



HOUSING DEVELOPMENT CORPORATION LTD.

REQUEST FOR PROPOSAL (RFP)

LEASE OF FOOD COURT FROM

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Rashu Mārukeytu

IN HULHUMALÉ

PROPOSAL REFERENCE NUMBER: HDC (161)-EM/IU/2019/161

ANNOUNCEMENT DATE: 20th November 2019

PROPOSAL SUBMISSION DEADLINE: 06th January 2020



REQUEST FOR PROPOSALS (RFP)

Date: 20th November 2019

Reference No: HDC (161)-EM/IU/2019/161

1. Housing Development Corporation Ltd. (HDC) is seeking parties to “**Lease the Food Court from ‘Rashu Maarukeytu’ in Hulhumalé**” (hereinafter called the “Works”). This request for proposal (RFP) states the instructions for submitting proposals, procedure and criteria by which a proponent may be selected and the terms of the lease.
2. A complete set of the RFP Documents may be obtained by eligible interested parties from HDC’s website www.hdc.com.mv

Proposal must be submitted no later than 11:00 hrs on 06th January 2019 and must be accompanied by a Bid Security, in accordance with the Instructions to Proponents.

3. Process and Schedule of Critical Dates:

Step	Process	Date, Time and Venue	Details of the Process
1	Announcement	20 th November 2019	- Will be uploaded to HDC website along with RFP
2	Open Day Registration	20 th November 2019 to 27 th November 2019	- Interested parties can register during this period
3	Open Day and Information Session	to 01 st December 2019	- Registered parties will be invited for a site visit
4	Enquiries	05 th December 2019, before 13:00 hrs	- Enquiries to be submitted in writing or via email
5	Submission of Proposal	06 th January 2020, 9:30 hrs to 11:00 hrs <u>Venue to be announced at a later date</u>	- The Bid Security form and the Price Proposal form must be completed and submitted - Proposal should be submitted before the deadline
6	Proposal Opening	06 th January 2020, 11:15 hrs <u>Venue to be announced at a later date</u>	- HDC will open the Proposals, in the presence of Proponents designated representatives.



SECTION I. INSTRUCTIONS TO PROPONENTS (ITP)

A. GENERAL		
1. Scope of Proposal	1.1	<p>The Lessor;</p> <p>HOUSING DEVELOPMENT CORPORATION LIMITED an incorporated limited liability company operating under the registration number C793/2008 and having its registered office at HDC Building, 3rd Floor, Hulhumalé’ Republic of Maldives (hereinafter called and referred to as “the Lessor”,) issues this Request for Proposal (RFP) to “Lease the Food Court from ‘Rashu Maarukeytu’ in Hulhumalé” (hereinafter called the “Works”) as specified in Section III Lessee’s Requirements.</p>
	1.2	<p>The proposal reference number for this RFP is HDC (161)-EM/IU/2019/161</p>
	1.3	<p>Throughout this RFP Documents:</p> <p>(a) the term “in writing” means communicated in written form and delivered against receipt;</p> <p>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</p> <p>(c) “day” means calendar day.</p>
2. Corrupt and Fraudulent Practices	2.1	<p>It is the requirement of Lessor that proponents, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the RFP process and execution of Works. In pursuance of this policy, the Lessor:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of HDC, and includes collusive practice among Proponent (prior to or after Proposal submission) designed to establish Proposal prices at artificial noncompetitive levels and to deprive HDC of the benefits of free and open competition.</p>



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		<p>(b) will reject a proposal for award if it determines that the proponent recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt or fraudulent practices in competing for the contract in question.</p> <p>(c) will sanction a firm or individual, at any time including declaring such firm or individual ineligible, either indefinitely or for a stated period of time to be awarded a contract from Lessor.</p> <p>(d) will terminate the contract after having given fourteen (14) days’ notice to the Proponent.</p>
3. Eligible Proponents	3.1	A Proponent must be a registered business (sole trader, partnership or a limited liability company) - subject to ITP 3.2
	3.2	Proponent should be locally registered at the relevant authority.
	3.3	<p>A Proponent shall not have a conflict of interest. Any Proponent found to have a conflict of interest shall be disqualified. A Proponent may be considered to have a conflict of interest for the purpose of this RFP process, if the Proponent:</p> <p>(a) directly or indirectly controls, is controlled by or is under common control of another Proponent; or</p> <p>(b) receives or has received any direct or indirect subsidy from another Proponent; or</p> <p>(c) has the same legal representative as Owner;</p> <p>(d) has a relationship with another Proponent, directly or through common third parties, that puts it in a position to influence the proposal of another Proponent, or influence the decisions of the Lessor regarding this RFP process; or</p> <p>(e) submit more than one proposal in this RFP process by business entity. Participation by a Proponent in more than one Proposal will result in the disqualification of all Proposal in which such Proponent is involved.</p>
	3.4	A Proponent shall not be under suspension from proposal submission by the Lessor.
	3.5	Proponents shall not have consistent history of court/arbitral award decisions against the Proponent for the last 05 (Five) years.



	3.6	Proponent shall not have occurrence of non-performance of a contract as a result of Proponent default for the last 05 (Five) years.
	3.7	A Proponent shall provide such evidence of eligibility satisfactory to the Lessor, as the Lessor shall reasonably request.
B. CONTENTS OF RFP DOCUMENTS		
4. Sections of RFP Documents	4.1	<p>The RFP Documents include all the Sections specified below, and should be read in conjunction with any Addenda issued in accordance with ITP 6.</p> <ul style="list-style-type: none"> • Section I. Instructions to Proponents (ITP) • Section II. Evaluation and Qualification Criteria • Section III. Lessee’s Requirement • Section IV. Business Proposal Requirement • Annexes
	4.2	Unless obtained directly from the Lessor, the Lessor is not responsible for the completeness of the RFP Documents, responses to requests for clarification, or Addenda to the RFP Documents in accordance with ITP 6. In case of any contradiction, documents obtained directly by the Lessor shall prevail.
	4.3	The Proponent is expected to examine all instructions, forms, terms, and specifications in the RFP Documents and to furnish with its proposal all information and documentation as is required by the RFP Documents.
5. Clarification of RFP Documents	5.1	A Proponent requiring any clarification of the RFP Documents shall contact the Lessor in writing at the Lessor’s address specified in the ITP 5.2. The Lessor will respond in writing to any request for clarification, provided that such request is received no later than four (4) days prior to the deadline for submission of proposal. The Lessor shall promptly publish its response at the web page identified in the ITP 5.2. Should the clarification result in changes to the essential elements of the RFP Documents, the Lessor shall amend the RFP Documents following the procedure under ITP 6 and ITP 17.3.

