site plan showing the surrounding context, floor plans, conceptual sections and elevations), and spatial layout, showing the overall classifications and requirements of the development must be submitted to HDC for comments before proceeding to final architectural and structural drawings.
- 1.3 A master-plan stating the phases of the whole development should be submitted to HDC, if applicable.
- 1.4 Final detail drawing approval and related construction approvals need to be obtained from HDC, before the construction of any building in Hulhumale'.
- 1.5 Final detail drawing set should be signed and stamped by a registered local architect/structural engineer.
- 1.6 Under these guidelines, a building is defined to be a constructed dwelling that is not movable/portable within a given plot and one that is finished using different materials and is constructed to a certain standard that is acceptable to HDC.

2. USAGE OF LAND

- 2.1. These allocated land plot is to be used for commercial activities limited to; cafés, etc. whereby its ground floor level is partially used for staff parking while the majority of the ground floor and the upper floors are for commercial use.
- 2.2. Following are prohibited uses for the ground level of these dwellings:



- 2.2.1. Large scale industrial use, any use where public is disturbed from loud noises, smell or dust generating and carrying activities, constructing go downs.

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

- 3.1. Maximum usable building height from pavement level is 7.6 meters with 2 floors, with an additional 4 meters for the purpose of installing a lift machine room if required, resulting in a total building height of 11.6 meters.
- 3.2. Minimum height between finished floor levels to slab/ceiling soffit level is 3.2 meters.
- 3.3. No part of the building such as roof eave, gutters and door/window panels etc. should be projected out into the road or beyond the limits shown in the guideline drawings. (Refer to annex)

4. BOUNDARY WALL

- 4.1. Urban interaction is highly encouraged at street level hence no boundaries or fences are allowed at ground level.
- 4.2. Boundary walls on the side and rear can be built to a maximum height of 1.22m and should be built inside the given boundary line.

5. ACCESS AND CIRCULATION

5.1 PEDESTRIAN

- 5.1.1 A safe accessibility provision with ease of circulation should be provided as much as possible to all type of users particularly the elderly and physically impaired.

5.2 VEHICULAR

- 5.2.1 A convenient loading/unloading area must be included for the ease of access for vehicles and equipment.

6. GENERAL REQUIREMENTS

Intention : Recommendations stated below are to help support the sustainable development of commercial areas in Phase 1 of Hulhumale’.

- 6.1. Ground floor level should accommodate staff vehicular parking, loading and unloading area, and also a service area for panel room, pump room, utilities which is easily accessible by service providers.
- 6.2. Waste disposal mechanism with ease of loading should be established within the development at the ground level.
- 6.3. If landscaping is provided, either soft or hard (or both) at common areas, materials with good resistance to vandalism should generally be chosen.
- 6.4. A minimum of 1 staircase and 1 lift should be provided within the common area of the building. Whereby, one lift should be a dedicated Fireman’s lift. One Staircase should be designed to cater for emergency evacuation as well.
- 6.5. Male, female, and disability access toilets must be provided at the development.
- 6.6. Mechanical and Electrical provisions should be given to allow easy connections of air conditioning, etc. within the development.
- 6.7. All air-conditioning/service units must be hidden/screened from public view.
- 6.8. The façade and openings should be designed in such a way that the privacy of the neighbouring buildings is not compromised.
- 6.9. The lighting design (exterior and interior) of the building should be designed in such a way that it is not intrusive to the neighbouring buildings.
- 6.10. All cafés proposed within the development should adhere to all requirements set forth by the Food & Drug Authority relating to food storage / preparation / service & disposal.
- 6.11. The terrace area of the development can be used as an open dining area, provided that the shading method used are temporary structures that can be easily disassembled.
- 6.12. A security and building management office is to be provided as shown in the guideline line drawings provided.

7. DEPTH OF FOUNDATION

- 7.1. Depth of foundation for each building would be determined by the structural engineer of the building.
- 7.2. Foundation protection method and visual soil report should be submitted.
- 7.3. If the foundation of the structure is 1.8m or deeper, developer should submit environmental impact assessment.

