



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/2020/113

ANNOUNCEMENT DATE: 02nd July 2020

PROPOSAL SUBMISSION DEADLINE: 10th August 2020



REQUEST FOR PROPOSALS (RFP)

Date: 02nd July 2020

Reference No: HDC (161)-EM/IU/2020/113

1. Housing Development Corporation Ltd. (HDC) is seeking parties to “**Lease of 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 and www.properties.hdc.com.mv.
3. Proposal must be submitted on 10th August 2020 and must be accompanied by a Bid Security, in accordance with the Instructions to Proponents.
4. Process and Schedule of Critical Dates:

Process	Date and Venue	Details of the Process
Announcement	02 nd July 2020	- Will be uploaded in HDC’s website along with RFP
Registration	Before 16 th July 2020, 12:00 hrs	- Interested parties can register during this period - Only the registered parties shall be invited to clarification webinar and proposal submission. - For registration, fill out the following form: https://bit.ly/3ePQOt7
Information clarification through Webinar	<u>Date and Time shall be shared with the registered parties</u>	- Only the registered parties shall be invited to the information clarification session.
Enquiries	Before 22 nd July 2020 13:00 hrs.	- Enquiries to be submitted <u>only</u> via email to sales@hdc.com.mv
Submission of Proposal	10 th August 2020 <u>Venue and time to be announced at a later date</u> Proposal Opening time and process will be informed later	- The Bid Security form and the Price Proposal form must be submitted before the deadline - Details of the Proposal Submission procedure shall only be shared with the registered parties.
Proposal Opening	10 th August 2020 <u>Venue and time to be announced at a later date,</u> Proposal Opening time and process will be informed later	- With respect to the ongoing COVID-19 pandemic, details of the proposal opening time and process will be shared with the registered parties only.

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 of 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/2020/113</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>

		<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>
<p>3. Eligible Proponents</p>	<p>3.1</p>	<p>A Proponent must be a registered business (sole trader, partnership or a limited liability company) - subject to ITP 3.2</p>
	<p>3.2</p>	<p>Proponent should be locally registered at the relevant authority.</p>
	<p>3.3</p>	<p>A Proponent shall not have a conflict of interest. Any Proponent found to have a conflict of interest shall be disqualified. A Proponent may be considered to have a conflict of interest for the purpose of this RFP process, if the Proponent:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control of another Proponent; or (b) receives or has received any direct or indirect subsidy from another Proponent; or (c) has the same legal representative as Owner; (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 (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</p>	<p>A Proponent shall not be under suspension from proposal</p>

		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. Product Details and Conditions • 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 via email to the Lessor’s address specified in the ITP 5.2 or raise its enquiries during the Clarification Meeting Webinar if provided for in accordance with ITP 5.3. The Lessor will respond in writing to any request for clarification, provided that such request is received no later than four (4) days prior to the deadline for submission of proposal. The Lessor shall promptly publish its response at the web page identified in the ITP 5.2. Should the clarification result in changes to the essential elements of the RFP Documents, the Lessor shall amend the RFP Documents

		following the procedure under ITP 6 and ITP 17.3.
	5.2	For clarification purposes only, the Lessor’s address is: Real Estate Management Housing Development Corporation Ltd. Third Floor, HDC Building Hulhumalé, Maldives E-mail: sales@hdc.com.mv Webpage: www.hdc.com.mv
	5.3	Interested parties can register for the Clarification session during the specified period. Only the registered parties will be invited for the Clarification Session. The time, date and venue of the Clarification Session shall be announced at a later date.
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.




<p>9. Documents Comprising the Proposal</p>	<p>9.1</p>	<p>The Proposal shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Price Proposal Form in accordance with Annex 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.
<p>10. Letter of Price Proposal</p>	<p>10.1</p>	<p>The Letter of Price Proposal shall be prepared using the relevant forms furnished in Annex 04. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITP 15.2. All blank spaces shall be filled in with the information requested.</p>
	<p>10.2</p>	<p>The Proponent shall quote prices conforming to the requirements specified in Section II and Section III and fill in Price Proposal Form in accordance with Annex 04;</p>
<p>11. Documents Comprising the Business Proposal</p>	<p>11.1</p>	<p>The Proponent shall furnish a Business Proposal including Price Proposal form, Bid Security, Legal documents, Financial documents, Operational 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.</p>
<p>12. Currencies of Proposal</p>	<p>12.1</p>	<p>The currency(ies) of the proposal are to be quoted in Maldivian Rufiyaa (MVR)</p>
<p>13. Period of Validity of Proposals</p>	<p>13.1</p>	<p>Proposal shall remain valid for a period of One Hundred and Eighty (180) days after the proposal submission deadline date prescribed by the Lessor in accordance with ITP 17.2. A proposal valid for a shorter period shall be rejected by the Lessor as non-responsive.</p>
<p>14. Bid Security</p>	<p>14.1</p>	<p>The Bidder shall furnish as part of its proposal, a bid security in original form bid security, in the amount of MVR 100,000.00 (Maldivian Rufiyaa One Hundred Thousand).</p>
	<p>14.2</p>	<p>The Bid Security shall be valid for 180 (One Hundred and Eighty) days beyond the deadline for submission of Proposals.</p>

