

BIDDING DOCUMENTS

FOR LEASE OF

Maamutaa in Gaafu Alifu Atoll;

Kerehdhoo in Gaafu Alifu Atoll;

Havodda in Gaafu Dhaalu Atoll ;

Kodaanahuttaa Gaafu Dhaalu Atoll and

Ismehelaa Hera & Boduheragandu in Seenu Atoll,

FOR RESORT DEVELOPMENT

**Ministry of Tourism, Arts and Culture
Republic of Maldives**

13rd February 2011

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SECTION I - INVITATION FOR BIDS (IFB)

Invitation for Bids

Date: 13 February 2011

IFB N^o: MOTAC/5-I-BID-01/2011

1. The Government of Maldives, represented by the Ministry of Tourism, Arts and Culture (“**the Ministry**”), hereby announces public tendering for the lease and development of Tourist Resort with on the following islands and plots of land:
 - a) Maamutaa in Gaafu Alifu Atoll
 - b) Kerehdhoo in Gaafu Alifu Atoll
 - c) Havodda in Gaafu Dhaalu Atoll
 - d) Kodaanahuttaa, Gaafu Dhaalu Atoll
 - e) Ismehelaa Hera & Boduheragandu in Seenu Atoll
2. The Ministry now invites sealed Bids from eligible Bidders for the lease and development of the Islands and Plots of Land as a Tourist Resort.
3. The islands and the plots of land will be leased for a period of 50 (fifty) years pursuant to section 8 of the Law on Tourism (Law No. 2/99).
4. Interested parties may obtain further information, inspect and purchase the Bidding Documents from **Monday, 14 February 2011** up to the **Wednesday, 16th March 2011**, between **09:00hrs to 12:00 and 13:00 to 15:00hrs**, at the following address:

Ministry of Tourism, Arts and Culture

5th Floor, Velaanaage

Ameer Ahmed Magu

Male', Republic of Maldives

Telephone: + (960) 332 3224, Facsimile: + (960) 332 2512

Email: finance@tourism.gov.mv

Website: <http://www.tourism.gov.mv>

5. Bidding Documents may be purchased on submission of an application form to the address in IFB Clause 4.
6. The application form can be collected from the Ministry or can be downloaded from the website of the Ministry (www.tourism.gov.mv). The price of a set of Bidding Documents for Maldivian individuals or companies/partnerships registered in the Republic of Maldives with 100% Maldivian ownership shall be **MRf 2,000** (Two Thousand Maldivian Rufiyaa). The price of a set of Bidding Documents for all others shall be **US\$ 300** (Three Hundred United States Dollars).
7. The application form shall be accompanied by:
 - a) A power of attorney in the format provided in the application form. (This shall not be applicable to individual bidders signing their application forms and their own bids).
 - b) Documentary evidence of person or legal entity. (Copy of national identity card or passport for individuals, copy of registration certificate for companies and partnerships).
 - c) Payment for the Bidding Documents as specified in Clause 6 of the IFB.
8. Upon payment for Bidding Documents, a receipt shall be issued which shall include the Bid Serial Number.
9. The Bidding Documents and the Bid Serial Numbers are non-transferable. Payment for the Bidding Document is non-refundable.
10. Each Bidder shall submit only one Bid for each island or plot of land.
11. A pre-bid meeting to provide information for interested parties shall be held at **1400 hrs on Sunday, 06th March 2011**. The venue for the meeting shall be announced at a later date.
12. Bids must be delivered before **1400 hrs on Thursday, 17th March 2011** to the address in IFB Clause 4 or any other venue that the Ministry may announce.
13. Bids will be opened in the presence of Bidders or their representatives who choose to attend the event at **1400 hrs on Thursday, 17th March 2011** at the office of the Ministry or at any other venue that the Ministry may announce.

14. The venue for the events pursuant to IFB Clause 11, 12 and 13 will be announced through the print and electronic media and posted on the website of the Ministry. No further notification of the time, date and/or the venue for the events will be issued by the Ministry.

SECTION II - INSTRUCTIONS TO BIDDERS (ITB)

Instructions to Bidders

A. INTRODUCTION

1. Background

2. The Government of Maldives, represented by the Ministry of Tourism, Arts and Culture (“**the Ministry**”), hereby announces public tendering for the lease and development of Tourist Resort with on the following islands and plots of land:

- a) Maamutaa in Gaafu Alifu Atoll
- b) Kerehdhoo in GaafuAlifu Atoll
- c) Havodda in Gaafu Dhaalu Atoll
- d) Kodaanahuttaa Gaafu Dhaalu Atoll
- e) Ismehelaa Hera & Boduheragandu in Seenu Atoll

3. Definitions

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

“**Amendment**” means amendments brought to the Bidding Documents in accordance with Clause 9 of the ITB.

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

“**Bid Closing Date**” means the last date on which a Bid will be accepted by the Government as specified in Clause 12 of the IFB.

“**Bid Closing Time**” means the deadline for submission of Bids on the Bid Closing Date as Specified in Clause 12 of the IFB.

“**Bid Opening Date**” means the date specified for opening of Bids in Clause 13 of the IFB.

“**Bid Opening Venue**” means the venue specified in Clause **Error! Reference source not found.** of the IFB or the venue announced in accordance with Clause 14 of the IFB.

“Bid Serial Number” means the serial number issued by the Ministry pursuant to Clause 8 of the IFB

“Bid Validity Period” means the Bid validity period defined in Clause 14 of the ITB.

“Bid” means all the documents specified in Clause 11 of the ITB submitted prior to the Bid Closing Time on Bid Closing Date.

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

“Bidding Documents” means these bidding documents issued by the Ministry of Tourism, Arts and Culture pursuant to its invitation for Bids under reference IFB N^o: MOTAC/5-I-BID-01/2011 dated 13th February 2011 and more fully described in Clause 7 of the ITB.

“Detailed Evaluation” means the evaluation of Bids pursuant to Clause 23 of the ITB.

“Health Insurance” for the purposes of this Bid shall be health insurance coverage with a minimum annual coverage of MRf 100,000 (Maldivian Rufiya One Hundred Thousand) per staff obtained from a registered insurance agency in the Maldives or an internationally recognized agency that is acceptable to the Government of Maldives.

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

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

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

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

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

“Lease Agreement” means the agreement that will be signed between the Successful Bidder and the Government for the Lease of the island which is the subject of this public tender

“Lease Rent” shall have the same meaning as defined in the Lease Agreement.

“Notification of Award” means the notification issued by the Ministry of Tourism, Arts and Culture to the Successful Bidder or the Second Highest Evaluated Bidder as the case may be.

“Resort” shall have the same meaning as defined in the Draft Lease Agreement found in Annex III.

“Second Highest Evaluated Bid” means the Bid scoring the second highest points pursuant to Clause 23 of the ITB from amongst the Substantially Responsive Bid.

“Second Highest Evaluated Bidder” means the Bidder who submits the Bid scoring the second highest points pursuant to Clause 23 from amongst the Substantially Responsive Bids.

“Substantially Responsive Bids” means a Bid that has been determined to be substantially responsive pursuant to Clause 22 of the ITB.

“Successful Bidder” means the Bidder who submits the Highest Evaluated Bid subject to Clause 23 of the ITB or the Bidder determined as the Successful Bidder pursuant to Clause 24.5.

“Third Highest Evaluated Bid” means the Bid scoring the third highest points pursuant to Clause 23 of the ITB from amongst the Substantially Responsive Bid.

“Third Highest Evaluated Bidder” means the Bidder who submits the Bid scoring the third highest points pursuant to Clause 23 from amongst the Substantially Responsive Bids.

4. General Conditions of Lease

- 4.1. Lease Rent for the Island will be fixed in accordance with the Clause 7 of the Maldives Tourism Act (Law No. 2/99) and relevant regulations made thereunder.
- 4.2. All Bidders are encouraged to inspect the Islands and the Plots of land and verify that the Island or plot of land is suitable for the purpose for which the Island or plot of land is tendered. Submission of a Bid for the lease of an island or a plot of land shall be deemed as acceptance on the part of the Bidder that the island or the plot of land is suitable for the purpose for which the island or the plot of land is tendered.