8. ATTACHMENTS

- 8.1. Location map of Lot 11617
- 8.2. Plot map of Lot 11617
- 8.3. Setback plan of Lot 11617
- 8.4. Guideline Drawings of Lot 11617

NOTE: In addition to this, please refer to the accompanying guideline drawings

Annex 04

Design Brief and Scope of Work



CAFÉ COURT

DESIGN BRIEF AND SCOPE OF WORK

1.0 INTRODUCTION

The café court project is a commercial F&B development planned to be built in the commercial district of Hulhumale'. This is to introduce more food & beverage spaces in this district of Hulhumale'. This plot is surrounded by office buildings and mix-residential buildings both planned and existing.

**Refer to guideline drawings.*

2.0 PROJECT DETAILS

Plot area: 1773.84 sqm (19,093.39 sqft)
Foot print: 1,240.61 sqm (13,909.58 sqft)
Site coverage: 70%
Height: 2 floors/ 12.5

The main components include:

Ground Floor

- Cafés & attached supporting spaces
- Open seating area
- Security office

First Floor/ mezzanine

- Cafés & supporting spaces
- Management office

Terrace floor

- Event space with attached facilities
- Washrooms

**Refer to guideline drawings.*

3.0 GENERAL DESIGN REQUIREMENTS

The café court project is a commercial F&B development planned to be built in the commercial district of Hulhumale'.

3.1 PEDESTRIAN / HUMAN CIRCULATION

- Main circulation routes and entrances should be well defined and well lit. The spatial layout should encourage easier walking access to different areas within the café court.
- Disability access should be integrated at all pedestrian and vehicular drop off/ pick up points.
- Disability access must be provided for all spaces for both horizontal and vertical circulation.
- Pedestrian walkways shall be differentiated from driving surfaces through the use of durable landscape treatments and/or surface materials.
- Every storey of a building shall be provided with exit facilities for its occupant load
- 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



3.2 VEHICULAR CIRCULATION, PARKING & DROP-OFFS

- Locate additional site access points for loading and unloading and back of house services at convenient points for cafes.
- Use signs to indicate "drop-off zone", "passenger loading only" or "garbage collection area".
- The road indicated should be incorporated for the loading and unloading purposes. **Refer to guideline drawings.*
- Consider the design of garbage and move-in/out areas to ensure ability of large trucks to maneuver.

3.3 SPATIAL PLANNING AND FUNCTIONALITY

- Operational typology must be addressed and all supporting facilities such as kitchen, services area, pantry, washrooms and storage must be provided in each café separately.
- Each café unit should utilize ground and first floor with its own access to the first floor. **Refer to guideline drawings.*
- A common circulation core with stairs and lift must be given with access to top floor.
- The terrace floor shall include an event space from which open area should be 60%. **Refer to guideline drawings.*

3.4 FORM AND MATERIALS & AESTHETICS

- Establish consistent levels of material quality and detail.
- To encourage the construction of resource efficient buildings that utilize, to the extent practical, recycled, renewable, and/or reused construction materials.
- All primary building facades shall incorporate materials that are durable, economically maintainable and of a quality that will retain their appearance and finish over time.

3.5 LANDSCAPING DESIGN

- Landscape design should aid the pedestrian circulation and surrounding context.
- The landscaping should be designed in harmony of the open spaces and semi-open spaces.
- Landscaping could be integrated into the seating areas of all cafes.

3.6 MATERIAL SPECIFICATIONS

The contractor is required to submit a material schedule with the concept submission and final submission drawings. Contractor must provide all the necessary construction & connection details pertaining to the proposed materials. The quality and durability of the proposed materials must be ensured and must be of ISO standards.

3.7 INTERIOR DESIGN REQUIRMENTS

During the concept stage the contractor is required to submit an interior concept for all the common spaces. Conceptual submission must include elevations, plans, 3Ds & material schedule. Detail design must be submitted during final detail drawing submission stage.