	14.3	The bid security shall be a demand guarantee in forms of an unconditional guarantee issued by a locally registered Bank or financial institution (such as an insurance, bonding or surety company). The bid security shall be submitted using the Bid Security Format included in Annex 03.
	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</p>

		<p>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/2020/113</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> <p>(e) bear the registration number and the stamp (where applicable)</p> <p>(f) bear a warning not to open before the time and date for proposal opening.</p>
<p>17. Deadline for Submission of Proposal</p>	<p>16.3</p>	<p>If all envelopes are not sealed and marked as required, the Lessor will assume no responsibility for the misplacement or premature opening of the proposal.</p>
	<p>17.1</p>	<p>Proposals must be received by the Lessor at the address no later than the date and time specified in the ITP 17.2. Proponents do not have the option to submit their proposals electronically.</p>
	<p>17.2</p>	<p>For proposal submission purpose only,</p> <p>With respect to the ongoing COVID-19 pandemic, details of the proposal opening time and process will be shared with the registered parties only.</p> <p>The deadline for proposal submission is:</p> <p><u>Date: 10th August 2020</u></p>
<p>18. Late Proposal</p>	<p>17.3</p>	<p>The Lessor may, at its discretion, extend the deadline for the submission of proposals by amending the RFP Documents in accordance with ITP 6, in which case all rights and obligations of the Lessor and Proponents previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p>18. Late Proposal</p>	<p>18.1</p>	<p>The Lessor shall not consider any proposals that arrives after the deadline for submission of proposal specified in ITP 17.2. Any proposal received by the Lessor after the</p>

		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	For proposal submission and opening purpose only, With respect to the ongoing COVID-19 pandemic, details of the proposal opening time and process will be shared with the registered parties only. The deadline for proposal submission is: <u>Date: 10th August 2020</u>
	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.
	19.5	Due to the COVID-19 pandemic and the safety measures implemented by the HPA and the Government of Maldives, the Proposal Submission Procedure is subject to change. Based on the situation by the date of proposal submission, a submission procedure that complies with the HPA guidelines will be announced on our website and shared with all the registered parties via email.
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.
22. Deviations, Reservations, and Omissions	22.1	During the evaluation of proposal, the following definitions apply: (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.
23. Determination of Responsiveness	23.1	The Lessor’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself, as defined in ITP 9.1.



	23.2	A substantially responsive proposal is one that meets the requirements of the RFP Documents without material deviation, reservation, or omission.
	23.3	<p>A substantially responsive proposal is one that meets the requirements of the RFP Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</p> <p>(ii) limit in any substantial way, inconsistent with the RFP Documents, the Lessor’s rights or the Proponent’s obligations under the proposed Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Proponents presenting substantially responsive proposal.</p>
	23.4	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.
24. Correction of Arithmetical Errors	24.1	<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>
	24.2	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.
25. Evaluation of Proposal	25.1	The Lessor shall use the criteria and methodologies listed in Section II Evaluation and Qualification Criteria.
26. Lessor’s Right to Accept Any Proposal, and to Reject Any or All Proposal	26.1	The Lessor reserves the right to accept or reject any proposal, and to annul the RFP process and reject all 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.
E. AWARD OF CONTRACT		
27. Award Criteria	27.1	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.
28. Notification of Award	28.1	Prior to the expiration of the period of proposal validity, the Lessor shall notify the successful Proponent, in writing, that its proposal has been accepted.
	28.2	Until a formal contract is prepared and executed, the successful Proponents’ proposal and the notification of award shall constitute a binding Contract.
	28.3	Within 07 (Seven) days of receipt of the Contract Agreement, the successful Proponent shall sign, date, and return it to the Lessor.
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. 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 07 (seven) 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 – 50%

- The lease rate will be evaluated using the Net Present Value of the proposed lease rate for Year 02 (two) to Year 05 (five).
- 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 04) will be given a score of 50% 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 (Year 2 to Year 5)

r= discount rate

- Lease rate shall be fixed at MVR 20.00 (Maldivian Rufiyaa Twenty) for Year 01 (one).
- Proponent shall propose a minimum lease rate (Minimum Guarantee Amount) of MVR 25.00 (Maldivian Rufiyaa Twenty-Five) per square feet starting from Year 02 (two) to Year 05 (five).
- Any proposal which is less than or equal to the said lease rate shall be disqualified. The Minimum Lease rate (Minimum Guarantee Amount) shall be revised after Year 05 (five).
- Starting from Year 06 (six) to Year 15 (fifteen), the minimum lease rate (Minimum Guarantee Amount) will be revised every five years using the formula: $P(1+i+5\%)$, where P=preceding year's lease rate, and i= cumulative inflation for the previous 05 (five) years.
- The proposed rent should be in accordance with the Letter of Price Proposal and should be clearly proposed for per square feet per year. (Rent should not be proposed on a per month basis).
- The rate proposed for Year 02 (two) to Year 05 (five) shall be equal or higher than the previous year's lease rate. Rates proposed not according to the RFP will result in the disqualification of the proposal.
- In evaluation of proposals procedure to eliminate the outliers as per Annex 02 shall be applied.