- 4.3. It shall be the responsibility of the Bidder to check the suitability and the appropriateness of the island or a plot of land for the purpose for which the island or a plot of land is tendered. The Government shall not be liable for any claim by a bidder on the grounds that the island or a plot of land is not suitable or appropriate for tourism development on any grounds.
- 4.4. Bidders may either choose to pay a Lease Acquisition Cost or choose to develop a domestic airport at one of the following locations and lease the island or plot of land.:
- a) Farukolhu in Shaviyani Atoll
 - b) Kudahuvadhoon in Dhaalu Atoll
 - c) Thimarafushi in Thaa Atoll
 - d) Raavehreehaa in Gaafu Alifu Atoll
 - e) Maavaarulu in Gaafu Dhaalu Atoll
- 4.5. Bidders proposing to develop domestic airport shall develop and complete the airport within a period of 24 months from the date of signing the lease agreement.
- 4.6. A separate agreement to develop the domestic airport has to be signed between the Ministry of Transport and Communication and the Successful Bidder who is a bidder proposing to develop a domestic airport.
- 4.7. Bidders proposing to pay a Lease Acquisition Cost shall propose an amount to be paid as the Lease Acquisition Cost, which shall not be less than US\$ 4,000,000.00 (United States Dollars Four Million).
- 4.8. For the avoidance of any doubt, it is understood and agreed by the Bidder that any payment made as Lease Acquisition Cost shall not be refundable by the Government nor shall it be deductible from Lease Rent or any other dues to the Government in the event the Lessee fails to perform its obligations under this Agreement or otherwise.
- 4.9. Where a Bidder has proposed to pay a Lease Acquisition Cost to lease an island or plot of land and where another Bidder has proposed to develop a domestic airport and lease the same island or plot of land, first priority will be given to the Bidder proposing to pay a Lease Acquisition Cost.

- 4.10. The Winning Bidder shall be determined based on the proposed amount to be paid as Lease Acquisition Cost as specified in these Bidding Documents and where no Bidder has proposed to pay a Lease Acquisition Cost, the Winning Bidder shall be the Bidder who proposed to develop a domestic airport.
- 4.11. In the event two or more bidders propose to develop a domestic airport and propose to lease the same island or a plot of land, and where no other bidder has proposed to pay Lease Acquisition Cost for the lease of the same island or plot of land the Winning Bidder for the Island or plot of land shall be determined by the Ministry through negotiation with such Bidders.
- 4.12. A Winning Bidder, proposing to develop a domestic airport wishes to operate the airport, shall pay an annual fee of **US\$ 24,000.00 (United States Dollars Twenty Four Thousands)** to the Government.
- 4.13. In the event the Winning Bidder who has proposed to develop a domestic airport, fails to develop the airport in accordance with the agreement and the specification provided in Schedule... hereinafter, the agreement for the lease of the Island or plot of land to develop the Resort shall be terminated. Furthermore, license to operate the Resort shall be granted only upon completion of the construction of the airport..
- 4.14. The period of lease shall be 50 (fifty) years from the date of signing the lease Agreement.
- 4.15. The number of tourist beds that can be developed on the island or plot of land shall be determined subject to the relevant and applicable laws, regulations and policies of the Ministry.
- 4.16. Lease Rent shall be payable commencing from 18 months from the date of signing of agreement. Lease Rent shall be paid quarterly in advance as specified in the applicable regulations.
- 4.17. The Successful Bidder will be given 36 months from the date of signing the Lease Agreement for the completion of the development and construction of the Resort.
- 4.18. The Successful Bidder shall be required to provide Basic Health Insurance to all staff on the Resort as specified in Clause 31.

5. Eligible Bidders

- 5.1. This Invitation for Bids is open to individuals, partnerships and companies, local and foreign. Individuals submitting Bids shall be at least 18 (eighteen) years of age on the Bid Opening Date.
- 5.2. Bidders, in the preparation of their Bids, shall not be associated with an employee of the Ministry. All Bidders shall complete the non-association clause in the Bid Form.

6. Cost of Bidding

- 6.1. The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Government of Maldives will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. However, upon submission of the Bid to the Ministry, the Bid will become the absolute property of the Government, and the Bidder will not have any right whatsoever to claim back any of the documentation or material comprising the Bid.
- 6.2. The Bidding Documents and/or the Bid Serial Number cannot be transferred to another party under any circumstances whatsoever.

B. THE BIDDING DOCUMENTS

7. Composition of the Bidding Documents

- 7.1. The contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
 - a) Application Form to be submitted pursuant to Clause **Error! Reference source not found.** of the IFB
 - b) Instructions to Bidders (ITB)
 - i. Bid Forms: (Annex I Sample Form 1 and 2)
 - ii. Bid Security Form: (Annex I Sample Form 3)

iii. Documentary evidence of person or legal entity: (Annex 1 Sample Form 4)

iv. Draft Lease Agreement: (Annex II)

v. Site plan (Annex III)

vi. Specification of domestic airport (Annex IV)

c) Any Amendments issued by the Ministry in accordance with the Bidding Documents.

7.2. The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required or to submit a Bid which is not complete in every respect may result in the Bid being determined non-responsive and disqualified.

8. Clarification of Bidding Documents

8.1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Ministry in writing at the address indicated in IFB Clause 4. All requests and clarifications issued by the Ministry shall be in writing. All requests for clarifications shall include the Bid Serial Number.

8.2. Prospective Bidders shall submit requests for clarification at least 3 (three) working days prior to Bid Closing Date.

8.3. All clarifications shall be sought and/or provided only as specified in Clause 8 of the ITB. The Ministry shall not be responsible for any clarifications sought and/or provided in any other manner of whatsoever nature.

9. Amendments to Bidding Documents

9.1. At any time prior to the deadline for submission of Bids, the Ministry, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder may modify the Bidding documents through amendment(s).

9.2. All or any Amendments made to the Bidding documents pursuant to Clause 9.1 of the ITB shall be posted on the website of the Ministry (www.tourism.gov.mv) prior to the deadline for Bid submission.

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

C. PREPARATION OF BIDS

10. Language of Bid

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

11. Documents Comprising the Bid

- 11.1. The Bid prepared by the Bidder shall comprise solely of the following documentation and shall be submitted before the Bid Closing Time on the Bid Closing Date to the Bid Opening Venue:
- a) Completed Bid Form in accordance with Form 1 or Form 2 in Annex I.
 - b) Bank Guarantee (Bid Security) furnished in accordance with Form 3 in Annex I.
 - c) Documentary evidence of person or legal entity in accordance with Form 4 in Annex 1.
 - d) Documentary evidence (Power of Attorney and Board Resolutions in case of companies) stating that the person signing the Bid has been duly authorized to bind the Bidder. (This shall not be applicable to individual Bidders signing their own Bids).
- 11.2. The Bidder shall complete and submit all the documents in ITB Clause 11.1. Any deviation from the requirements on submitting the above documents may result in the Bid being disqualified.

12. Bid Currency

12.1. Bid currency is the United States Dollar.

13. Bid Security

13.1. The Bidder shall submit a Bank Guarantee as Bid Security amounting to US\$ 50,000 (United States Dollars Fifty Thousand), issued by a reputable financial institution acceptable to the Ministry, in accordance with Form 2 in Annex I of the Bidding documents, and valid for 60 (sixty) calendar days beyond the Bid Opening Date.

13.2. Any Bid not accompanied by a Bank Guarantee as Bid security in accordance with Clause 13.1 will be determined non-responsive and disqualified by the Ministry.

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

13.4. Bank Guarantee (Bid Security) of unsuccessful Bidders', excluding the Second Highest Evaluated Bidder shall be discharged or returned within 30 (thirty) calendar days from the date of Notification of Award by the Ministry to the Successful Bidder.

13.5. The Bank Guarantee (Bid Security) of the Second Highest Evaluated Bidder shall be discharged or returned upon the Successful Bidder signing the Lease Agreement.

13.6. The Government may forfeit the Bank Guarantee (Bid Security) if the Bidder:

- a) Withdraws its Bid during the Bid Validity Period; or
- b) Does not accept Amendments made to or correction of errors in the Bidding Documents in accordance with Clause 9 of the ITB; or
- c) If the Bidder, having been issued with Notification Award by the Ministry during the Bid Validity Period:
 - i. refuses to accept the award; or
 - ii. fails to fulfill the requirements pursuant to Clause 29 of the ITB; or
 - iii. fails to sign the Lease Agreement in accordance with Clause 30 of the ITB.

13.7. The Successful Bidder's Bank Guarantee (Bid security) will be discharged upon the Bidder signing the Lease Agreement as prescribed in ITB Clause 30.

14. Period of Validity of Bids

14.1. Bids shall remain valid for a period of 90 (ninety) calendar days after the Bid Opening Date.

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

15. Format and Signing of the Bid

15.1. The Bidder shall bind all pages of the Bid in one volume.

15.2. The Bid shall be typed or written legibly in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Bid. All pages of the Bid, except for un-amended printed literature, shall contain the Bid Serial Number, and shall be initialed by the person signing the Bid.

15.3. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Bid.

16. Sealing and Marking of Bids

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

16.2. The envelope shall:

a) Be addressed to the Ministry at the address given in IFB Clause4.

b) Bear the name "Bid for the lease of The Island", and the statement; "DO NOT OPEN BEFORE [time], [date]" to be completed with the Bid Closing Time and the Bid Closing Date.