The designed spaces must include designated seating, furniture & lighting. Materials used for wall, ceiling & floor finishes must be relevant to the spaces, of good standards & aesthetically pleasing. The contractor must ensure quality and durability of all the finished materials. We require the contractor to use the same language throughout the spaces.

Final drawings for the concepts must be submitted during the detail submission stage.

3.8 SUSTAINABILITY GUIDELINES

A key design aim should be to ensure that the development should be economically, socially and environmentally sustainable. This is facilitated by:

- The encouragement of energy efficiency both at construction stage and during the lifetime of the building e.g. By climate sensitive design which takes account of the orientation and surrounding features to control wind effects while optimizing sunlight, daylight and solar gain benefits
- Having due regard to the social and environmental consequences associated with the use of materials and resources, e.g. Minimizing the use of scarce non-renewable resources and using renewable resources and materials which have minimum environmental consequences, wherever practicable; and
- The integration of the new housing into the existing natural and built environment in a way that makes a positive contribution to the overall environment of the locality.

The degree to which the designer can favorably influence micro-climate is frequently determined by the size, location and nature of the site. In deciding on the site layout, designers should have regard to:

- the scope for optimizing daylighting and solar gain, through the orientation and spacing of buildings
- aim to maximize the use of existing natural drainage patterns and to limit the requirement for separate disposal of surface water offsite. The extent of new impervious surfaces should be limited so as to reduce peak surface water runoff.
- The choice of materials for site works should have regard to cost, performance, durability, maintainability and overall environmental impact.
- due regard should be had to the full lifecycle cost and environmental impact of the materials used. The potential for recycling and reuse should also be taken into account.
- There should be a preference for material from renewable or recycled sources, where available, economic and appropriate for the function.
- The design should aim to ensure that all materials should be used efficiently with a minimum of waste.
- Use of energy efficient appliances.

4.0 STRUCTURAL DESIGN REQUIREMENTS

The structure of the proposed design must be designed preferably using concrete. The design of the structural members and connections must be consistent with the intended use and behavior of the framing system. The structural design must adhere to British standards or necessary standards for construction to ensure the quality and safety of the structure. The contractor must get the required stamping of a registered local engineer to approve the structural drawings. The Design, Installation, Commissioning and Handover of the Structure, materials, products and workmanship must comply with the relevant prevailing Maldivian authority standard and British Standards in that order as appropriate.

At the concept stage as a deliverable the contractor should propose a structural system / material as well as the proposed methodology brief. With that the contractor is liable to provide assumed load data and structural calculations and mention the standards used. The final drawings for the structure needs to be submitted during the shop submissions stage.

5.0 MECHANICAL SERVICES

5.1 INTRODUCTION

This section provides the general requirements for the mechanical services of the proposed project. The basic Mechanical Services covered in this section are: -

- 5.2 Air-conditioning and mechanical ventilation services;
- 5.3 Fire Protection Services;
- 5.4 Cold Plumbing Services;
- 5.5 Sanitary Plumbing Services;
- 5.6 Vertical Transportation Services (Lift Services)

All relevant works must comply with the requirements of local and statutory authorities having jurisdiction over part/s of the works including but not limited to:

- a) Housing Development Corporation (HDC)
 - b) Male' Water & Sewerage Company Pvt Ltd (MWSC) – Water and Sanitation Authority
 - c) Maldives National Defense Force (MNDF) – Fire Protection Authority
 - d) Ministry of Environment & Energy
 - e) Ministry of Health
 - f) Food & drug authority (FDA)
- According to Intergovernmental Panel on Climate Change (IPCC), buildings are responsible for one-third of all Green House Gas (GHG) emissions. In addressing to this, several measures as below can be taken in order to design a building that will be more energy efficient.
 - 1. Energy saving lighting system with motion sensors;
 - 2. Efficient equipment in buildings
 - Service areas shall occur away from public streets, parks, plazas and adjoining development. Views of service areas from streets, parks, plazas, pedestrian walkways and adjoining development shall be screened. Screening enclosures shall be incorporated into the building architecture and utilize the same materials as the principal building to the greatest degree possible. All services must be easily accessible for maintenance purposes.
 - When designing the mechanical services, the contractor must ensure that all aspects, wherever possible, is PWD friendly. All emergency services must be designed so that in case of an emergency, a person with any form of disability is aware of the situation.
 - All the mechanical services must be suitable for local weather conditions (marine environment). **Contractor is required to submit a proposal for the above mentioned systems during the concept stage and the drawings needed for the said systems needs to be submitted during the detail drawings submission.**
 - It is recommended that consultation be done at concept level with services providers of electricity, plumbing, sewerage, telecommunication and cable TV, as to how these could be economically and sustainably incorporated to the development.