	5.2	For clarification purposes only, the Lessor’s address is: Business Development, Sales and Marketing Housing Development Corporation Ltd. Third Floor, HDC Building Hulhumalé, Maldives Tel: (+960) 335 5259, (+960) 335 5134 Fax: (+960) 335 8892 E-mail: estate@hdc.com.mv Webpage: www.hdc.com.mv
6. Amendment of RFP Documents	6.1	At any time prior to the deadline for submission of proposal, the Lessor may amend the RFP Documents by issuing addenda.
	6.2	Any addendum issued shall be part of the RFP Documents and shall promptly publish the addendum on the Lessor’s web page in accordance with ITP 5.2.
	6.3	To give Proponents reasonable time in which to take an addendum into account in preparing their proposal, the Lessor should extend the deadline for the submission of proposal, pursuant to ITP 17.3
C. PREPARATION OF PROPOSALS		
7. Cost of Bidding	7.1	The Proponent shall bear all costs associated with the preparation and submission of its Proposal, and the Lessor shall not be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
8. Language of Proposal	8.1	The RFP, as well as all correspondence and documents relating to the RFP exchanged by the Proponent and the Lessor, shall be written in the ENGLISH or DHIVEHI language.
9. Documents Comprising the Proposal	9.1	The Proposal shall comprise the following: (a) Letter of Price Proposal Form in accordance with Annex 04; (b) Bid Security in accordance with ITP 14; (c) Written confirmation authorizing the signatory of the Proposal to commit the Proponent, in accordance with ITP 15.2; (d) Business Proposal Requirement stipulated in Section IV (e) Any other document required in the ITP.




10. Letter of Price Proposal	10.1	The Letter of Price Proposal shall be prepared using the relevant forms furnished in Annex 05. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITP 15.2. All blank spaces shall be filled in with the information requested.
	10.2	The Proponent shall quote prices conforming to the requirements specified in Section II and Section III and fill in Price Proposal Form in accordance with Annex 04;
11. Documents Comprising the Business Proposal	11.1	The Proponent shall furnish a Business Proposal including Price Proposal form, Bid Security, Legal documents, Financial documents, Operational plan, documents confirming experience in relevant field and any other information as stipulated in Section IV, in sufficient detail to demonstrate the adequacy of the Proponent’s proposal to meet the work requirements.
12. Currencies of Proposal	12.1	The currency(ies) of the proposal are to be quoted in Maldivian Rufiyaa (MVR)
13. Period of Validity of Proposals	13.1	Proposal shall remain valid for a period of One Hundred and Twenty (120) days after the proposal submission deadline date prescribed by the Lessor in accordance with ITP 17.2. A proposal valid for a shorter period shall be rejected by the Lessor as non-responsive.
14. Bid Security	14.1	The Bidder shall furnish as part of its proposal, a bid security in original form bid security, in the amount of MVR 15,000.00 (Maldivian Rufiyaa Fifteen Thousand).
	14.2	The Bid Security shall be valid for 120 (One Hundred and Twenty) days beyond the deadline for submission of Proposals.
	14.3	The bid security shall be in cash or as a demand guarantee in forms of an unconditional guarantee issued by a locally registered Bank or financial institution (such as an insurance, bonding or surety company). The bid security shall be submitted using the Bid Security Format included in Annex 03 or Annex 04.
	14.4	Any proposal not accompanied by a substantially responsive bid security shall be rejected by the Lessor as non-responsive.
	14.5	The bid security of the successful Proponent shall be returned as promptly as possible once the successful Proponent has signed the Contract and furnished the required performance security.



	14.6	The bid security of unsuccessful Proponents shall be returned as promptly as possible upon the successful Proponent’s signing the Contract and furnishing the performance security if relevant.
15. Format and Signing of Proposal	15.1	The Proponent shall submit one original of the documents comprising the proposal as described in ITP 9.1.
	15.2	<p>The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Proponent.</p> <p>This authorization shall consist of a written confirmation of a Power of Attorney to sign on behalf of the Proponent.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the proposal where entries or amendments have been made shall be signed or initialed by the person signing the proposal.</p>
	15.3	Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.
16. Sealing and Marking of Proposals	16.1	The Proponent shall enclose the proposal. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
	16.2	<p>The inner and outer envelopes shall:</p> <p>(a) bear the name and address of the Proponent;</p> <p>(b) bear the name of the Works, to be addressed to the Lessor and bear specific identification of this RFP process:</p> <p>“Lease of Food Court from ‘Rashu Maarukeytu’ in Hulhumalé”</p> <p>Housing Development Corporation Ltd. HDC Building, 3rd Floor Hulhumalé, Maldives</p> <p>Proposal Reference No: HDC (161)-EM/IU/2019/161</p> <p>(c) Proposal Check list specified in Annex 06 must be attached with the envelope</p> <p>(d) bear the name, address and contact number and contact person of the Proponent.</p>

		(e) bear the registration number and the stamp (where applicable) (f) bear a warning not to open before the time and date for proposal opening.
	16.3	If all envelopes are not sealed and marked as required, the Lessor will assume no responsibility for the misplacement or premature opening of the proposal.
17. Deadline for Submission of Proposal	17.1	Proposals must be received by the Lessor at the address no later than the date and time specified in the ITP 17.2. Proponents <i>do not</i> have the option to submit their proposals electronically.
	17.2	For proposal submission purpose only, <u>Venue to be announced at a later date</u> The deadline for proposal submission is: Date: 06th January 2020 Time: 11:00 hrs
	17.3	The Lessor may, at its discretion, extend the deadline for the submission of proposals by amending the RFP Documents in accordance with ITP 6, in which case all rights and obligations of the Lessor and Proponents previously subject to the deadline shall thereafter be subject to the deadline as extended.
18. Late Proposal	18.1	The Lessor shall not consider any proposals that arrives after the deadline for submission of proposal specified in ITP 17.2. Any proposal received by the Lessor after the deadline for submission of proposal shall be declared late, rejected, and returned unopened to the Proponent.
19. Proposal Opening	19.1	Except in the cases specified in ITP 18.1, the Lessor shall publicly open and read out in accordance with ITP 19.3 all proposals received by the deadline, at the date, time and place specified in ITP 19.2, in the presence of Proponents designated representatives and anyone who choose to attend.
	19.2	The proposal opening shall take place at: <u>Venue to be announced at a later date</u> Date: 06th January 2020 Time: 11:15 hrs
	19.3	Envelopes shall be opened one at a time, reading out: the name of the Proponent; the total price, the presence or absence of a Bid security, if required; and any other details as the Lessor may