- c) The envelope shall also indicate the name, address and the Bid Serial Number of the Bidder. The Bid Serial Number shall be placed at the top right hand corner of the envelope.

16.3. If the envelope is not sealed and marked as required by ITB Clause 16, the Ministry will assume no responsibility for the Bid's misplacement or premature opening.

D. SUBMISSION OF BIDS

17. Deadline for Submission of Bids

17.1. Bids must be received by the Ministry at the address specified under IFB Clause 4 or at any other venue that the Ministry may announce, and no later than the Bid Closing Time on the Bid Closing Date.

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

18. Late Bids

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

19. Modification and Withdrawal of Bids

19.1. The Bidder may modify or withdraw the Bid after the Bid's submission provided that written notice of the modification, including substitution or withdrawal of the Bid, is received by the Ministry prior to the Bid Closing Time on the Bid Closing Date.

19.2. The Bidders' modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with ITB Clause 15 and 16.

19.3. No Bid shall be modified or withdrawn after the Bid Closing Time on the Bid Closing Date.

E. OPENING AND EVALUATION OF BIDS

20. Opening of Bids by the Ministry

- 20.1. The Ministry shall open all Bids in the presence of Bidders or their representatives, who choose to attend the event, at the Bid Closing Time on the Bid Closing Date. The Bidders or their representatives who are present shall sign a register evidencing their attendance.
- 20.2. The Bidders' names, Bid modifications or withdrawals, and such other details as the Ministry, at its discretion, may consider appropriate, will be announced and or displayed at the Bid opening.
- 20.3. No Bid shall be rejected at Bid opening, except for Late Bids, which shall not be accepted by the Ministry or in any case be returned unopened to the Bidder pursuant to ITB Clause 18.1.

21. Clarification of Bids

- 21.1. During evaluation of the Bids, the Ministry may, at its discretion, ask a Bidder for a clarification. The request for clarification and the response shall be in writing, and no change in any financial aspects of the Bid shall be sought, offered or permitted.

22. Preliminary Examination

- 22.1. The Ministry will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether the required documents have been furnished, whether the documents have been properly signed, and the Bids are generally in order.
- 22.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit value and the total value that is obtained by multiplying the unit value and the variable, the unit value shall prevail and the total value shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 22.3. The Government may waive any minor informality, nonconformity or irregularity in a Bid, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

22.4. Prior to the detailed evaluation, pursuant to ITB Clause 23, the Ministry will determine Substantially Responsive Bids in accordance with the Bidding Documents. For purposes of these Clauses, a Substantially Responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents.

23. Evaluation and Comparison of Bids

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

23.2. The evaluation of a Bid will exclude and not take into account any additional documentation or information other than those specifically requested in the Bidding Documents.

23.3. Bids will be evaluated based on the proposed amount to be paid as Lease Acquisition Cost (100 points)

- a) Points will be given for the amount proposed to be paid as Lease Acquisition Cost.
- b) The Bidder proposing the highest total amount as Lease Acquisition Cost shall be given 100 points. Points for other Bidders proposing Lease Acquisition Cost shall be prorated accordingly.
- c) The amount paid as Lease Acquisition Cost shall not be refundable nor shall it be deductible from any payments to be made by the Successful Bidder to the Government.

24. Determining the Highest Evaluated Bid

24.1. The Bid scoring the highest points subject to ITB Clauses 22 and 23 and shall be determined as the Highest Evaluated Bid.

24.2. Subject to Clause 23 of the ITB, if more than one Bidder has scored the highest points, the Bidders whose scores are tied shall be allowed to submit a second proposal in the form provided in the Bid Form in Annex I. The total amount proposed by a Bidder in the second submission shall not be less than the total amount proposed in the Bidders initial proposal. The Bidder who then proposes to pay the higher amount as Lease Acquisition Cost shall be determined to be the successful Bidder.

24.3. Bidders whose scores are tied as specified in Clause 24.2 of the ITB shall be given three working days to submit a second proposal. Submission of proposals pursuant to this Clause shall be subject to the terms and conditions of these Bidding Documents. A time and venue

for the submission pursuant to this Clause shall be determined by the Ministry and informed to the relevant Bidders 48 (forty eight) hours prior to the deadline for the second submission.

24.4. Where a Bidder has proposed to develop a domestic airport and proposed to lease an island or a plot of land, and where other bidders has proposed to pay Lease Acquisition Cost for the lease of the same island or plot of land the Bidder proposing to pay Lease Acqiusition Cost and lease an island or a plot of land shall be determined as the Successful Bidder for that island or plot of land.

24.5. Where a Bidder has proposed to develop a domestic airport and proposed to lease an island or a plot of land, and where no other bidder has proposed to pay Lease Acquisition Cost for the lease of the same island or plot of land and or where no other Bidder has proposed to develop the same domestic airport, the Bidder proposing to develop a domestic airport and lease an island or a plot of land shall be determined as the Successful Bidder for that island or plot of land.

24.6. Where two or more Bidders have proposed to develop a domestic airport and proposed to lease the same island or a plot of land, and where no other bidder has proposed to pay Lease Acquisition Cost for the lease of the same island or plot of land the Successful Bidder for the Island or plot of land shall be determined by the Ministry through negotiation with such Bidders.

F. AWARD OF CONTRACT

25. Award Criteria

25.1. The Government will choose as theSuccessful Bidder, the Bidder whose Bid has been determined to be the Highest Evaluated Bid from amongst the Substantially Responsive Bids.

26. Government's Right to Annul the Bidding Process

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

26.2. No claim, demand, action or legal proceedings shall lie against the Ministry in respect of its action(s) or decision(s) under Clause 26.1 of the ITB or the rejection of any Bid by the Ministry in accordance with the Bidding Documents.

27. Notification of Award

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

27.2. Prior to the expiration of the Bid Validity Period, the Government will notify the Successful Bidder in writing, that the Bid has been accepted.

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

27.4. Where the Notification of Award is terminated in accordance with Clause 27.3 of the ITB, the Ministry shall issue Notification of Award to the Second Highest Evaluated Bidder.

27.5. Any Notification of Award to the Second Highest Evaluated Bidder, shall be subject to the terms and conditions as that of the Notification of Award to the Highest Evaluated Bidder and subject to the terms and conditions of these Bidding Documents.

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

27.7. Where the Notification of Award is terminated in accordance with Clause 27.6 of the ITB, the Ministry shall issue Notification of Award to the Third Highest Evaluated Bidder.

27.8. Any Notification of Award to the Third Highest Evaluated Bidder, shall be subject to the terms and conditions as that of the Notification of Award to the Highest Evaluated Bidder and subject to the terms and conditions of these Bidding Documents.

- 27.9. In the event the Third Highest Evaluated Bidder fails to or is unable to fulfill the conditions contained in the Notification Award or declines to accept the Notification of Award, the Notification of Award issued to the Third Highest Evaluated Bidder shall be deemed terminated.
- 27.10. Where the Notification of Award is terminated in accordance with Clause 26.9 of the ITB, the Ministry shall issue Notification of Award to the Fourth Highest Evaluated Bidder. Any Notification of Award to the Fourth Highest Evaluated Bidder shall be subject to the terms and conditions as that of the Notification of Award to the Highest Evaluated Bidder and subject to the terms and conditions of these Bidding Documents. In the event the Fourth Highest Evaluated Bidder fails to or is unable to fulfill the conditions contained in the Notification Award or declines to accept the Notification of Award, the Notification of Award issued to the Fourth Highest Evaluated Bidder shall be deemed terminated. This process will be continued until any further Highest Evaluated Bidder, who has been issued a Notification of Award, accepts such Notification of Award and fulfill the requirement stipulated in the Clause29.
- 27.11. In the event the final and or the last Highest EvaluatedBidder who has been issued a Notification of Award fails to or is unable to fulfill the conditions contained in the Notification Award or declines to accept the Notification of Award, the Ministry shall annul the Bidding process.
- 27.12. Any Bidder whose Bid has been rejected pursuant to any Clause of the ITB shall indemnify and hold the Ministry harmless from any and all claims, demands and/or action that may arise directly or indirectly from or in connection with the rejection of the Bid by the Government.

28. Contacting the Ministry

- 28.1. Subject to ITB Clause 21, no Bidder shall contact the Ministry or any of its employees on any matter relating to the Bid, from the Bid Closing Time to the time the Ministry issues Notification of Award to the Successful Bidder.
- 28.2. Any effort by a Bidder to influence the Ministry in its decisions on Bid evaluation, Bid comparison, or contract award may result in the rejection of the Bidder's Bid. Furthermore no claim, demand, action or legal proceedings shall lie against the Ministry in respect of its action(s) or decision(s) under this Clause.