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

Dedicated utility space at either ground or first floor level should be provided for the provision and/or installation of relevant services as required

5.2 AIR-CONDITIONING AND MECHANICAL VENTILATION SERVICES

General Guidelines

Design principles, equipment selection and material specifications must be in line with good engineering practice and must give due regard to the following: -

- Comfort conditions;
- Simplicity of design and installation;
- Ease of operation and maintenance;
- Energy conservation and environmental impact;
- System flexibility and adaptability;
- Recognized and acceptable design standards;
- Screened within the façade to be aesthetically appealing,
- During design stage, take consideration to provide AC & AC outdoor unit.
- Provide centralized kitchen exhaust system for the whole development. This system should be odorless.
- Toilet ventilation.

Regulations & Standards

The latest edition of the following standards must generally be applicable to the design of the air conditioning and mechanical ventilation systems. Where there is difference in standards or requirements between two documents or between a document and the specific requirements of the local authorities having jurisdiction, the more stringent standard or requirement must be applicable:

- Indoor Air Quality (IAQ)
- Latest edition of ASHRAE
- CIBSE guidelines

Mechanical Ventilation System must be provided to all the services areas.

1. Air filtration

The air filtration system must generally be designed in accordance to the above mentioned standards.

2. M&E Plant rooms

- Pump rooms, electrical transformer and switchgear rooms, refuse chamber and other electrical rooms must be mechanically ventilated meeting the requirements of humidity and temperature of the rooms.
- All M&E Plant rooms must be separated from each other
- The ventilation system must be provided with automatic controls to turn on and off on demand. Manual override systems must be provided to manually operate the ventilation system as needed. The ventilation system must also be interlocked with the fire protection system.

5.3 FIRE PROTECTION SERVICES

General

The section covers the general requirements for Fire Protection Systems.

- a) Portable Fire Extinguisher
- b) Automatic Carbon Dioxide System (for Electrical Low Voltage Room and Genset Room)
- c) Clean Agent for Electrical Substation
- d) Hose Reel System
- e) Wet Riser System
- f) Automatic Fire Detection System

Regulations, Standards and Codes

The following standards, codes of practice and regulations must apply for all works carried out in this contract.

- a) Maldives National Defense Force (MNDF)
- b) National Fire Protection Association (NFPA)

All design must comply with the Statutory Regulations and requirements of the relevant Government Agencies & Local Authorities. Submission of plans to the authorities must be performed by registered Professional Engineers. Commissioning and testing of the Fire Protection facilities must be carried out by a qualified fire protection contractor registered with MNDF

All emergency services must be designed to be PWD friendly. In case of an emergency, a person with any form of disability must be aware of the situation.

5.4 COLD WATER PLUMBING SERVICES

General

The section covers general requirements of the Cold Water Plumbing Services. Generally, the works for the Cold Water Plumbing services must include the following: -

- a) The rainwater down pipes must be connected to the ground well tank, where the ground well must be used primarily for irrigation purposes.
- b) Recommended to use any brand of quality which is available locally, such as DAVEY or equivalent pumps.
- c) Pressurized pipes shall be higher grade such as PPR.
- d) Gravity pipes shall be higher grade such as UPVC.
- e) The water quality should comply with the standards set forth by the Health Protection Agency (HPA)
- f) Specify water conservation devices including low flow plumbing fixtures such as shower heads & water sufficient toilets.
- g) Provide shut-off valves for all individual water risers. Ensure all shut-off valves are clearly marked and easily accessible from common corridors.