		consider appropriate. The Lessor shall neither discuss the merits of any proposal nor reject any proposal except for late proposal in accordance with ITP 18.1 and proposals that are not in accordance with Annex 06.
	19.4	The Lessor shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Proponent; the Price; and the presence or absence of a bid security, if one was required. The Proponents’ representatives who are present shall be requested to sign the record. The omission of a Proponent’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proponents.
D. EVALUATION AND COMPARISON OF PROPOSALS		
20. Confidentiality	20.1	Information relating to the evaluation of proposals, comparison of proposals and recommendation of contract award shall not be disclosed to Proponents or any other persons not officially concerned with the RFP process until information on Contract award is communicated to all Proponents in accordance with ITP 29.
	20.2	Any attempt by a Proponent to influence the Lessor in the evaluation of the proposals or Contract award decisions may result in the rejection of its proposal.
	20.3	Notwithstanding ITP 20.2, from the time of proposal opening to the time of Contract award, if a Proponent wishes to contact the Lessor on any matter related to the RFP process, shall do so in writing.
21. Clarification of Proposals	21.1	To assist in the examination, evaluation, and comparison of the proposals, and qualification of the Proponents, the Lessor may, at its discretion, ask any Proponent for a clarification of its proposal, giving a reasonable time for a response. Any clarification submitted by a Proponent that is not in response to a request by the Lessor shall not be considered. The Lessor’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Lessor in the evaluation of the proposals, in accordance with ITP 24.
	21.2	If a Proponent does not provide clarifications of its proposal by the date and time set in the Lessor’s request for clarification, its proposal may be rejected.



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



<p>24. Correction of Arithmetical Errors</p>	<p>24.1</p>	<p>Provided that the proposal is substantially responsive, the Lessor shall correct arithmetical errors on the following basis:</p> <p>(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Lessor there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p>
	<p>24.2</p>	<p>Proponents shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITP 24.1, shall result in the rejection of the Proposal.</p>
<p>25. Evaluation of Proposal</p>	<p>25.1</p>	<p>The Lessor shall use the criteria and methodologies listed in Section II Evaluation and Qualification Criteria.</p>
<p>26. Lessor’s Right to Accept Any Proposal, and to Reject Any or All Proposal</p>	<p>26.1</p>	<p>The Lessor reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time prior to contract award, without thereby incurring any liability to Proponents. In case of annulment, all proposals submitted and specifically, bid securities, shall be promptly returned to the Proponents.</p>
<p>E. AWARD OF CONTRACT</p>		
<p>27. Award Criteria</p>	<p>27.1</p>	<p>Subject to ITP 26.1, the Lessor shall award the Contract to the Proponents whose proposals has been determined to be substantially responsive to the RFP Documents and scored the highest marks from each category as specified in ITP 25.1, provided further that the Proponent is determined to be qualified to perform the Contract satisfactorily.</p>
<p>28. Notification of Conditional Award</p>	<p>28.1</p>	<p>Prior to the expiration of the period of proposal validity, the Lessor shall notify the successful Proponent, in writing, that its proposal has been accepted.</p>

	28.2	Until a formal contract is prepared and executed, the successful Proponents’ proposal and the notification of conditional award shall constitute a binding Contract.
	28.3	Within 07 (Seven) days of receipt of the Contract Agreement, the successful Proponent shall sign, date, and return it to the Lessor.
	28.4	The Lessor shall promptly respond in writing to any unsuccessful Proponents, after notification of conditional award in accordance with ITP 28.1.
29. Signing of Contract	29.1	Promptly upon notification, the Lessor shall send the successful Proponent the Contract Agreement.
	29.2	Agreement must be signed within 30 (Thirty) days of notification of Award.
30. Lease Deposit	30.1	Within 07 (Seven) days of notification and prior to execution of the signing of agreement in accordance with ITP 29.1, the successful proponent shall pay a lease deposit, equivalent to 03 (Three) month’s rent for the year 01 (One) to the account which will be notified in the Letter of Award. Promptly upon notification, the Lessor shall send the successful Proponent the Contract Agreement.
	30.2	Failure to pay the lease deposit will result in the annulment of award of contract.
31. Concept Drawing & Work Schedule	31.1	Proponent shall submit concept design along with the work schedule within 20 days from the notification of award and shall be approved prior to agreement signing
	31.2	Failure to submit concept design drawing will result in the annulment of award of contract
32. Performance Guarantee	32.1	Within thirty (30) days of the receipt of notification of award from the Lessor, the successful proponent shall furnish the Performance Guarantee.
	32.2	The Performance Guarantee amount shall be MVR 100,000.00 (Maldivian Rufiyaa One Hundred Thousand) in the same currency (ies) of the Accepted Contract. The Performance Guarantee shall be valid for 06 months from the date of Agreement signing.

SECTION II. EVALUATION AND QUALIFICATION CRITERIA

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

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

1. Lease Rate – 45%

- The lease rate will be evaluated using the Net Present Value of the proposed lease rate for the first 5 (Five) years.
- NPV will be calculated as per the following formula with the discount rate of 10%. Interested parties with the highest acceptable NPV (as per ANNEX 05) will be given a score of 100% whereby points shall be given as prorated for the other interested parties.

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

n= number of years

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

r= discount rate

- The Minimum acceptable lease rate per square foot is MVR. 30.00 (Maldivian Rufiyaa Thirty) for 05 (Five) years. Any proposal which is less than the said Minimum acceptable lease rate shall be disqualified.
- The proposed rent should be in accordance with the Letter of Price Proposal and should be clearly proposed for per square foot per month. (Rent should not be proposed on a per month basis).
- The rate proposed for each following year should not be less than the previous year’s rent. Rates proposed in any other way will result in the disqualification of the proposal.
- In evaluation of proposals procedure to eliminate the outliers as per Annex 02 shall be applied.

2. Proposed Monthly Management Fee – 15%

- Charged from café ‘operators for common facilities, common area utilities and other services provided by the FC operator to vendors.
- Higher points rewarded to lower management fees

3. Experience - 15%

- Experience will be evaluated depending on the scale of operations and number of years in operation.



4. Business Plan - 15%

- The business plan will be evaluated based on the following documents.
 - a. Company Profile
 - b. Objective and Strategies
 - c. Management, Operational and HR Plan (Including the Space Utilization)
 - d. Marketing Plan
 - e. Financial Plan

5. Financial Capability - 10%

- Evaluation will depend based on the working capital and accounting ratios.
- Proponents who scores less than 5% from financial capability will be disqualified.



SECTION III. LESSEE’S REQUIREMENT

1. Scope of Works

The lessee must be responsible for the management and the operation of the Food Court (hereinafter referred as the FC) at the ‘Rashu Maarukeytu’ in Hulhumalé’.

