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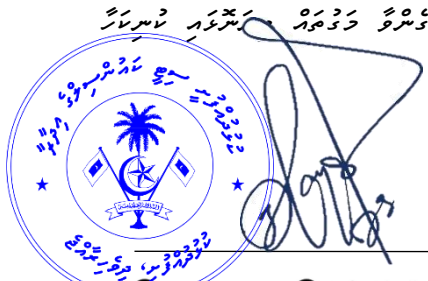
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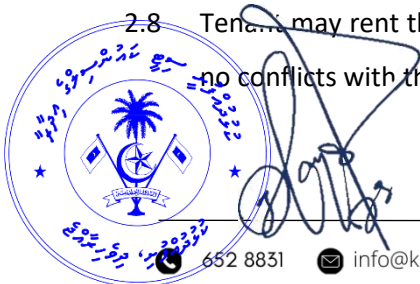
Terms of Reference for Leasing of Kulhudhuffushi City Ameer Ameen School Premises for Provision of Playschool Services

1. Introduction

In order to offer play school services to residents of Kulhudhuffushi city at a reasonable cost, Kulhudhuffushi City Council intends to rent the buildings and premises of Kulhudhuffushi Ameer Ameen School for an extended period of time. In Annex 1, a map of Ameer Ameen School is provided, showing the layout of the buildings and the compound area. The Kulhudhuffushi City Council believes that play schools should be accessible to all children in order to promote their development and general well-being. Play schools are also seen as a crucial step in preparing kids for formal education. In addition to the objective of providing play school services, as the compound of Ameer Ameen School is spacious, we plan to collaborate with the tenant in order to develop educational opportunities for other age groups to allow citizens to benefit from such services.

2. Rental duration, basic services, and terms and conditions of the property being rented

- 2.1 In order to provide play school services and develop other educational opportunities in Kulhudhuffushi City, Ameer Ameen School is to be rented out for a period of 25 years.
- 2.2 As the property is rented out solely for the purpose of providing play school and other related educational services, unrelated activities will not be allowed on the property. However, with the consent of the Kulhudhuffushi City Council, accommodation services for students or the like may be arranged on the property.
- 2.3 All services provided and activities carried out at this property must comply with Maldives laws and regulations. Consequently, the service provider must obtain all required authorizations and registrations.
- 2.4 The service provider is expected to charge a monthly fee for each pupil which should not exceed MVR 600. Affordability of the proposed fees will be considered in evaluating the bids. Additionally, service providers may raise their fees up to 20% every five years with the consent of the council.
- 2.5 The tenant must provide an annual report detailing how the property has been used and any necessary changes that have been brought to the property.
- 2.6 The playschool service provider has to offer a minimum of 320 pupil slots for the first five years. Total available slots must be increased by a minimum of 10% every 5 years.
- 2.7 The tenant is permitted to use the property to conduct MQA-approved or certificate-level courses as well as to run tutoring and/or Quran class for a fee they consider appropriate.
- 2.8 Tenant may rent the property to a third party for ceremonies and special events as long as there are no conflicts with the operation of the playschool.



- 2.9 The term “Ameer Ameen” must be used in the title of the Pre-School. However, if needed for commencing International School Services, the opportunity will be provided to name the school after the international brand.
- 2.10 The property, building, furniture, and fixtures must all be insured annually by the tenant. However, no part of the property can be mortgaged.
- 2.11 If the government decides to end the contract before it was due, the tenant will be compensated based on the investments made to date. Additionally, if the two parties could not come to terms with the compensation amount, the matter will be settled in court.
- 2.12 If any incident arises that is not covered by the agreement, it shall be resolved with the cooperation of both parties. However, if a settlement is not possible among the parties out of court, it will be resolved in court.
- 2.13 When evaluating the proposals, Kulhudhuffushi City Council will take into consideration proposals for international schools. If the supplier wishes to offer an international school service, they must do so by 2026 and submit all necessary paperwork. The Kulhudhuffushi City Council has the right to terminate the agreement if the supplier does not begin the service within this timeframe.
- 2.14 After the agreement is due or any parties wish to terminate it, the tenant has 30 days to take ownership of the possessions. If the tenant has not taken any of their belongings during this time, the Kulhudhuffushi City Council is not required to provide any compensation. The tenant shall not be entitled to remove any fixtures, except those items which may be removed without causing damage to the building.
- 2.15 All electricity, water and sewerage services required for the property must be changed from under Kulhudhuffushi City Council to the tenant and paid for (including any fines) by the tenant over the duration of the agreement. Any additional such services needed for the project, must also be acquired under the tenant’s own name.