29. Payment of Lease Acquisition Cost

- 29.1. Within 30(thirty) calendar days of receipt of Notification of Award by the Ministry and prior to signing of the Lease Agreement, the Successful Bidder shall pay the Ministry the amount proposed to be paid as Lease Acquisition Cost as specified in the Bidding Documents. Where the Second Highest Evaluated Bidder or the Third Highest Evaluated Bidder or the Fourth Highest Evaluated Bidder is issued with Notification of Award pursuant to ITB Clause 27.4 or 27.7, 27.10, 15 (Fifteen) calendar days shall be given to fulfill the requirement stipulate in this Clause. Where any further Highest Evaluated Bidder, is issued with Notification of Award pursuant to ITB Clause or 27.10, 7 (Seven) calendar days shall be given to fulfill the requirement stipulate in this Clause.
- 29.2. In the event the Bidder fails to sign the Lease Agreement in accordance with Clause 30 of the ITB or fails to perform its obligations under the Lease Agreement the payment made pursuant to ITB Clause 29.1 shall not be refundable.

30. Signing of Contract

- 30.1. At the same time as the Ministry notifies the successful Bidder that its Bid has been accepted, the Ministry will send the Bidder the Draft Lease Agreement provided in the Bidding Documents, incorporating all agreements between the parties, and effecting the necessary and appropriate changes to the Draft Lease Agreement.
- 30.2. The Successful Bidder shall sign the Lease Agreement within 7 (seven) calendar days of fulfilling the requirements of the Clauses 29.

31. Health Insurance

- 31.1. The Successful Bidder shall provide Health Insurance to all staff on the Resort.
- 31.2. The proposal to provide Basic Health Insurance to all staff during the Lease Period will become part of the Lease Agreement and the Bidder will be required to fulfill the requirements as per the terms and conditions of the Lease Agreement.

ANNEX I - SAMPLE FORMS

Form 1: Bid Form

Date: -----

IFB N^o: MOTAC/5-I-BID-01/2011

To: Ministry of Tourism, Arts and Culture, Republic of Maldives

Dear Sir/Madam,

Having examined the Bidding Documents including all addenda issued in connection with the Bidding Documents relating to the Invitation for Bids IFB N^o: MOTAC/5-I-BID-01/2011 the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to lease, develop and operate the Island of in Atoll as a Tourist Resort.

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

[Refer to Clause 4 of the ITB]

[amount in words and figures]

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

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

I/We undertake, if our Bid is accepted, to develop and operate a tourist resort on the Island of in Atoll in accordance with the relevant laws and regulations and pay the amount proposed as Lease Acquisition Cost in accordance with ITB Clause 29.

I/We agree to abide by this Bid for a period of 90 (ninety) calendar days from the Bid Opening Date under IFB Clause 13, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

I/We confirm that I/we have not in anyway been associated, in the preparation of this Bid, with an employee of the Ministry of Tourism, Arts and Culture, Republic of Maldives.

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

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

Date _____ 2011.

[name]
(Identity Card Number and Address
for individual Bidders;
or designation for legal entity)

[signature]

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

Form 2: Bid Form

Date: -----

IFB N^o: MOTAC/5-I-BID-01/2011

To: Ministry of Tourism, Arts and Culture, Republic of Maldives

Dear Sir/Madam,

Having examined the Bidding Documents including all addenda issued in connection with the Bidding Documents relating to the Invitation for Bids IFB N^o: MOTAC/5-I-BID-01/2011 , the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to lease, develop and operate the Island ofinAtoll as a tourist Resort.

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

I/We undertake if our Bid is accepted:

- a. to develop and operate a tourist resort on the Island of in Atoll in accordance with the relevant laws and regulations.
- b. to develop [*and operate*] a domestic airport on [*name of the Island and Atoll*] in accordance with the agreement, the specifications provided in Schedule IV of the Bidding Documents, and the relevant law and regulations.

I/We agree to abide by this Bid for a period of 90 (ninety) calendardays from the Bid Opening Date under IFB Clause 13, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

I/We confirm that I/we have not in anyway been associated, in the preparation of this Bid, with an employee of the Ministry of Tourism, Arts and Culture, Republic of Maldives.

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

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

Date _____ 2011.

[name]
(Identity Card Number and Address
for individual Bidders;
or designation for legal entity)

[signature]

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

Form 2: Bid Security Format

(Bank Guarantee)

Whereas *[name of Bidder]* (hereinafter called "the Bidder") has submitted its Bid (Serial Number) dated *[date of submission of Bid]* for lease and development of a Tourist Resort on the Island of in Atoll pursuant to the Invitation for Bids IFB N^o: MOTAC/5-I-BID-01/2011 dated 13th February 2011 (hereinafter called "the Bid");

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto the Government of Maldives represented by Ministry of Tourism, Arts and Culture (hereinafter called "the Ministry") in the sum of United States Dollars Fifty Thousand for which payment well and truly to be made to the said Ministry, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2011.

THE CONDITIONS of this obligation are:

A. If the Bidder:

- i. withdraws its Bid during the period of Bid validity specified in Clause 14 of the Instructions to Bidders in the Bidding Documents; or
- ii. does not accept amendments made to or correction of errors in the Bidding Documents in accordance with Clause 9 of the Instruction to Bidders in the Bidding Documents; or

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

- iii. refuses to accept the Award; or
- iv. fails to fulfill the requirements pursuant to Clause 29 of the Instructions to Bidders in the Bidding Documents; or
- v. fails to sign the Lease Agreement in accordance with Clause 30 of the Instructions to Bidders in the Bidding Documents.

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

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

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

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

[seal and signature of the bank/financial institution]

Form 3: Documentary Evidence of Person or Legal Entity

1. Name of Bidder:

[Indicate whether an individual, partnership, or company]

2. If the Bidder is an **individual**:

a. Present Address:

b. Permanent Address:

[Attach copy of passport or other such identification]

3. If the Bidder is a **Partnership**, state the following information in the format below:

Name of Partnership	Capital outlay	Name and address of the Partners	Occupation of the Partners	% of shares held by each Partner	Date of registration of the Partnership	Date of commencement of business

[Attach copy of partnership agreement, which has been duly registered with the concerned authorities]

4. If the Bidder is a **Private Limited Company**, state the following information in the format below:

Name of Company	Place and date of registration	Registration number	Registered address in full	Name and address of shareholders	Number of shares held by each shareholder	Name and address of directors with their designation	Name of Company Secretary	Nominal share capital of the Company	Issued and paid-up capital of the Company

[Attach copy of certificate of registration of company, articles and memorandum of association and share transfer registration forms (if applicable) which have been registered with the Registrar of Companies or other such authorities as the case may be, in the country of incorporation]

5. If the Bidder is a **Public Limited Company**, state the following information in the format below:

Name of Company	Place and date of registration	Registration number	Registered address in full	Name and Address of Directors with their designation	Name of Company Secretary	Nominal share capital of the Company	Issued and paid up capital of the Company

[Attach copy of certificate of registration of company, articles and memorandum of association and share transfer registration forms (if applicable) which have been registered with the Registrar of Companies or other such authorities as the case may be, in the country of incorporation]

ANNEX II - DRAFT LEASE AGREEMENT

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

BETWEEN

THE GOVERNMENT OF MALDIVES REPRESENTED BY THE
MINISTRY OF TOURISM, ARTS AND CULTURE

AND

.....

Signed under the Maldives Tourism Act, 2/99

INTRODUCTION

THIS AGREEMENT is made on theth day of 2011 under the Maldives Tourism Act (the “**Act**”) to leasein Atoll, for the development and operation of a Tourist Resort on the Island of in Atoll under the Act and to provide for the terms and conditions applicable to the lease, its continuance and termination and other relevant matters.

PARTIES

THIS AGREEMENT is made between:

The **Government of the Republic of Maldives** (hereinafter referred to as the “**Government**”) represented by the **Ministry of Tourism, Arts and Culture** (hereinafter referred to as the “**Lessor**”) on the one part;

And

..... a company duly registered and existing under the laws and regulations of the Maldives (“the **Maldives Law**”) and having its registered office at [_____] **OR**[_____] a citizen bearing current National Identity Card Number [_____] and having permanent residence at [_____] (hereinafter referred to as “the **Lessee**” which expression includes heirs, successors-in-title and assigns) on the other part.

BACKGROUND

WHEREAS Island is state owned whose legal ownership is duly vested in the Government; and

WHEREAS the Government acting through the Lessor, has on the day of 2011 accepted subsequent to its invitation to Bid made on the day of 2011, a Bid (the “**Bid**”) submitted by the Lessee to lease the Island for the Lease Rent specified in this Agreement and subject to the terms and conditions of the Bid and those that are provided in this Agreement; and

WHEREAS the Act requires this Agreement to be concluded to provide for the terms and conditions under which the Island is leased to the Lessee;

The Parties to this agreement agree as follows:

1. Definitions

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

“Act” means the Maldives Tourism Act enacted by Law Number 2/99 on 16th May 1999 including any Regulations made under the Act and any amendments made to that Act or those Regulations.