*All materials should be suitable for Maldivian Environment (Marine Env.) which is locally available Contractor is required to submit a proposal for the above mentioned systems during the concept stage and the drawings needed for the said systems needs to be submitted during the shop drawings submission.

Regulations, Standards and Codes

The following standards, codes of practice and regulations must apply for all works carried out in this contract.

1. Male' Water and Sewerage Company Pvt. Ltd. (MWSC)
2. The relevant British Standard Specification (BS)
3. Latest Edition of ASHRAE standards
4. CIBSE standards

All design must comply with the Statutory Regulations and requirements of MWSC. Submission of plans to the authorities must be performed by Professional Engineers. Commissioning and testing of the Cold Water and Sanitary facilities must be carried out by the qualified Cold Water and Sanitary contractor.

Contractor is required to submit a proposal for all the Cold Water Plumbing Services during the concept stage and the drawings needed for the said systems during the shop drawings submission.

5.5 SANITARY PLUMBING SYSTEM

General

Generally, the works for the Sanitary Services must include, but not limited, to the following:

1. Internal soil, waste, vent and anti-siphon, pipework, fittings and accessories for all toilets.
2. Domestic manholes, floor traps, gully traps and accessories.
3. Drainage system shall be directly connected to the Municipal mains.

Statutory Regulations

All design must comply with the Statutory Regulations and requirements of MWSC.

Contractor is required to submit a proposal for all the sanitary Plumbing Services during the concept stage and the drawings needed for the said systems during the shop drawings submission.

System Requirements

The contractor must propose a sanitary plumbing system to dispose of all soil and waste water from all sanitary fixtures. Well water and rain water tanks to be connected as mentioned above and must be used primarily for irrigation.

- Provide floor drains in public and barrier-free toilets.
- Provide a clean-out on every floor for accessing and cleaning drainage stacks.
- Recommended to use slab drop method (refer to attached drawing in references) or wall mount WC for toilets.

*All horizontal and vertical service ducts should be easily accessible

5.6 VERTICAL TRANSPORTATION SERVICES (LIFT)

System Requirements

The elevators must be equipped with a backup power system in case of power outages. The elevator must be a machine room-less type in order to maintain the given building height. Contractor is required to submit a proposal for the above mentioned system during the concept stage and the drawings needed for the said systems needs to be submitted during the shop drawings submission.

The vertical transportation system (Lifts) is to facilitate the movement of tenants and other personnel in the building, the following must be provided: -

- a) Passenger Lifts for (machine room-less)
- b) Fire Lift/ services lift (machine room-less)

The number of lifts can be proposed by the contractor along with a lift traffic analysis report.

Lifts

The Lift will have the following basic function: -

1. Passenger Lift - To transport people from Ground Floor to the top floor.
2. Fireman/ services Lift – to use for services & maintenance purpose only

6.0 ELECTRICAL SERVICES REQUIREMENTS

6.1 INTRODUCTION

This section covers basic requirements of Mechanical & Electrical Services. Generally, the works for Mechanical and Electrical services must include, but not limited to, the following: -

- a. Cabling from the nearest STELCO transformer
- b. Air-Conditioning & Mechanical Ventilation Services;
- c. Fire Protection Services;
- d. Cold Plumbing Services;
- e. Sanitary Plumbing Services;
- f. Vertical Transportation Services (Lift Services);
- g. Electrical Low Voltage Services;
- h. Communication Services comprising of: -
 1. Telephone & Internet Connection
 2. Internal Network cabling
 3. Card Access System
 4. Lift Access System
 5. CCTV System

All relevant works must comply with the requirements of local and statutory authorities having jurisdiction over

part/s of the works including but not limited to:

- a) Ministry of Environment and Energy
- b) Maldives National Defense Force (MNDF) – Fire Protection Authority
- c) HDC
- d) Male' Water & Sewerage Company Pvt Ltd (MWSC) – Water and Sanitation Authority
- e) State Electric Company Ltd (STELCO)
- f) Relevant Telecom and Internet Service Provider

Contractor is required to submit a proposal for the above mentioned systems during the concept stage and the drawings needed for the said systems needs to be submitted during the shop drawings submission.