1.1. Selecting individual Vendors for the Stalls

Floor	Size of Area	No of Food Stalls	Vendor Selected by	Common Area to be Managed by
Ground Floor	4879.06	4	FC Operator	FC Operator
First Floor	3049.41	4	HDC	FC Operator

- (i) The FC Operator is to allot vendors to the 4 food stalls on the ground floor.
- (ii) These 4 individual vendors must provide different types of food/drinks. FC Operator may choose vendors either by announcing or via direct approach method.
- (iii) FC Operator is to ensure at least one stall provides Maldivian Cuisine and the remaining stalls provide a variety of food, desserts and drinks. International franchises or operators will not be able to tender for this project.
- (iv) The 4 food stalls on the first floor will be allotted by HDC.
- (v) All vendors are to individually manage their respective food stall.
- (vi) The Common Area is to be stocked, managed and maintained by FC Operator. For this service, FC Operator is to propose a maintenance fee, which they will charge from the 4 food stall vendors allotted by HDC.
- (vii) The FC Operator to obtain all required licenses and permits from relevant government authorities in the operation of the Food Court as well as ensure all individual Vendors obtain all required licenses and permits from relevant government authorities in the operation of the Food Stalls.

1.2. Installation of Automatic Exhaust System (Hood System)

- (i) The FC Operator should take necessary permits required from HDC and carry out all works involved in the installation of an automatic exhaust system in all 8 kitchen stalls as approved by HDC.
- (ii) Drawings for the Automatic Exhaust System will be provided by Planning Department of HDC to the awarded party.

1.3. Development of the dish wash area

- (i) FC Operator to develop the dish wash area of the FC Operator’s own expense
- (ii) The dish wash area can be designed and developed according to the requirement of the FC Operator.

1.4. Overall cleaning and maintenance



- (i) FC Operator to maintain the hygiene and consistent cleanliness of the Food Court including the foyer area, seating area, centralized washing area, storage area, hand washing area, decorative planters etc.
- (ii) The FC Operator is provided with two separate centralized washing areas on both the ground floor and the first floor to clean the trays, plates, glasses, cutleries, used by customers. This is separate from the main hand washing area available for the public. FC Operator to ensure the well-functioning of these areas at all times.
- (iii) FC Operator to ensure that the main hand washing area for customers are equipped with running water, hand washing liquid and tissues at all times.

1.5. Cleaning and maintenance of Toilets

- (i) FC Operator to maintain the hygiene and consistent cleanliness of the male, female and disabled toilets.
- (ii) FC Operator to ensure that the toilets are equipped with running water, hand washing liquid and tissue at all times
- (iii) HDC will inspect the hygiene and cleanliness of the toilets according to an inspection schedule which will be shared with the FC Operator.

1.6. Managing the Food Stalls

- (i) FC Operator to ensure all Food Stalls are equipped well with Kitchen, stall and counter staff as well as equipped with the necessary kitchenware to prepare the respective food/drink allocated for the stall.
- (ii) FC Operator to provide uniform plates, glasses and cutleries for the vendors to be used by the customers.

1.7. Managing the Food Court area

- (i) Manage the common area of the food court and ensure that the self-serving customers do not encounter problems such as overcrowding or long queues.
- (ii) Ensure that the tables are cleared away and cleaned up as soon as customers leave.

1.8. Purchasing utensils and furniture

- (i) FC Operator is required to buy utensils and furniture required for the dining area from FC operator’s own expense

1.9. Security and access control

- (i) FC Operator to ensure all stalls are safely and securely closed at the end of every day.
- (ii) FC Operator to cooperate with the security staff at the Local Market to ensure the safety of the Food Court.

1.10. Fire and safety

- (i) FC Operator to ensure that the smoke detectors and the fire alarms installed throughout the Food Court and especially in the Kitchens are up to date and functioning properly to elude all risks of fire or fire related damages.

- (ii) FC Operator to guarantee the effective functioning of hose reels and dry risers and make sure they are easily accessible at all times.
- (iii) Information regarding emergency evacuations and fire assembly points, in the event of a fire, should be displayed at the food court where customers can easily access to them.

1.11. Signage

- (i) FC Operator to ensure all Food Stall have its own name board /stall number.
- (ii) To ensure that all necessary signage within the Food Court is available at easily accessible areas including directions and signage for hand washing area, toilets, exits, etc.

1.12. Storage facilities

- (i) FC Operator will be in charge of the storage facilities and shall ensure that cold and dry foods are stored responsibly while adhering to all rules and regulations set by the FDA of Maldives.

1.13. Garbage Collection

- (i) As the Food Court will produce large amounts of fast decaying garbage, FC Operator to ensure that the garbage is taken out from all bins to the Garbage Collection Point every day before the allocated time set for Garbage Collection.
- (ii) FC Operator to ensure proper hygiene standards are met strictly to avoid health hazards and contamination especially at the garbage collection/supply deliveries area.
- (iii) FC Operator to provide large dustbins to the garbage collection area

1.14. Delivery of supplies

- (i) FC Operator to guarantee that the loading and unloading of all food deliveries take place at the loading/unloading bay at the back entrance of the building at the allocated times only.
- (ii) FC Operator to closely monitor all deliveries of supplies to ensure that loading and unloading does not get delayed thereby blocking the bay for too long, the supplies are handled with care and stored responsibly, no supply is kept anywhere they shouldn't be, and the quality of the supplies are not compromised.

1.15. Technical administration and management Staff

- (i) FC Operator to employ technical, administration and management staff for the operation of the Food Court as required.
- (ii) FC Operator will have an allocated focal point from the Real Estate Management Department of HDC to consult regarding any issues that may arise.

1.16. Plumbing, electrical and structural maintenance

- (i) FC Operator should fix any minor plumbing, electrical and structural issues on their own, at their earliest, including:



- Changing the lights of the common area (dish wash area, dining area, and the hand wash area)
 - Electrical trouble shooting of the food court common area
 - Minor plumbing works
 - Changing of the toilet fittings
 - Tiling works of the food court common area
 - Crack repairing of the food court walls
 - Staircase repairing
 - Roof and gutter repairing
 - Painting and touchup works
 - Replacement of the monsoon blinds as and when required
 - Replacement of tables and chairs at the common dining area as and when required
- (ii) FC Operator should bring any major plumbing, electrical and structural issues to the attention of HDC and HDC will direct the issues to the Building Maintenance Unit to resolve it.

1.17. Overall Electricity and Water charges

- (i) All food stalls will have separate meters for water and electricity and the individual vendors will be responsible for their own bills. FC Operator to ensure that all payments for all bills are done on time.
- (ii) FC Operator will also be responsible for the water and electricity available throughout the rest of the food court and should ensure that all payments for all bills are done on time.