“Commencement Date” means the date on which this Agreement is signed by the parties to this Agreement and on which date this Agreement is brought into binding effect between them.

“Commission Date” means the date on which the Ministry of Tourism, Arts and Culture as the Competent Authority gives permission for the commencement of the operation of the Resort for business.

“Compensation” means the compensation payable under and the manner of its calculation specified in section 7 of the Maldives Tourism Act in respect of Resorts that are returned to the Government in the manner provided in that section.

“Competent Authorities” refers to Ministries, Departments, Offices, Agencies, Courts or Quasi Judicial Bodies or other Authorities of the Government of the Maldives having jurisdiction over the matter in question.

“Government” means the Government of the Republic of Maldives duly constituted under the Constitution of the Republic of Maldives and includes all its representative authorities, agencies and persons.

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

“Health Insurance” for the purposes of this Agreement shall be health insurance coverage with a minimum annual coverage of MRf 100,000 (Maldivian Ruffiya One Hundred Thousand) per staff obtained from a registered insurance agency in the Maldives or an internationally recognized agency that is acceptable to the Government of Maldives.

“Island” means the island known as, in Atoll in the Republic of Maldives and which includes the dry land and surrounding lagoon as demarcated in accordance with relevant applicable regulations.

“Just Compensation” means the compensation payable under and the manner of its calculation specified in section 14 of the Maldives Tourism Act in respect of Resorts that are returned to the Government in the manner provided in that section.

“Lease Rent” means the annual lease rent payable to the Lessor by virtue of Clause 11 of this Agreement.

“Local Staff” means employees who are nationals of the Republic of Maldives

“Maldives Law” means all the Laws and Regulations and Government Practices having the force of law in the Maldives and enforced or ought to be enforced as such in the Courts of Law in the Maldives. It shall also include all amendments or replacements made to Laws and Regulations.

“This Agreement” means this Lease Agreement, including its Schedules.

“Year” means each successive period of 12 (twelve) calendar months commencing from the date of signing this Agreement.

2. Agreement

- i. In consideration of payment by the Lessee of the Lease Rent specified in this Agreement and fulfillment by the Lessee of all the terms and conditions contained in this Agreement to be observed and performed on its part, the Lessor hereby leases to the Lessee the Island for a period of 50(fifty) years effective as of the Commencement Date for the purpose of developing, operating and managing a tourist Resort on the Island during that period.
- ii. The number of tourist beds that can be developed on the island shall be determined subject to the relevant and applicable laws, regulations and policies of the Ministry.
- iii. The Lessee hereby declare that it has checked or otherwise verified the suitability of the Island for the purpose for which the Islands were tendered.
- iv. The Lessee shall have vacant possession and quiet enjoyment of the Island during the period of this Agreement. The Lessee shall command total responsibility for the operation, management, control and maintenance of the Island during that period.
- v. There shall not be any interference with the guarantees provided in paragraphs (i) and (ii) of this Clause except as may be stipulated in this Agreement.
- vi. In case of any conflict or discrepancy between this Agreement and the Schedules to this Agreement pursuant to Clause 26, the express provisions of this Agreement shall prevail. In case of any conflict or discrepancy between any two parts of the same document, be it this Agreement or the Schedules, the spirit of this Agreement or that document whichever is applicable or reasonable to follow under the circumstances shall prevail.

3. Payment of Lease Acquisition Cost.

- i. Within 30 (thirty) calendar days of receipt of Notification of Award by the Ministry and prior to signing of the Lease Agreement, the Lessee shall have paid the amount proposed by the Lessee to be paid as Lease Acquisition Cost.
- ii. For the avoidance of any doubt, the Lessee hereby agrees that it is understood and agreed by the Bidder that any payment made as Lease Acquisition Cost shall not be refundable by the Government nor shall it be deductible from Lease Rent or any other dues to the Government in the event the Lessee fails to perform its obligations under this Agreement the payment made shall not be refundable.

4. Development Concept, Environmental Impact Assessment and Work Plan

- i. The Lessee shall, within 90 (ninety) calendar days from the Commencement Date Submit the Development Concept and the Work Plan for the development of a Resort on the Island.
- ii. Within 30 (thirty) calendar days from the date of approval of the Development Concept by the Ministry, the Lessee shall submit the Application for Environmental Impact Assessment Report (EIA Application) to the Ministry.
- iii. Within 30 (thirty) calendar days from the date of approval of the EIA Terms of Reference (TOR) the Lessee shall submit the Environmental Impact Assessment Report (EIA) for the development of the Resort on the Island.
- iv. The Government may require changes to be made to the Development Concept, the EIA and/or the Work Plan. If any changes need to be made to the Development Concept, the EIA and/or the Work Plan, the Bidder shall re-submit a revised Development Concept, EIA and/or the Work Plan within 21 (twenty one) calendar days of the notification to change. If major changes are required and deemed necessary to provide a time period beyond 21 (twenty one) days, the Lessor may do so and the Bidder will be required to submit changes before the deadline provided.

5. Detailed Drawings

- i. The Lessee shall, within 90 (ninety) calendar days of approval of the EIA, submit the following detailed drawings to the Lessor for its approval:
 - a) Site plan (hard copy and soft copy in AutoCAD format) showing the location of the Resorts and the adjacent sites, buildings and all building lines (scale not less than 1:1000).
 - b) architectural detailed drawing (scale not less than 1:200) with technical specifications:
 - i) site and layout plans showing the total site area, built up area, open area and percentage, building lines, sewer mains, electricity, water supply and drainage;
 - ii) floor plans with furniture and machinery layout;
 - iii) sections with finishes;
 - iv) roof plans;

- v) elevations; and
- vi) other architectural details such as handrails to describe the building
- c) structural detailed drawings (scale not less than 1:200) with technical specifications:
 - i) foundation details;
 - ii) roof details;
 - iii) flooring and supporting structural details;
 - iv) other structural details to describe the structure of the buildings; and
 - v) soil investigation report
- d) building services drawings with technical specifications;
 - i) electrical layouts;
 - ii) plumbing layouts; and
 - iii) other mechanical and information / communication network details
- e) details of power distribution including single line diagram of engine control and distribution panels and network;
- f) details of water supply and sewage systems including distribution network diagrams;
- g) details of fire safety and fire fighting systems;
- h) all detailed drawings/designs should adhere to existing statutory requirements and regulations such as, building, electrical, fire and public health regulations.

6. Construction of the Resort

- i. The Lessee shall construct and develop the Resort in accordance with the Development Concept submitted by the Lessee and approved by the Ministry found in the Sixth Schedule, approved detailed drawings and the Work Plan found in the Fifth Schedule within a maximum period of 36 (thirty six) months from the date of grant of approval by the Government for construction of the Resort. This period of 36 (thirty six) months shall be referred to as the Construction Period.
- ii. Where the Lessee fails to construct and develop the Resort within the Construction Period, the Lessor may at its own discretion exercise any one or more of the 2 (two) options:
 - a) impose liquidated damages;
 - b) terminate this Agreement.
- iii. The Lessor shall not exercise any of the options mentioned in paragraph (ii) of this Clause where there are reasonable grounds to believe that the Lessee failed to construct and develop the Resort within the Construction Period due to war, civil war, civil commotion, storm, tempest, flood, inevitable accident or other irresistible force or event beyond the Lessee's control and which the Lessee could not have prevented even with reasonable diligence.
- iv. If the Lessee is faced with a circumstance mentioned in paragraph (iii) of this Clause, the Lessee shall promptly notify the Lessor in writing of the existence of such event and its likely duration and its known cause(s). As soon as practicable thereafter, the Lessor shall evaluate

the circumstance and if it finds that the circumstance so warrants it, grant an extension to the Construction Period. Any such extension granted by the Lessor shall be deemed to be a modification of the relevant Clauses of this Agreement.

- v. Where liquidated damages are levied on the Lessee for failure to construct or develop the Resort in accordance with the Development Concept and the EIA found in the Sixth Schedule, the approved detailed drawings and/or the Work Plan found in the Fifth Schedule or within the Construction Period, those damages will be calculated in United States Dollars for each day of delay based upon the following formula:

National Average Occupancy of the relevant period of the previous year multiplied by the Bed Capacity multiplied by the Tourism Tax Rate

7. Inspection during Development

- i. The Lessor or its representative shall have the right to inspect the process of construction and development of the Resort and ascertain the work's conformity to Work Plan and the Development Concept found in the Fifth and Sixth Schedules respectively and the approved detailed drawings and the relevant Maldives Law.
- ii. In any such inspection, all reasonable facilities and assistance, including access to drawings and relevant data, shall be granted at no charge to the Lessor or its representative.
- iii. If the process of construction and development of the Resort fails to conform to the Work Plan and the Development Concept in the Fifth and Sixth Schedules respectively and the approved detailed drawings or the Maldives Law, the Lessee shall, at its own cost, make alterations necessary to ensure conformity with them. However the Construction Period will not be extended to accommodate time taken to complete those alterations.
- iv. The Lessor may conduct several inspections in respect of a single Resort, at different points of time falling within its Construction Period. Rights available to the Lessor under paragraphs (i), (ii) and (iii) of this Clause shall in no way be limited hindered or waived by reason of the fact that there has been any previous inspection or inspections in respect of the same Resort.