It is recommended that consultation be done at concept level with services providers of electricity, plumbing, sewerage, telecommunication and cable TV, as to how these could be economically and sustainably incorporated to the development.

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

Dedicated utility space at either ground or first floor level should be provided for the provision and/or installation of relevant services as required

6.2 ELECTRICAL SERVICES

Regulations, Standards, and code

The following standards, codes of practice and regulations and any other subsequent revision or amendment must apply for all electrical works carried out in this contract.

- a) Maldives National Building Code
- b) Ministry of Environment & Energy / Maldives Energy Authority
- c) State Electric Company Ltd (STELCO)
- d) The relevant British Standard Specification (BS)
- e) The British Standard Electrical Code of Practice.
- f) Local Fire Protection Authority (MNDF)
- g) National Fire Protection Association. (NFPA)
- h) Maldives Civil Aviation Authority (CAA)
- i) The requirement of Telecom and Communication Authority
- j) Latest edition of ASHRAE standards
- k) CIBSE guidelines
- l) Institute of Electrical Engineers (IEE)

DESIGN REQUIREMENTS

- The electrical requirement shall be based on the load calculation where the power supply to be connected to the mains grid. Incoming supply shall be confirmed from local Energy and Power Authority.
- Ensure all electrical conduits are concealed (surface mounted conduits will not be permitted).
- Ensure electrical rooms are independent from all other spaces. Locate electrical rooms in one area, adjacent to other service rooms and preferably accessible by a service corridor.
- Ensure that adequate ventilation is provided in panel room and switchgear rooms to prevent overheating and equipment failure.
- LEDs and control gear must be provided for general and functional lighting. Architectural, interior decorative and landscape lighting must be based on proposal by respective specialist lighting consultants.
- External lighting fixtures must also be LEDs. The mounting column and fixture type must match the existing installation in the vicinity for aesthetic purpose and subject to the Architect/Landscape Architect selection.
- Separate electrical meters shall be installed for lifts, roof top and all common area services including common lighting shall be connected to separate meter as well as each individual unit.
- Provide electrical power sockets for common areas and roof top for maintenance purpose
- All outdoor/wet area power sockets, switches and lights should be weather proof
- Emergency lights for all common areas, services rooms and escape routes must be provided
- Surge protector (type 2) for all ICT equipment's must be provided

System Requirement

Fire rated cables will be used for essential service power according to local Fire Protection Authority's requirement. Lighting and power system will be allocated using essential and non-essential system. As for the Main switchboard, it must be designed to accommodate the different load category.

Current local Energy and Power Authority practice and IEE Wiring Regulations must be strictly complied with.

The emergency lighting system must consist of self-contained emergency luminaries, which must independently detect loss of normal supply and automatically switch on the integral D.C. battery supply. The lighting system must be designed by alternating circuits, grouping of lighting switches to meet the functional requirements of end users. All external lights shall be controlled by digital timer with provision of manual control switches.

All stairways, corridors, equipment room and areas required by regulations must be adequately provided with exit and emergency lighting. The exit and emergency lighting must be installed to the requirements of local Fire Protection Authority.

All the necessary safety and protection devices must be installed to meet Local Authority's requirement.

An emergency access way must be illuminated at all times from the essential supply to meet Local By-Laws. Emergency exits must have Exit Lights fitted for safe evacuation during emergencies. To meet local MNDFs requirement, self-contained emergency lights must also be provided to escape staircases.

Earth leakage protection and miniature circuit breakers must be installed to ensure that maximum safety and convenience of maintenance is afforded to each DB's. For the overall safety of the installation, efficient electrical earthing and lightning protection systems must be installed.

Lighting

The illumination levels must be generally in accordance with the IES Code of Practice, CIBSE Code for Interior Lighting and Lighting Guide 3 (LG3) and current practices. The lighting system must be designed by arrangements of alternating circuits and selective grouping of light switching to achieve multi levels of illuminance. LED lights should be used for artificial lighting and other energy saving methods such as maximum daylight utilization at day time should be integrated into lighting design.