1.18. Water sewer issues:

- (i) In case of a flood, plumbing leak, sewer disconnection or sewer back up, FC Operator should call the focal point from Estate, Sales and Property Management Section who will direct the issues to the Building Maintenance Unit to be resolved.
- (ii) If possible, FC Operator should turn the water valve off in the unit immediately to minimize potential damage.

1.19. Power Outages

- (i) FC Operator must ensure that in the event a power outage occurs in the building, the emergency generator will engage and emergency lighting will be provided in the common hallways, stairwell and most common areas.
- (ii) It is recommended that FC Operator maintain some battery operated flashlights, in the case of an emergency. Candles are not recommended and in the event that candles are being used, FC Operator shall ensure that extreme caution in being taken.



2. Conditions

- 2.1. The ownership of the Food Court cannot be transferred.
- 2.2. Must manage the 2 (two) floors allocated for the Food Court which is a total area of 7,928.47sqft.
- 2.3. The Food Court should be only utilized to operate the type of business proposed.
- 2.4. Must comply with all the protocols and guidelines of the relevant authorities.
- 2.5. The Food Court Operator will be completely responsible for the utility expenses of the Common Areas, operation and maintenance of the Toilets in the building.
- 2.6. The Food Court should be appropriate for all age groups
- 2.7. The Food Court must be operational and in service within 6 (six) months from the date of signing the lease agreement.
- 2.8. Must provide a detailed development schedule to HDC prior to signing of the contract.

3. Facilities available at the property

- 3.1. Electricity provision
- 3.2. Common toilets
- 3.3. ATM
- 3.4. Garbage collection area

4. Minimum Lease rate

- 4.1. When proposing monthly lease rate, the minimum rate per square foot shall be MVR 30.00 (Maldivian Rufiyaa Thirty).
- 4.2. The rate proposed for each year shall be with an increment to the previous year’s rental rate. Rates proposed not according to the RFP will result in the disqualification of the proposal.
- 4.3. FC Operator is liable to pay lease for only the ground floor area of the Food Court which is 4879.06 sqft (Annex 01).

5. Lease Period

- 5.1. The Food Court will be leased for a period of 10 (ten) years.
- 5.2. The rent will be proposed for the first 5 (five) years.
- 5.3. The rent shall be defined for the remaining term prior to the commencement of year 6 (six).
- 5.4. The first 3 (three) months from date of signing of the agreement will be given as grace period. (Do not have to pay rent during the grace period), the next 3 (three) months after the

grace period shall be a rent deferral period, where the deferred rent shall be payable in equal installments within a 6 (six) months period, once the operations commenced.

SECTION IV. BUSINESS PROPOSAL REQUIREMENT

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

1. Price Proposal Form (As in ANNEX 05)

2. Bid Security (As in ANNEX 03/04)

3. Legal Documents:

- (a) Copy of Business Registration Certificate
- (b) Copy of GST Registration Certificate (for the relevant and similar work)
- (c) Copy of Tax clearance report or GST & BPT return voucher from MIRA for the past 2 (two) years (GST & BPT). If the business is in operation for less than 2 years, this document shall be submitted for the applicable duration. For start-ups less than 3 months, this is not required.
- (d) Copy of Trade Permit (for the relevant and similar work)
- (e) If a Partnership; Partnership Profile Documents.
- (f) If a Company; Memorandum and Articles of Association of the Company.
- (g) If a Company; Board Resolution of the Company confirming Board of Director’s approval for proposed work.
- (h) Information of the Proponent’s authorized representative employed to carry out the works, preferably fulltime personnel of the proponent. The proponent shall provide the name, address, contact number, email address and details of the authorized representative who will liaise with Lessor on behalf of the Proponent.
- (i) Power of Attorney to sign on behalf of the Proponent in accordance with ITP 15.2.

4. Financial Documents;

- (a) 6 months bank statement (if less than 1 year of operation) (seal not required).
- (b) Audited Financial Statements of the past one (01) year (only (authorized by a certified audit firm / individual, as instructed in the MIRA guideline), if;
 - more than 1 year of operation
 - annual revenue exceeds MVR. 10, million (as per MIRA guideline)
- (c) Source of funding (Should specify whether internal or external funding).



5. Business Plan:

(a) Business Plan shall include, but not limited to the following

- a. Company Profile
 - i. Vision
 - ii. Mission
 - iii. Objectives
- b. Marketing Plan
 - i. Products and Services
 - ii. Target market
 - iii. Sales and promotional strategy
 - iv. Pricing strategy
- c. Management, Operational and HR Plan
 - i. Staffing strategy
 - ii. Operating Hours
 - iii. Organization Structure (if any)
 - iv. Commencement of Operations Time-line
- d. Financial Plan
 - i. Financial Forecast
 - ii. Indicators
 - iii. Investment Value
 - iv. Source of Funding

6. Experience in Relevant Field

(a) Proponent shall submit documents proving their experience and scale of operation in relevant field.

7. RFP Document Checklist

(a) Checklist should be attached as per Annex 05 outside the sealed envelope



Annex 01- Drawings (location map / plot map / unit map)

Floor	Area (Sqft)
Ground Floor	4879.06
First Floor	3049.41
Total	7,928.47





PLANNING & DEVELOPMENT DEPARTMENT

FOOD COURT

GENERAL & UNIT FRONTAGE GUIDELINES

OCTOBER 2019



1. INTRODUCTION

This document is intended to communicate the standards and the guidelines to be followed by the tenant occupying the food court

2. GENERAL GUIDELINES

- Frontage refers to the front side of the units (K-1 to K-8), facing towards the seating area
- Any onsite works should be carried after HDC approves the design drawings.

3. UNITS & FAÇADE

- All kitchen furniture shall be designed and fixed by tenant.
- The operator should carry out all works involved in the installation of an automatic exhaust system in all 8 kitchen stalls.
- All unit frontages shall be designed by the tenant in coherence with the brand.
- The stall number given for each unit should be displayed at the top left corner (refer to front elevation) of all units.
- Name board should not be projected out to the seating area from the façade. Any name board or signage should be fixed directly to the give area on the façade. (refer to front elevation)
- The branding design for each unit shall be done inside the counter of the given stall.
- If a tenant needs to install a security camera, a dome type camera is allowed to be placed inside the stall.

4. SEATING

- Seating furniture shall only be limited to the seating area indicated on the floor plans.
- All seating furniture shall be arranged in a manner that provide easy maneuvering and accessibility.
- All chairs shall be movable and weather suitable.
- Furniture in seating area shall maintain a minimum distance of 1.2m from all unit frontages.