8. Alterations

- i. If the Lessee requests in writing, the Lessor may, at its discretion, approve alterations or amendments to any one or more of the documents submitted under Clause 5 of this Agreement or the facilities and services of the Resort as proposed in the Development Concept found in the Sixth Schedule. However all such alterations or amendments will be approved if they fall within the context and scope of this Agreement.

9. Commencement of Operation

- i. The Lessee shall commence operation of the Resort within the time period as specified in the Work Plan in the Fifth Schedule.
- ii. The maximum period allowed for completion of construction and commence operation of the Resort will be 36 (thirty six) months from the date of approval of the detailed drawings by the Government.
- iii. The Lessee shall not be granted license to operate the Resort prior to the completion of the development of the Domenstic Airport even though the development of the resort has been completed.

10. Inventory

- i. Within 30 (thirty) days from the date on which the operation of the Resort is commenced (the "Commission Date"), the Lessee shall furnish to the Lessor an inventory of all movable and immovable items forming part of or are directly associated with the operation and management of the Resort. The inventory shall be verified by the Lessor and countersigned by the Lessee and attached to this Agreement as the Fourth Schedule. This Schedule shall be adjusted from time to time during the currency of this Agreement to reflect any additions and/or omissions to the then current inventory of the Resort and all variations to the Schedule shall be verified by the Lessor and countersigned by the Lessee.

11. Annual Lease Rent

- i. The Lessee shall pay to the Lessor the Lease Rent as follows:
 - a) During the entire Lease period, computed from 18 (eighteen) months from the Commencement Date or from the Commission Date, whichever happens earlier, the Lease Rent, shall be paid in accordance with the Section 7 of the Law No. 2/99 and relevant regulations made thereinunder.
 - b) Subject to Clause 11 (i)(a), Lease rent shall be paid regardless of whether the Resort has commenced operation.
 - c) The Lease Rent shall be paid in quarterly installments in advance before the commencement of the quarter for which such payment is due.
 - d) If the Lease Rent or any installment or part of it is in arrears the Lessee shall pay liquidated damages. The damages will be determined at the rate of 0.5% of the amount outstanding in arrears, calculated on a daily basis, for each day of delay. The damages shall be paid in addition to the full payment of all amounts of the Lease Rent in arrears.

12. Undertakings of the Lessee

- i. the Lessee shall during the currency of this Agreement:
 - a) duly settle with the appropriate agencies, Government or private, all charges, rates and taxes levied in respect of the Resort;
 - b) maintain the Resort in good order, repair and condition, reasonable wear and tear excepted;
 - c) keep the Resort in a clean and sanitary state, free from noxious weeds and pests, and conform to relevant Maldives Law;
 - d) preserve the flora of the Resort;
 - e) endeavor to conserve and improve the environmental condition of the Resort and maintain the natural beauty of the Resort;
 - f) not cause any trees to be felled, destroyed or damaged except with written approval of Competent Authorities;
 - g) provide reasonable terms and conditions of employment to all its staff in accordance with relevant Maldives Law. The accommodation, benefits and amenities provided to staff shall not be at a standard lower than those provided for in this Agreement, the Development Concept and in the Maldives Law or regulations and standards decided by Competent Authorities.
 - h) not demolish, remove or alter any building, installation or structure specified in the Inventory without the approval of the Lessor.

13. Employment in the Resort

- i. The Lessee shall at all times provide reasonable terms and conditions of employment to all its staff in accordance with the laws and regulations relating to employment in the Republic of Maldives and according to commitments made by the Lessee in the Bid Form included in the Second Schedule. Facilities, benefits and amenities provided to such staff shall be at a standard not lower than that provided for in this Agreement, and in the relevant regulations made by the Lessor or any other Government body or bodies.

14. Insurance

- i. The Lessee shall, during the currency of this Agreement, insure and keep insured the Resort to their full reinstatement value. The reinstatement value shall include fees of architects and surveyors, Lease Rent for one year, cost of demolition and site clearance. The insurance shall cover for loss or damage by fire, storm, flood and other risks as may be notified by the Lessor. The insurance shall be obtained from an insurer acceptable to the Lessor.
- ii. The Lessee shall pay punctually all premiums and make any other payments necessary to maintain the Insurance Policy mentioned in paragraph (i) of this Clause, and shall not do anything which might invalidate the insurance. Upon being requested by the Lessor, the Lessee shall produce the policy of such insurance and receipt of the last premium paid.
- iii. All sums received from insurance shall be laid out and expended in rebuilding or repairing or otherwise reinstating the Resort or payment of the Lease Rent as the case may be.

15. Health Insurance

- i. The Lessee shall provide Health Insurance as specified in the ITB of the Bidding Documents to all staff employed at the Resort.

16. Redevelopment

- i. Where the Lessee is desirous of redevelopment of the Resort or any part of it after the Commission Date, such redevelopment shall be carried out with prior approval of the Lessor and in conformity with the plans approved in writing by the Lessor and other Competent Authorities. Furthermore the Lessee shall complete such redevelopment or reconstruction project carried on the Resort within the timeframe approved by the Lessor.
 - ii. Where the Lessee fails to complete the redevelopment of the Resort or part of it within the timeframe approved by the Lessor, the Lessor may at its own discretion exercise any one or more of the 2 (two) options:
 - c) impose liquidated damages;
 - d) terminate this Agreement.
 - iii. The Lessor shall not exercise any of the options mentioned in paragraph (vi) of this Clause where there are reasonable grounds to believe that the Lessee failed to complete the redevelopment of the Resort or part of it within the timeframe approved by the Lessor due to war, civil war, civil commotion, storm, tempest, flood, inevitable accident or other irresistible force or event beyond the Lessee's control and which the Lessee could not have prevented even with reasonable diligence.
 - iv. If the Lessee is faced with a circumstance mentioned in paragraph (vii) of this Clause, the Lessee shall promptly notify the Lessor in writing of the existence of such event and its likely duration and its known cause(s). As soon as practicable thereafter, the

Lessor shall evaluate the circumstance and if it finds that the circumstance so warrants it, grant an extension to the Construction Period. Any such extension granted by the Lessor shall be deemed to be a modification of the relevant Clauses of this Agreement.

- v. Where liquidated damages are levied on the Lessee for failure to complete the redevelopment of the Resort or part of it in accordance with the redevelopment concept and the EIA made thereinunder, the approved detailed drawings and/or the work plan or within the timeframe approved by the Lessor, those damages will be calculated in United States Dollars for each day of delay based upon the following formula:

National Average Occupancy of the relevant period of the previous year multiplied by the Bed Capacity multiplied by the Tourism Tax Rate

- vi. Every redevelopment shall be reflected in the Inventory found in the Fourth Schedule.
- vii. Whenever any new building or installation is constructed or installed after the Commission Date, the Lessee shall:
- viii. Where any work is done, the Lessee shall:
 - a) notify the Lessor of the commencement of the work;
 - b) allow agents of the Lessor to inspect the work in progress;
 - c) comply with any written instructions from the Lessor; and
 - d) notify the Lessor of the date of completion.

17. Regular Inspection

- i. After giving an advance notice of 24 (twenty four) hours to the Lessee the Lessor may cause a Representative to enter upon the Resort at all reasonable hours in order to view and examine the physical state and condition of the Resort and the items listed in the Inventory. Where the Lessee is informed in writing of any requirement for repair or replacement subsequent to such an inspection, the Lessee shall within a reasonable period, cause such repair or replacement to be effectively made.
- ii. During the inspection mentioned in paragraph (i) of this Clause, the Lessor may call for information or data, or access to books of accounts and records and require copies or extracts of documents or records to be taken. The Lessee shall in every such instance accord the necessary assistance with speed and diligence.
- iii. The right of the Lessor in relation to inspection as mentioned in paragraphs (i) and (ii) of this Clause extends to all Competent Authorities as well.

- iv. Where there are reasonable grounds to believe that the Lessee has acted or is acting in contravention of any relevant Maldives Law and/or this Agreement, then the Lessor or the Competent Authorities may enter upon the Resort without having to give the advance notice mentioned in paragraph (i) of this Clause.