Self-contained Emergency Lighting

Self-contained emergency lighting of 3 hours' duration must be designed to local Fire Protection Authority's requirement.

Exit Sign

These self-contained types Exit Sign with standby batteries and automatic charging facilities must be provided.

Earthing System

Earthing system must be installed in accordance with the requirement of BS Code of Practice CP 1301, IEE Wiring Regulation (17th Edition) and Rules and Regulations of local Energy and Power Authority. The earthing system must comprise of neutral point earthing, copper tape interconnections and earth electrodes. Separate power system must have a common earth connection. Each of the systems below should have its own dedicated earthing system meeting their respective earthing requirements: -

1. Electrical system
2. Equipment frame
3. Telecommunication system
4. Lightning protection system

The Telecom's system should be isolated from the integral system as far as possible to avoid the transfer of potential to Service Provider's electronic equipment and the telecommunication system.

Lightning Protection System

To ensure safety to the building and its occupants if lightning happens to hit it directly, a lightning protection must be proposed in accordance to British standard

This proposal must be submitted during the concept stage and drawings must be submitted with the detail design submissions.

6.3 COMMUNICATION SERVICES

Assumptions / Design Criteria

- Internal communication backbone cabling must be of fiber optics.
- CCTV system must be using Dome/Bullet IP Camera capable to record HD Video and Audio

System Description

CCTV System

The CCTV system must be designed to provide 24 hours' video recording facility at Security Control Room for individual camera installed in the building. Cameras must be provided at entrance guard house and entrance lobby point, which will be connected to a recorder and TV monitor. The CCTV system must be able to capture surrounding area, perimeter, entrance lift lobby, car parks. All activities within the premises & perimeter surrounding to keep track and recorded for playback if necessary.

6.0 SUBMISSION (DELIVERABLES AND PROCEDURE)

6.1 CONCEPT DESIGN STAGE

Initial concept design should be submitted at the first tendering stage and approved by HDC before proceeding to the second stage.

Concept drawings should focus on how it is integrated to the surrounding and its site and all floor plans should indicate the specific floor areas and the gross floor area, GFA. (Classrooms, administration offices, labs, etc.)

Concept design will include the following drawings;

- Concept brief
- Location plan
- Site plan showing the surrounding context
- Circulation Layout
- Floor plans
- Conceptual sections and elevations
- Massing models/ 3D perspective images of interior & exterior
- Important and Relevant Details
- Proposed material schedule and mood board
- Proposed services systems
- Proposed structural system

Note: Format of submission should include but not limited to a PowerPoint presentation of the concept submission. A compiled PDF including the presentation, drawings, and the services, structural and material proposal document should be submitted in a CD with the proposal submission.

6.2 DETAILED DESIGN STAGE

Detailed design will be submitted by the winning party as follows:

- Architectural drawings (by a locally registered professional architect) of all plans, elevations and major sections. (Refer to local planning guidelines)
- Material schedule and Specifications
- Finishing standards
- Structural drawings, calculations, basis of calculation, method brief (stamped and signed by a locally registered professional engineer)
- Important and relevant details
- 3D rendered visuals and 2 to 3-minute walk through video
- All Services drawings
- Any other drawings or documents required for local authority approval, including but not limited to Fire Drawings and Panel board drawings.
- 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.

Note: All drawings shall be checked and commented by HDC and shall be amended if required

During the proposal submission stage all parties are to submit the complete conceptual drawings as mentioned in **6.1 Conceptual submission**. After deliberations from HDC referring to the design criteria (attached herewith) a winning party will be chosen.

Thereafter, the winning party is to submit the complete detailed drawings as mentioned in **6.2 Detail design submission**. The time of completion of detailed design for this project is maximum **60 days**. The Contractor is required to submit and approve a work schedule indicating the important milestones of Design Stage considering the review period (Feedback period) within a week of signing the contract.

