

Memorandum of Understanding

Between

High Commission of India, Malé

and

Ministry of Foreign Affairs, Government of Maldives

and

National Centre for Cultural Heritage

For

Preservation of cultural places in N. Landhoo Maabudhuge and Th. Dhiyamigili Ganduvaru

The Government of the Republic of India, represented by the High Commission of India, Malé (hereinafter referred to as 'HCI') and the Government of the Republic of Maldives, represented by the Ministry of Foreign Affairs, (hereinafter referred to as 'MoFA'), and National Centre for Cultural Heritage (hereinafter referred to as 'Implementing Agency'), collectively referred to as 'the Parties';

Recalling the Memorandum of Understanding (MoU) signed on 23 July, 2021 regarding Indian Grant Assistance for Implementation of High Impact Community Development Projects (HICDPs) through local bodies; and

Responding to the specific request of MoFA, Government of Maldives to the Government of India (GoI) through HCI, for financial assistance for *preservation of cultural places in N. Landhoo Maabudhuge and Th. Dhiyamigili Ganduvaru*.

Have reached the following understanding:

ARTICLE I: SCOPE OF PROJECT AND GRANTS

i) The scope of this Project, shall consist of the following elements:

- Construction of site museum in N.Landhoo Maabudhuge area
- To restore the Palace attributed to the founder of Dhiyamigili Dynasty.
- Setting up galleries, visitor management facilities, sound, lighting etc.
- Design galleries combining conventional exhibition displays, media rooms with digital displays of the historical background of the historical sites, objects, and artifacts related to the history of the island.
- Expanding the use of the heritage site to accommodate for spinoffs from the main heritage site. These could include souvenir shops, boutiques, craft shops, cultural attractions, etc.

- ii) The approved amount shall be used exclusively in carrying out Preservation of cultural places in N. Landhoo Maabudhuge and Th. Dhiyamigili Ganduvaru.
- iii) The cost of the Project shall be limited to the total grant amount MVR 5,238,096.00 or the tendered cost, whichever is lower.

ARTICLE II: OBLIGATIONS OF HCI/PAYMENT MODALITIES

- i) HCI shall be responsible for:
 - a. Providing financial support of MVR 5,238,096.00 or the tendered cost whichever is lower as agreed by parties to this MoU for *Preservation of cultural places in N. Landhoo Maabudhuge and Th. Dhiyamigili Ganduvaru*.
 - b. Appraisal of project, sanction and disbursement of grant assistance and monitoring of project implementation.
 - c. Making payment to Government of Maldives for the implementation of *Preservation of cultural places in N. Landhoo Maabudhuge and Th. Dhiyamigili Ganduvaru* in line with relevant national laws, for the implementation of, and in accordance with the provisions of this MoU, and as recommended by the Project Steering Committee.
 - d. Releasing funds to the Government of Maldives as per the following milestones and subject to the satisfaction of the HCI:

Instalment No.	Milestone	Instalment release	Maximum amount to be released (MVR)
1 st (Mobilization Advance)	Upon submission of work schedule (within 20 days of signing of MoU)	15%	785,714.40
2 nd	Completion of first milestone indicated in the work schedule, based on utilization of 1 st instalment (Mobilization Advance) and certification of bills submitted by the National Centre for Cultural Heritage.	15%	785,714.40
3 rd	Completion of second milestone indicated in the work schedule, based on utilisation of 2 nd instalment and certification of bills submitted by the National Centre for Cultural Heritage.	30%	1,571,428.80
4 th	Completion of third milestone	30%	1,571,428.80

	indicated in the work schedule, based on utilisation of 3 rd instalment and certification of bills submitted by the National Centre for Cultural Heritage.		
Final	Submission of Final audit report along with the Work Completion Certificate and a Project Implementation Report and submission of relevant bills/documents to HCI by National Centre for Cultural Heritage. Work Completion certificate to be duly certified by the National Centre for Cultural Heritage	5%	261,904.80
Post completion	On formal inauguration of projects by authorities of both sides	5%	261,904.80
Total			MVR 5,238,096.00

- ii) HCI will inform the Government of Maldives, through MoFA of each grant payment.