18. Grant of Right or Interest

- i. The Lessee may, from the Commencement Date, grant any right, interest or possession of the Resort under this Agreement to any party by way of sale, assignment, transfer, sublease or management contract or any other similar device, or if the Lessee is a legal entity, transfer of shares of the entity.
- ii. The Lessee shall in the exercise of options provided in paragraph (i) of this Clause be subjected to written approval of the Lessor and any conditions that may be stipulated by the Lessor in accordance with the relevant Laws and Regulations made thereunder. And the approval of the Lessor shall always be subjected to the rights and interests of the Lessor not being adversely affected.
- iii. The Lessee shall have the right even before the Commission Date to enter into agreements, that are usually entered into in the ordinary course of business to enhance the business prospects of the Resort when it becomes commissioned, provided always that the duration of such agreements shall not exceed the currency of this Agreement. That right includes conclusion of sale of rights to proposed beds, allotment of proposed rooms, lease of proposed Island.
- iv. The Lessee shall in the exercise of options provided in paragraph (iii) of this Clause be subjected to written approval of the Lessor and any conditions that may be stipulated by the Lessor. And the approval of the Lessor shall always be subjected to the rights and interests of the Lessor not being adversely affected.
- v. The Lessee shall have the right prior to the Commission Date and within the currency of this Agreement to mortgage, hypothecate or otherwise encumber the interests in the Resort.
- vi. The Lessee shall in the exercise of options provided in paragraph (v) of this Clause be subjected to written approval of the Lessor and any conditions that may be stipulated by the Lessor in accordance with the relevant Laws and Regulations made thereunder. And the approval of the Lessor shall always be subjected to the rights and interests of the Lessor not being adversely affected and Lessee undertaking to release the Resort from every encumbrance prior to the expiry or earlier termination of this Agreement.

19. Provision for Impossibility of Performance

- i. Where the Resort or any essential part thereof suffers total destruction due to war, civil war or civil commotion or storm, tempest, flood, inevitable accident or other irresistible force or event beyond the Lessee's control the term of this Agreement shall be deemed temporarily suspended from the date of destruction until the date of resuming operation of the Resort and the operation of the Resort shall remain fully suspended during that period.
- ii. Where the Resort or an essential part thereof suffers partial destruction due to war, civil war or civil commotion or storm, tempest, flood, inevitable accident or other irresistible force or event beyond the Lessee's control the operation of the Resort shall be suspended in part.
- iii. Occurrence of an event as mentioned in paragraph (i) or (ii) of this Clause, or the Lessee not having insured to cover for one year Lease Rent as specified under Clause 14 of this Agreement shall not release the Lessee of its obligation to pay the Lease Rent as specified in this Agreement. However, the Government may grant extensions to the due dates for the payment of the Lease Rent. It shall be the responsibility of the Lessee to have properly insured for such risk as specified in this Agreement.
- iv. Where damage as specified in paragraph (i) or (ii) of this Clause occurs to the Resort, the Lessee shall give written notice of such damage to the Lessor as soon as practicable. And within 7 (seven) days after the receipt of that notice, the Lessor shall cause an inspection of the Resort and inform the Lessee in writing of its analysis.
- v. The Lessee shall only be entitled to the benefits outlined in paragraphs (i) and (ii) of this Clause in respective circumstances if the Lessor concludes the inspection in favor of the claim of the Lessee or where paragraph (vi) of this Clause applies, if the Court of Law finds in favor of the claim of the Lessee.
- vi. If the Lessor is not agreeable to the fact that such damage has been caused to the Resort as may be claimed by the Lessee, the Lessee shall be entitled to refer the matter to the relevant Court of Law.
- vii. Where the Lessee refers the matter to a Court of Law, the parties shall to the best of their endeavors take all necessary steps to expedite the business of that Court.

20. Emergency and Public Purposes

- i. In a situation of emergency the Lessor may with or without notice suspend this Agreement and take over the Resort.
- ii. The period of such suspension shall be excluded from the computation of the term of this Agreement.

- iii. The existence, continuance and cessation of the emergency referred to in paragraph (i) of this Clause shall be determined solely by the Lessor and any instructions issued by the Lessor in this regard shall be adhered to by the Lessee.
- iv. Where the Island is required for the defense of the Maldives, the Lessor shall be entitled to terminate this Agreement and take possession of the Resort without any prior notice.
- v. Where the Island is required for a public purpose, the Lessor shall be entitled to terminate this Agreement and take possession of the Resort after giving two years written notice.
- vi. In the event of termination of this Agreement under this Clause, Just Compensation shall be paid by the Lessor to the Lessee for the investment made on the Island.
- vii. Where Just Compensation is paid by the Lessor under this Agreement it may deduct such sums of money due to it from the Lessee in respect of the Resort under this Agreement.

21. Handover of the Resort

- i. The Lessee undertakes to yield up possession of the Resort to the Lessor in good operational condition and repair and at the standard at which it was operating upon the expiry or earlier termination of this Agreement.
- ii. Where the Resort is handed back to the Lessor on expiry of the term of this Agreement, or where this Agreement is brought to an end other than at the request of the Lessee or on breach of Agreement by the Lessee, Compensation shall be paid to the Lessee within two years from the date of handing the Resort back to the Lessor.
- iii. During the last six (6) months of this Agreement or in the event of earlier termination at any time before termination becomes effective, the Lessor shall inspect the Resort to examine that all the items in the Inventory are in good operational condition.
- iv. If any item is found to be damaged, missing or defective the Lessor may require the repair, replacement, payment of cost or compensation, for the damaged, missing or defective item. The Lessee shall oblige with any such requirement made by the Lessor. However, in demanding payment of cost or compensation, the Lessor shall take into account reasonable wear and tear of the item or depreciated value of the item. This does not include damage or defect caused by the Lessee's misuse or neglect to properly maintain and upkeep any such item.

22. Termination by the Lessor

- i. Without prejudice to any other rights which the Lessor may have under this Agreement or in law, the Lessor may terminate this Agreement, in any of the following circumstances:

- a) if the Lessee fails to pay the Lease Rent specified in paragraph (i) of Clause 11 when it has fallen due or if the Lessee fails to pay liquidated damages imposed in consequence of default in paying Lease Rent as specified in paragraph (d) of Clause 11 ; or
 - b) if the Lessee fails to pay the payment pursuant to paragraph of Clause of this Agreement when it has fallen due; or
 - c) if the Lessee fails to comply with the notices referred to in paragraph (i) and/or (ii) of Clause 25 of this Agreement; or
 - d) if the Lessee fails to complete the development of the Resort in accordance with the timeline provided under this Agreement; or
 - e) if the Lessee fails to complete the development of the Domestic Airport in accordance with the specifications provided in the Bidding Documents and the timeline provided therein and under the Agreement signed between the relevant Government Authority and the Lessee signed on; or
 - f) if the Lessee fails to complete any redevelopment or reconstruction project carried on the Resort within the timeframe approved by the Lessor; or
 - g) if the Lessee becomes bankrupt or is wound up whether voluntarily or compulsorily or otherwise, than for purposes of amalgamation or reconstruction.
- ii. Where the Lessor intends to terminate this Agreement in any of the circumstances provided in paragraph (i) of this Clause, it will serve a written notice of termination specifying the reason for such termination.
 - iii. Where such a notice of termination is served as provided in paragraph (ii) of this Clause, this Agreement will stand terminated on the expiry of the seventh (7th) day of that notice.
 - iv. Once the Agreement is terminated, the Lessor may enter upon and take possession of the Resort. The Lessor may keep a representative on the Resort during the period of the notice and the Lessee shall provide full board accommodation to the representative without any charge;
 - v. Where the Agreement is terminated, the Lessee shall have the right to remove, sell or otherwise dispose of all such tools, machinery, equipment, goods and materials not forming part of the Inventory found in the Fourth Schedule. If the Lessee has not removed any such items within a reasonable time then the Lessor may remove and sell those items.
 - vi. The Lessor shall pay to the Lessee the sum of the proceeds of the sale referred to in paragraph (v) of this Clause, less the cost of removal and sale of such items and sum of any money due to the Lessor by the Lessee including any loss caused to the Lessor due to the default of the Lessee which in the first instance led to the termination of the Agreement.
 - vii. In the event of any such termination, the Lessor shall make its best effort to cause any subsequent Lessee who takes the Resort on lease to accept an assignment of all contracts made by the erstwhile Lessee in relation to the management and operation of Resort or any

facilities of the Resort. The Lessor may not cause such an assignment to take place if it involves any financial detriment to the subsequent Lessee.