5. CENTRALIZED WASHING AREA

- All kitchen furniture shall be designed and fixed by tenant.
- The operator should carry out all works involved in the installation of an automatic exhaust system in the centralized washing areas.

6. SUBMISSION REQUIREMENT

Drawings should be submitted to HDC for approval. Below are the minimum requirements required for approval

- Drawings showing the design and fixing details of unit frontages and name board.
- Drawings showing the interior design and details of all units.
- Drawings of any changes proposed to the existing property.
- Drawings of the seating area furniture and furniture arrangement.
- Proposed drawings for automatic exhaust system for all kitchen units and common washing areas.

7. OTHERS

- The tenant should be responsible for any damages incurred to the property and/or its users in installing / modifying any component of the unit.
- Drilling of any structural elements is prohibited.
- Existing furniture and fittings inside should not be removed. If any is removed it should be handed back to HDC.
- If the tenant wants to improvise the existing furniture, an approval must be attained from HDC to proceed.
- An approval should be attained if there need be any alterations to the building services such as electrical or plumbing and sewage.



A handwritten signature in black ink is located in the bottom right corner, overlapping the HDC logo. The signature is stylized and appears to be the name of an official.

LOCAL MARKET & FOOD COURT

OCTOBER 2019



LOCAL MARKET & FOOD COURT HULHUMALE

The drawing, concept and design contained are the property of HDC. Use of any kind or copy of whole or part of this drawing, concept or design or use on other project, without prior written consent of HDC is strictly prohibited.

DESIGNER: _____
DRAWN BY: _____
NAME: MALATHI HAMEED
Architectural

REVISION	NAME	DATE
01	OCTOBER 2019	

SCALE: _____ SHEET NO: _____

CHECKED BY: _____
NAME: _____
Architectural

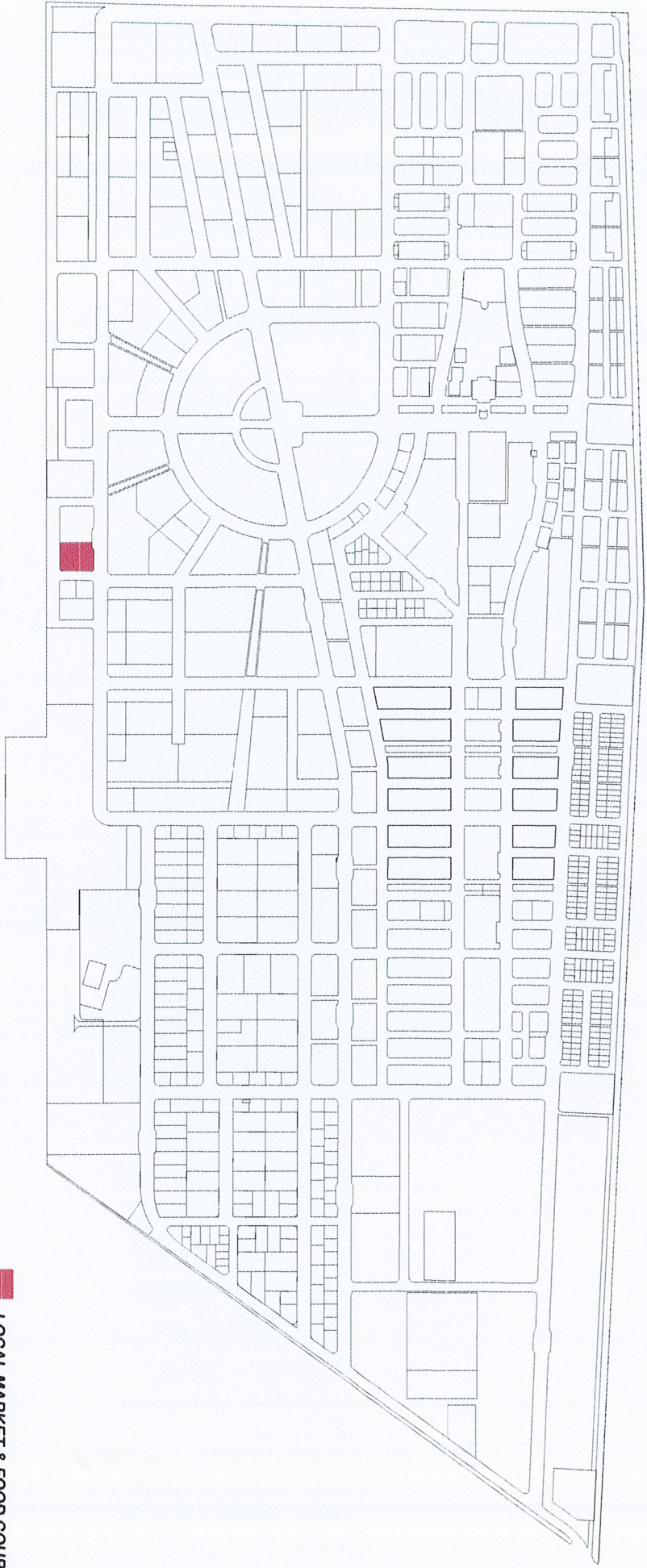
NAME: _____
Structural


NAME: _____
Mechanical & Electrical

NAME: _____
Communication

APPROVED BY: _____
NAME: _____
DATE: _____

SHEET COMMENT: _____
ER PAGE



 LOCAL MARKET & FOOD COURT



[Handwritten signature]

DESIGNER: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____ SHEET COMMENT: _____ PAGE NO. _____

**LOCAL MARKET & FOOD COURT
HULHUALE**

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MALATHI HAMEED Architectural
NAME Structural