ARTICLE III: OBLIGATIONS OF THE IMPLEMENTING AGENCY

The Implementing agency, namely, National Centre for Cultural Heritage shall:

- i) Furnish to the HCI the work scheduled for the proposed work within 20 days of the signing of the MoU. The work schedule will clearly identify the milestones against which the payments are to be made. The payment schedule linked to the milestones is given in Article II.
- ii) Float a tender for the proposed project open only to Maldivian and Indian companies and award the project for execution to the successful bidder(s)/contractor(s) in line with relevant national laws. The milestone against which payment is to be released to the contractor(s) has to be specified in the tender document.
- iii) Designate an officer as the focal point for all correspondence with HCI regarding the implementation of the project.
- iv) Ensure successful, timely and quality implementation of project.
- v) Furnish to the HCI for information and record, a copy of the tender notice published and copies of all bids/quotation received in response thereof, and a copy of the comparative chart of bids on the basis of which the decision for award of contract is taken. The Implementing Agency shall advertise the tender within a

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week of receipt of the Mobilization Advance. HCI should be informed of the final decision of award of contract immediately after the process of evaluation and award.

- vi) Obtain all necessary approvals from the concerned National and Local Government Authorities for carrying out the activities in the Project Area.
- vii) Make adequate media publicity of the Indian Grant individually for each of the projects and ensure suitable branding of elements at project sites including a plaque to acknowledge the Indian Grant.
- viii) Be responsible for making arrangements for the appropriate inauguration of the project on completion, in consultation with HCI.
- ix) Submit monthly progress reports to HCI and the Government of Maldives, through MoFA on the implementation of the project.
- x) Furnish to the HCI a copy of the final audit report along with the Work Completion Certificate and a Project Implementation Report to HCI and the Government of Maldives, through MoFA.

ARTICLE IV: INDIA MALDIVES JOINT PROJECT STEERING COMMITTEE (IMPSC)

- i) The High-Level India Maldives Joint Project Steering Committee chaired by the HCI and MoFA will monitor the overall implementation and progress of projects.
- ii) This Committee will select projects for final approval of the Ministry of External Affairs, Republic of India. This Committee is also mandated to monitor the implementation of projects under the HICDP.
- iii) The committee will include from the Government of Maldives, the President's Office, The Ministries of Finance, Economic Development, and National Planning, Housing and Infrastructure. The committee may co-opt members as and when deemed necessary.
- iv) Meetings will be held on a monthly basis. Additional meetings may be called by the Co-Chairs as deemed necessary.
- v) In addition, there will also be a project-specific Project Management Committee for each project with representatives from the Parties to this MoU, and co-opted members as deemed necessary by the Parties, to discuss project specific issues and monitor progress.



ARTICLE V: DISPUTE SETTLEMENT

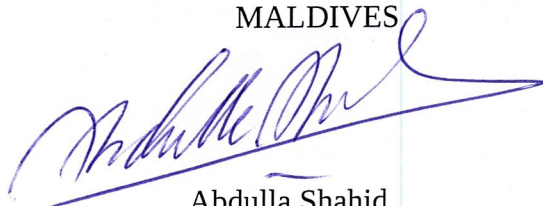
Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiation between the Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE VI: COMING INTO FORCE, VALIDITY, RENEWAL AND TERMINATION

The MoU shall enter into force from the date of its signing, by the duly authorized representatives of the Parties and shall remain in force for a period of 01 (One) year or till the completion of the project, whichever is earlier. This MoU may be renewed, modified or extended by the mutual written consent of the Parties. This MoU may be terminated by either Party by giving notice in writing to the other Party of its intention to terminate the MoU and the termination shall take effect after one month from the date of the receipt of the notice by the other Party.

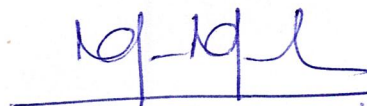
IN WITNESS WHEREOF the undersigned have signed this MoU on the Eighteenth day of April in the year of Two Thousand and Twenty-Two in Maldives in two originals in English language.

FOR AND ON BEHALF OF THE
GOVERNMENT OF THE REPUBLIC OF
MALDIVES



Abdulla Shahid
Minister of Foreign Affairs

FOR AND ON BEHALF OF THE
GOVERNMENT OF THE
REPUBLIC OF INDIA



Munu Mahawar
High Commissioner of India

FOR AND ON BEHALF OF THE
IMPLEMENTING AGENCY



Mohamed Thariq
Minister of State for Arts, Culture and Heritage
Head of National Centre for Cultural Heritage