With the submission of Required documents, the Employer would provide the necessary feedback. In giving feedbacks we would check whether it fits the design guidelines, function, aesthetics, materials, façade etc. and a two-way dialogue attain satisfactory level of work.

Annex 05

Bid Security Form

WHEREAS, *(name of Proponent)* (hereinafter called “the Proponent”) has submitted their bid dated *(date of submission of bid)* to Development and Operation of a Café Court on a long term lease basis in *(Lot Number)* (in Lot 11617 (N2-26)), Hulhumalé (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We *(name of bank)* having our registered office at *(address of bank)* (hereinafter called “the Bank”) are bound unto the Housing Development Corporation Ltd of the Republic of Maldives, registration number C-793/2008 (hereinafter called “the Plot Owner”) in the sum of *MVR/USD* *(Maldivian Rufiyaa or US Dollar)* for which payment well and truly to be made to the said Unit Owner, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this Day of 2020.

THE CONDITIONS of this obligation are:

1. If the Proponent

(a) Withdraws its Bid during the period of bid validity

2. If the Proponent, having been notified of the acceptance of its Bid by the Housing Development Corporation Ltd during the period of bid validity:

(a) Refuses to accept the award;

(b) Fails or refuses to pay Acquisition Fee; or

(c) Fails to submit the Performance Guarantee; or

(d) Fails to execute the term and conditions of Development and Lease Agreement; or

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

This Guarantee will remain in force up to and including the date (date) 180 days from (date of bid submission) after the deadline for submission of this Guarantee or as it may be extended by the Plot Owner, notice of which extension(s) shall be given to the Bank. Any demand in respect of this Guarantee shall reach the Bank not later than the above date.

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

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

(Seal and signature of the bank / financial institution)

Note: The bid security should be of MVR/USD (Maldivian Rufiyaa or US Dollar) should remain in force for 180 days from date of bid submission.

Annex 06

LETTER OF PRICE PROPOSAL

Date: _____

Proposal Reference No: _____

To: Housing Development Corporation Ltd.
HDC Building, Third Floor
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 3.5.
- (d) We have no litigation history and non-performance of a contract in accordance with ITP 3.6 and ITP 3.7.
- (e) We, (insert *company name and company registry number*), offer to operate (Type of business) in Hulhumalé.
- (f) We undertake, to pay the proposed rent for the 05 (Five) years, where proposal is accepted. The Proposed lease rent of our proposal is:

1st Year (per square foot per month): MVR L (*amount in numbers*)
(RufiyaaLaari.....) (*amount in words*)

2nd Year (per square foot per month): MVR L (*amount in numbers*)
(RufiyaaLaari.....) (*amount in words*)

3rd Year (per square foot per month): MVR L (*amount in numbers*)
(RufiyaaLaari.....) (*amount in words*)

4th Year (per square foot per month): MVR L (*amount in numbers*)
(RufiyaaLaari.....) (*amount in words*)

5th Year (per square foot per month): MVR L (*amount in numbers*)
(RufiyaaLaari.....) (*amount in words*)

NB: The rent should be proposed at the rate of per square foot per month. Rent proposed in any other format will be rejected at the time of the Proposal opening.

- (g) Our proposal shall be valid for a period of 180 (One Hundred and Eighty) 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.
- (h) 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
- (i) 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:

Annex 07

Proposal Checklist

Please attach this checklist outside the sealed envelope of the Proposal

| Proponent | For HDC use | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Information of the Proponents Authorized Representative |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Business Registration Certificate |
| <input type="checkbox"/> | <input type="checkbox"/> | If a Company; Board Resolution (As in Section IV 3 (e)) |
| <input type="checkbox"/> | <input type="checkbox"/> | Bid Security (As in Annex 05) |
| <input type="checkbox"/> | <input type="checkbox"/> | Letter of Price Proposal (As in Annex 06) |
| <input type="checkbox"/> | <input type="checkbox"/> | Checklist Attached Outside Sealed Proposal (As in Annex 07) |

Note:

- Any proposal without the specified documents as stated in the Annex 07 of RFP will be rejected at the time of proposal opening.