01 OCTOBER 2016
REVISION
NAME DATE
SCALE: _____ SHEET NO: _____

NAME Architectural
NAME Structural
Electrical & Mechanical Communication

NAME DATE

LOCATION MAP

LOCAL MARKET & FOOD COURT
 HILIMUMALE

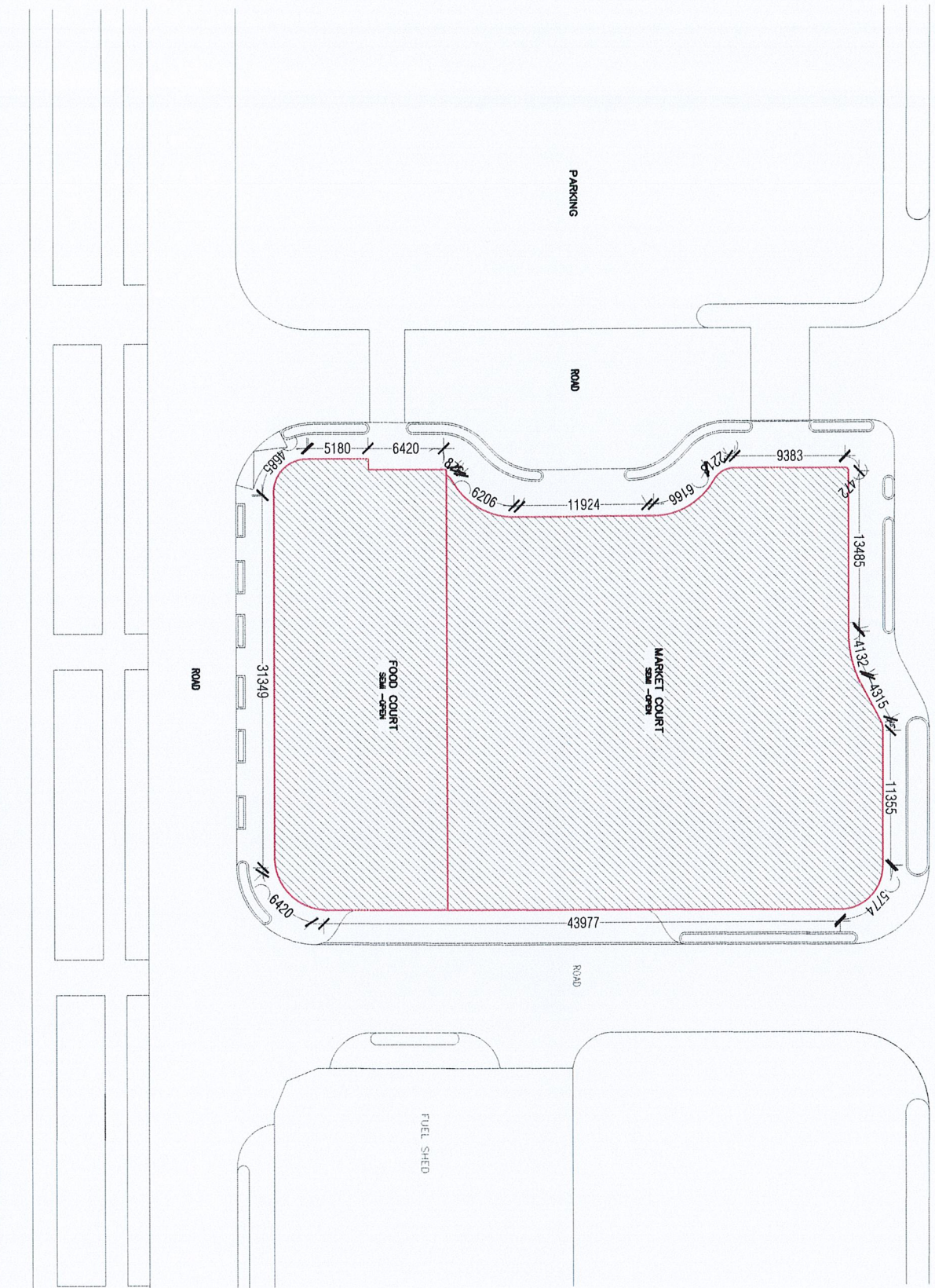
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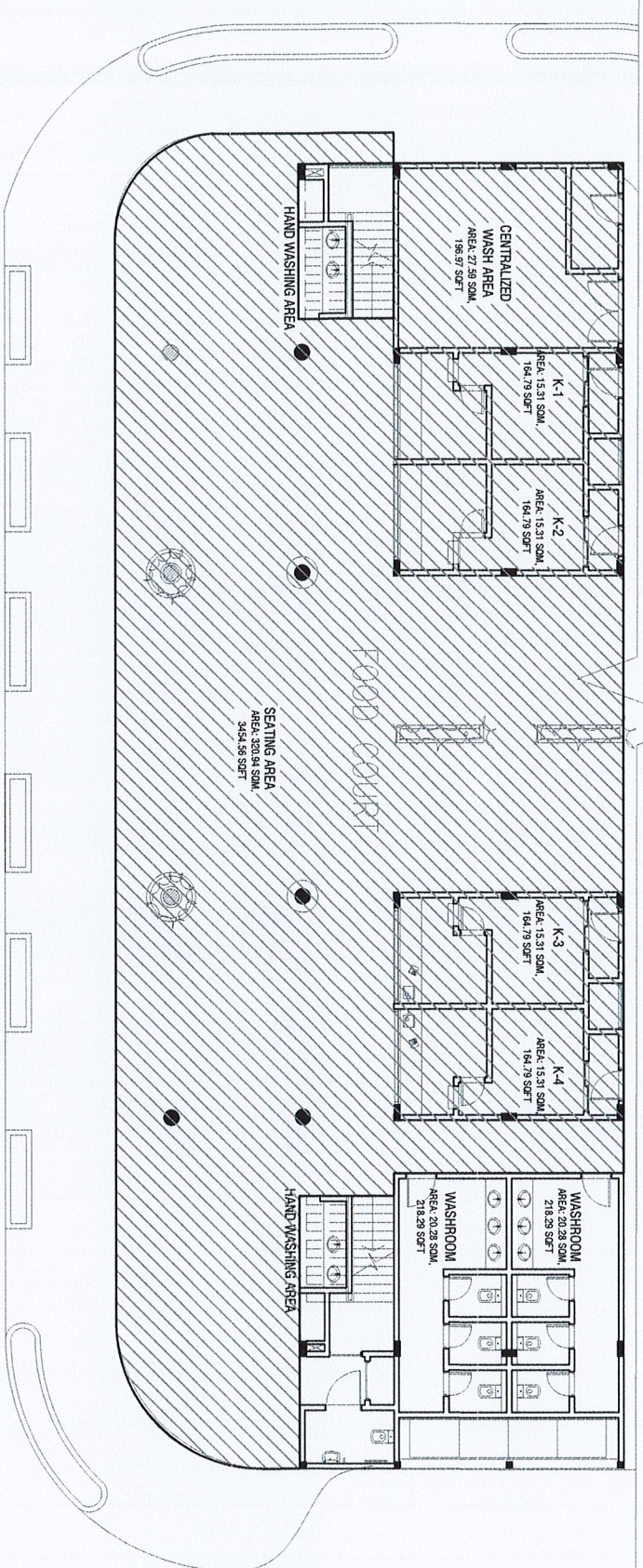
DESIGNER:	DESIGNER:
MALATHI HAMEED Architectural	MALATHI HAMEED Structural

DESKMAN BY:	DATE:
01 OCTOBER 2016	
REVISION:	DATE:
SCALE:	SHEET NO.:

CHECKED BY:	CHECKED BY:
Architectural	Structural
Electrical & Mechanical	Communication

APPROVED BY:	APPROVED BY:
NAME	NAME
DATE	DATE



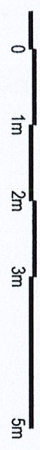


LEASABLE AREA: 453.28 Sqm, 4879.06 Sqft

LEASABLE AREA

GROUND FLOOR LAYOUT

SCALE 1:200



PLANNING AND DEVELOPMENT DEPARTMENT
THIRD FLOOR, HDC BUILDING, HUHUMALE
REPUBLIC OF MALDIVES
TEL: +960(33)36363, FAX: +960(33)39897
EMAIL: planning@hdc.com.mv

**LOCAL MARKET & FOOD COURT
HUHUMALE**

The drawing, concept and design, contained are the property of HDC. Use of any kind of copy of whole or part of this drawing for any other project or site other than that specified on the drawing is strictly prohibited.