3. Development of the property

- 3.1 The tenant may make investments in the development of the property. However, this investment must be undertaken after the Kulhudhuffushi City Council approves the plan, concept, and design of the new buildings.
- 3.2 When developing the Ameer Ameen School property, a minimum of 5000 square feet of vacant land must be allocated as play area.
- 3.3 The Kulhudhuffushi City Council will grant permission to construct buildings that are one-story or higher in accordance with the Construction Law and Regulation during the term of the agreement. All drawings from Annex 1 must be included in the proposed drawing set. Permission will be granted in writing.

3.4 The contractor must construct a playschool-style outdoor play area.



- 3.5 The current Ameer Ameen School buildings can be utilized during off-hours without interfering with the playschool schedule.
- 3.6 The tenant has to maintain cleanliness of the property – both inside and outside, consisting of the surrounding area, involving removing of weeds and sweeping of the surrounding roads.
- 3.7 The tenant is obliged to renew the painting on the boundary wall and the property periodically. The tenant must agree to decorate the building on special occasions as per request from the Kulhudhuffushi City Council.
- 3.8 Any maintenance expense or cost of any work done inside the property during the hired period shall be borne by the tenant.
- 3.9 The tenant is obliged to carry out maintenance and renovation owing to damages that arise due to deterioration or any other natural causes.
- 3.10 The tenant is responsible for arranging 24-hour security and is liable for any loss or act that results from security-related negligence.

4. Rent

- 4.1 The minimum amount of rent that can be proposed is 8700/- (and the rent proposal with the highest amount of rent will be considered as the baseline in evaluating the bids.
- 4.2 The tenant is responsible for paying any taxes or fees that are owed to the government as a result of the use of the land that is being rented, as well as any new lease-related taxes or fees that may be implemented in the future.
- 4.3 At the end of every 5 years, the rent will be increased by 10% of the rent being paid at the time. This point is not subject to further negotiation or discussion.
- 4.4 The rent must be paid to the Kulhudhuffushi City Council by the tenth of every month. If the rent is not paid within this time frame, a fine of 100/- (MVR One Hundred) will be charged as fine for each additional day.

5. Grace Period

- 5.1 The tenant will be granted a 24-month grace period from the date of agreement. However, play school services must commence latest by August 2024.
- 5.2 The contractor must pay Kulhudhuffushi City Council the full amount of rent for the grace period if the agreement is terminated within two years of the agreement's date.



Bid Evaluation Criteria

Areas for Marking	Details of Marks Allocation	Marks
Rent	Proposed rent / highest proposed rent x 35 (By marking the highest rent proposal as baseline) the smallest amount for rent proposal is 8700/- (MVR Eight Thousand Seven Hundred) If the proposed rent is lower than this amount, their bid will be disqualified.	35
International School Service	Marks awarded for proposals that include the provision of international school services within 2 years of signing the agreement.	05
Proposed fee for playschool	Lowest proposed fee / proposed fee x 60 (The lower the fee is, the more marks will be given. The lowest fee proposal will be used as the baseline) The highest amount that can be proposed is MVR 600 (MVR Six Hundred) If the proposed rent is higher than this amount, their bid will be disqualified.	60
Total		100