23. Termination by the Lessee

- i. Without prejudice to any other rights which the Lessee may have under this Agreement or in law, if the Lessor refuses or persistently neglects to perform and observe any term or condition of this Agreement the Lessee may serve a written notice to the Lessor asking for its compliance. If the Lessor fails to comply with the notice and rectify the default and fails to offer any valid reason within 60 (sixty) days from the date of that notice, then the Lessee may serve a written notice of termination of this Agreement specifying the reason for termination.
- ii. Where such a notice of termination as provided in paragraph (i) of this Clause is served, this Agreement will stand terminated on the expiry of the 60th (sixtieth) day of that notice
- iii. It is expressly agreed that no such notice as provided in paragraph (i) of this Clause shall be given for frivolous or vexatious purposes.
- iv. Once the Agreement is terminated the provisions contained in paragraphs (iv), (v), (vi) of Clause 22 shall come into operation as if they were reproduced here in their entirety.

24. Termination without Cause by the Lessee

- i. The Lessee may terminate this Agreement without cause upon giving written notice of termination to the Lessor. Where such a notice of termination is served, this Agreement will stand terminated on the expiry of the 180th (one hundred and eightieth) day of that notice.
- ii. Even where such a notice of termination is served, this Agreement will not be considered to have been terminated on the date appointed for the expiry of the notice if any of the following circumstances existed on that day:
 - a) If there is any obligation to be fulfilled or liability to be settled by the Lessee under this Agreement or in law; or
 - b) If the Resort is in want of good operational condition and repair;
 - c) If the Resort are subject to any form of encumbrance.

25. Breach of non-financial nature

- i. Except where the Lessee has defaulted in respect of the provisions contained in Clause 11 paragraphs (i), where there is any non-performance, non-observance, infringement or violation by the Lessee of any other term or condition of this Agreement, the Lessor shall not terminate the Agreement in the first instance but impose upon the Lessee a penalty of an amount not exceeding US\$ 25,000 (Twenty Five Thousand United States Dollars) as

liquidated damages and give up to thirty (30) days notice in writing to the Lessee to remedy the default.

- ii. If the Lessee fails to comply with the notice referred to in paragraph (i) of this Clause, the Lessor shall impose upon the Lessee a further penalty of an amount not exceeding US\$ 100,000 (Hundred Thousand United States Dollars) as liquidated damages and if the Lessee fails to comply with the notice given under paragraph (i) of this Clause for a further period of up to fifteen (15) days, the Lessor may invoke its right of terminating this Agreement under Clause 22.

26. Schedules

- i. The following Schedules and their contents shall be deemed to be an integral part of this Agreement and shall be construed accordingly. Unless the context requires otherwise, any reference to this Agreement shall include a reference to each of them; and any reference to any one of them shall be deemed to be a reference to this Agreement.
 - a) First Schedule: Instructions to Bidders found in the Invitation to Bid issued by the Lessor
 - b) Second Schedule: Bid Form found in the Bid submitted by the Lessee
 - c) Third Schedule: Notification of Award issued by the Ministry
 - d) Fourth Schedule: Items forming part of the Resort (Inventory)
 - e) Fifth Schedule: Site plan of the Resort

27. Entire Agreement

- i. This Agreement embodies the entire agreement between the Lessor and the Lessee with respect to the subject matter and operates to nullify any earlier oral or written agreements, understandings, negotiations, or representations on the subject matter of this Agreement.

28. Variation

- i. No part of this Agreement including the Schedules and their contents as listed in Clause 26 shall be varied except by mutual agreement of both parties executed in writing.

29. Waiver

- i. The non exercise of a right given to the Lessor under this Agreement shall not be considered as a waiver of that right nor shall a waiver duly granted by the Lessor on one occasion be taken as a waiver applicable on a different occasion.

30. Notices

- i. All notices required to be given under this Agreement or communications that need to be exchanged under this Agreement or with reference to Maldives Law shall be deemed to be sufficiently served or delivered to the relevant party if sent by registered post to the address of that party as set out in this Agreement and/or such other address as may be duly informed by that party to the other in writing.

31. Disputes

- i. Any disputes arising from or in relation to or connected with the Agreement shall first be attempted to be resolved amicably through discussions between the parties. Where a dispute remains unresolved even after a reasonable period has lapsed, it shall be referred to the relevant Courts of Law or Authorities of the Maldives.
- ii. This Agreement does not exclude the parties from referring a matter in dispute to arbitration in accordance with any Arbitration Act or rules that may be enacted in the Maldives on the subject matter.

32. Governing Law

- i. This Agreement shall be subject to, construed in accordance with and governed by Maldives Law. The relevant Courts of Law and Authorities of the Maldives shall have the exclusive jurisdiction to entertain, hear and decide disputes arising from or in relation to or connected with the Agreement.

Having read and understood the terms of this Agreement and intending to honour them and to be bound by them, the Parties have signed this Agreement at the Ministry of Tourism, Arts and Culture in Male' in four identical and original counterparts on the date specified at the outset.

.....
.....
Ministry of Tourism, Arts and Culture,
for and on behalf of the Lessor

.....
.....
For and on behalf of the Lessee

WITNESSES:

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FIRST SCHEDULE

Instructions to Bidders found in the Invitation to Bid issued by the Ministry

Reference to Clause 26

End of Schedule

SECOND SCHEDULE

Bid Form found in the Bid submitted by the Lessee

Reference to Clause 26

End of Schedule

THIRD SCHEDULE

Notification of Award issued by the Ministry

Reference to Clause 26

End of Schedule

FOURTH SCHEDULE

Items forming part of the Resort (Inventory)

Reference to Clause 26

End of Schedule

FIFTH SCHEDULE

Site Plan

Reference to Clause 26

End of Schedule

ANNEX III- SITE PLAN



Atoll:	GA.
Island	Maamutaa
Approx. Size	16.9 Ha



Atoll:	GA.
Island	Kerehdhoo (Dhashuthibi Keredhdhoo)
Approx. Size	10.8 Ha



Atoll:	GDh.
Island	Kodaanhuttaa
Approx. Size	17ha



Atoll:	GDh
Island	Havodda
Approx. Size	10.9ha



Atoll:	Seenu
Island	Ismehelaa Hera (Kedevahera) & Boduheragandu (1.08 ha) & Hikahera (3Ha)
Approx. Size	Approx. 9ha

ANNEX IV- TECHNICAL SPECIFICATION FOR THE AIRPOT

MINIMUM REQUIREMENT/SPECIFICATION FOR AIRPORT

Runway Length:	1200 m
Runway Width:	30 m
Strip Length:	1500m
Strip Width:	150 m
Taxiway Length:	42 m or as agreed
Taxiway Width:	15 m
Apron Length:	90 m or as agreed
Apron Width:	45 m or as agreed
Stopway Length:	60 m from Runway end
Stopway Width:	150 m
Runway End Safety Area (RESA) Length:	90 m from stopway end
Runway End Safety Area (RESA) Width:	60 m
Transverse gradient:	1.5% from Runway & Taxiway
Transitional surface:	1:5 slope
Approach slope:	3.33%
Divergence angle:	15%
Take off Climb Slope:	4%
Pavement Classification (PCN)	15
Reclamation length required	152 m
Reclamation width:	150 m

GRADED AREAS

A graded area is needed for runaway shoulders and strip.

BASIC ELEMENTS

Power Supply with back-up power

Adequate water supply and means of sewage disposal

Drainage system specially for runway and apron (Transverse Gradient:- the remaining areas from edge line of Runway Taxiways & Apron shall be graded and levelled as specified.

Fencing as required

Administrative Office

NAVIGATION AIDS & METEOROLOGICAL INFORMATION

A visual aid system to cater for night operation if required.

RNAV equipment is a requirement for all aircraft and hence requires no ground based equipment.

Adequate means of Aerodrome control/approach control with basic equipment for gauging wind and pressure.

Means of receiving meteorological information.

AIRSIDE

Runway

Taxiway

Apron

Tower

Passenger Terminal

Means of weighing baggage

Means of baggage flow for arrivals and departures with adequate security screening

Waiting areas
Passenger security check

PASSENGER AMENITIES
Food and beverages
Toilets

AIRCRAFT FUEL FACILITIES
Aircraft re-fueling System if required

AIRPORT EMERGENCY
Fire fighting equipment
Search and Rescue equipments
Airport Emergency Plan

GROUND SUPPORT EQUIPMENT
Two trucks (if required)
Carts and Dollies

ADMINISTRATIVE ISSUES
Aerodrome Operator Certificate as per Part CAR 13
Accountable Manager
Adequate staffing:

- Technical
- Administrative

Safety Management System (Including SMS for ATS and Aerodrome)

Aerodrome Manual as per CAR 13-16

Standard Operating Procedures / Hand books/ Manuals for the following areas of work:

- Rescue and Fire Fighting
- Pavement Surface Conditions Inspections and Maintenance
- Bird Control and Reduction
- Removal of disabled aircraft
- Control of Obstacles
- Airport Emergency Planning
- Airport Operational Services
- Airport Maintenance Services
- Air Traffic Services