DESIGNER:

MALATHI HAMEED
Architectural

DRAWN BY:

NAME
01 OCTOBER 2016
REVISION
NAME
SCALE

CHECKED BY:

NAME
Architectural
NAME
Structural
DATE

APPROVED BY:

NAME
DATE

SHEET CONTENT:

GROUND FLOOR
TEAM

PAGE NO.

A03



Annex 02

Procedure to Eliminate outliers

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

Minimum Acceptable NPV per Square foot

Step 1: Comparison of NPV of acceptable proposals

Proponent	NPV
Proponent 1	
Proponent 2	
Proponent 3	
Proponent 4	
Proponent 5	
Proponent 6	
Proponent 7	
Proponent 8	
Proponent 9	
Proponent 10	

Step 2: Calculating Quartile Range

LQ
UQ
IQR

Step 3: Calculating Acceptable Range

LB
UB

Note:

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



Annex 03

Bid Security Format

WHEREAS, (*name of Proponent*) (hereinafter called “the Proponent”) has submitted their bid dated (*date of submission of bid*) to Lease the Food Court from ‘Rashu Maarukeytu’ in Hulhumalé (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We (*name of bank*) having our registered office at (*address of bank*) (hereinafter called “the Bank”) are bound unto the Housing Development Corporation Ltd of the Republic of Maldives, registration number C-793/2008 (hereinafter called “the Unit Owner”) in the sum of *MVR 15,000.00 (Maldivian Rufiyaa Fifteen Thousand)* for which payment well and truly to be made to the said Unit Owner, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this Day of 2019.

THE CONDITIONS of this obligation are:

1. If the Proponent

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

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

(a) Refuses to accept the award;

(b) Fails or refuses to pay lease deposit, which is (equivalent to three month’s rent) proposed by the Proponent; or

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

(d) The Bid Security can be converted as Lease deposit payment with the balance, upon the request by the Proponent

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

This Guarantee will remain in force up to and including the date (date) 120 days from (date of bid submission) after the deadline for submission of this Guarantee or as it may be extended by the Unit Owner, notice of which extension(s) shall be given to the Bank. Any demand in respect of this Guarantee shall reach the Bank not later than the above date.

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

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

(Seal and signature of the bank / financial institution)

Note: The Bid Security should be of MVR 15,000.00 (Maldivian Rufiyaa Fifteen Thousand) and should remain in force for 120 days, commencing from 06th January 2020.



Annex 04

Bid Security (in cash) Form

WHEREAS, (*name of Proponent*) (hereinafter called “the Proponent”) has submitted their bid dated (*date of submission of bid*) to Lease the Food Court from ‘Rashu Maarukeytu’ in Hulhumalé (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that the Proponent having its registered office at (*address of proponent’s business*) is bound unto the Housing Development Corporation Ltd of the Republic of Maldives, registration number C-793/2008 (hereinafter called “the Unit Owner”) in the sum of MVR 15,000.00 (*Maldivian Rufiyaa Fifteen Thousand*) made to the said Unit Owner, in cash.

THE CONDITIONS of this obligation are:

1. If the Proponent

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

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

(a) Refuses to accept the award;

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

(c) Fails to submit the Performance Guarantee; or

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

(The Proponent) undertake to pay to the Unit Owner up to the above amount, in the event of the occurrence of any of the above stated conditions, the Unit Owner has the right to claim the amount, without having to substantiate his demand.

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

(Seal and signature of the Proponent)

Note: The Bid Security should be of MVR 15,000.00 (Maldivian Rufiyaa Fifteen Thousand) and should remain in force for 120 days, commencing from 06th January 2020.



Annex 05

LETTER OF PRICE PROPOSAL

Date: _____

Proposal Reference No: _____

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

We, the undersigned, declare that:

- (b) We have examined and have no reservations to the Request for Proposal (RFP) documents including all addenda issued in accordance with Instruction to Proponents (ITP) 6.
- (c) We meet the eligibility requirements and have no conflict of interest in accordance with ITP 3;
- (d) We have not been suspended nor declared ineligible by the Lessor in accordance with ITP 3.5.
- (e) We have no litigation history and non-performance of a contract in accordance with ITP 3.6 and ITP 3.7.
- (f) We, (insert *company name and company registry number*), offer to operate (Type of business) in Hulhumalé’.
- (g) We undertake, to pay the proposed rent for the 05 (Five) years, where proposal is accepted. The Proposed lease rent of our proposal is:

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

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

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

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

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

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



- (h) Our proposal shall be valid for a period of 120 (One Hundred and Twenty) days from the date of proposal submission deadline in accordance with RFP document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (i) We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (j) We understand that Lessor is not bound to accept the highest evaluated proposal or any proposal that may receive.

Proponent:

Name:

(Seal)

Address:

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

Name:

Title:

Signature:

Date:



Annex 06 - Proposal Checklist

Please attach this checklist outside the sealed envelope of the Proposal

Proponent	For HDC use	
<input type="checkbox"/>	<input type="checkbox"/>	Information of the Proponents Authorized Representative
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Business Registration Certificate (Only for Companies)
<input type="checkbox"/>	<input type="checkbox"/>	If a Company; Board Resolution (As in Section IV 3 (e))
<input type="checkbox"/>	<input type="checkbox"/>	Bid Security (As in Annex 03 or Annex 04)
<input type="checkbox"/>	<input type="checkbox"/>	Letter of Price Proposal (As in Annex 05)
<input type="checkbox"/>	<input type="checkbox"/>	Checklist Attached Outside Sealed Proposal (As in Annex 06)

Note:

- Any proposal without the specified documents as stated in the Annex 05 of RFP will be rejected at the time of proposal opening.