2. Operational Plan - 20%

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

- FC Operation, management and human resources details.
- Project Schedule (Work schedule or timeline)
- The proponent should mention the facilities and services included in the Food Court.
- Shall include concept drawing or space utilization plan

3. Experience - 15%

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

4. Financial Capability - 15%

- 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. PRODUCTS DETAILS AND CONDITIONS

1. Business Model

The Food Court (hereinafter referred as the FC), will be leased on a revenue sharing model, where the lease rate for Year 1 shall be fixed at MVR.20 per square feet, and from Year 2 to Year 5, the tenant shall pay the minimum proposed lease rate (which shall be the Minimum Guarantee Amount) as per Section II, sub clause 1 of this RFP or 5% of the net sales revenue, whichever is higher. FC Operation is liable to pay HDC the minimum guarantee amount (the proposed monthly lease rate), even if the FC Operator does not make any sales revenue from the operation of the FC.

1.1. Net Sales Revenue in this context means:

- The total revenue earned from sales in a month, or a lesser period on pro rata basis;
- Any revenues billed but not accrued, accrued but not billed and any revenues billed but not received, less any applicable taxes payable under the Agreement;
- Taxes, including value added taxes, required to be collected by Tenant and levied as per the Applicable Laws, in connection with the operation of the food court

2. Scope of Works

The lessee must be responsible for the management and the operation of the FC at the ‘Rashu Maarukeytu’ in Hulhumalé’.

2.1. Disclosure of Financial Documents/ Reports

- (i) Reporting Revenue and Disclosure of Information
- (ii) Monthly sales reports shall be submitted to HDC signed by an authorized signatory.
- (iii) The FC Operator shall install a POS system which is acceptable to HDC.
- (iv) FC Operator shall submit annual audit reports of the Food Court.
- (v) FC operator shall submit quarterly GST reports.
- (vi) HDC shall have the discretion to audit the FC Operators financial reports and business operations of the Food Court at any given time.

2.2. Selecting individual Vendors for the Stalls

- (i) The FC Operator may sublease the individual stall to third party vendors.
- (ii) The FC Operator shall manage the overall running of all stalls.
- (iii) 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.

2.3. Development of the dish wash area

- (i) FC Operator to develop the dish wash area in the provided space.
- (ii) The dish wash area can be designed and developed according to the requirement of the FC operator.

2.4. 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.

2.5. 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, kitchens, 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 and hand washing liquid at all times.

2.6. Cleaning and maintenance of Toilets

- (i) FC Operator to maintain the hygiene and consistent cleanliness of the male, female and toilets for the disabled.
- (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.

2.7. 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 shall provide uniform plates, glasses and cutleries for the vendors to be used by the customers.



2.8. 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.

2.9. 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 may hire security staff to ensure the safety of the Food Court and the leased area.

2.10. 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) 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.

2.11. 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.

2.12. 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.

2.13. 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.



2.14. 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 should not be, and the quality of the supplies are not compromised.

2.15. 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 Property Management Section of Real Estate Management Department of HDC to consult regarding any issues that may arise.

2.16. Plumbing, electrical and structural maintenance

- (i) FC Operator should fix any minor plumbing, electrical and structural issues on their own as soon as any issue arises.
- (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.
- (iii) Any major rectification work pertaining to misuse by any of the food stall operators has to be rectified by FC operator under the guidance and supervision of Building Maintenance Unit of HDC.

2.17. 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.

2.18. 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 Property Management Section of Real Estate Management Department 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.



2.19. Power Outages

- (i) 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 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 necessary pre-cautions are taken.

3. Conditions

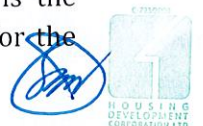
- 3.1. The ownership of the Food Court cannot be transferred.
- 3.2. Must operate the 2 (two) floors allocated for the Food Court which is a total area of 7,929.12 Sqft.
- 3.3. The Food Court should be only utilized to operate the type of business proposed.
- 3.4. Must comply with all the protocols and guidelines of the relevant authorities.
- 3.5. 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.
- 3.6. The Food Court should be appropriate for all age groups
- 3.7. The units shall provide service within 6 (six) months from the date of signing the lease agreement.
- 3.8. Must provide a detailed development schedule to HDC prior to signing of the contract.
- 3.9. The tenant shall not have any overdue payments to HDC

4. Facilities available at the property

- 4.1. Electricity provision
- 4.2. Common toilets
- 4.3. ATM
- 4.4. Garbage collection area

5. Minimum Lease rate

- 5.1. Lease rate shall be fixed at MVR 20.00 (Maldivian Rufiyaa Twenty) for Year 01 (one).
- 5.2. Proponent shall propose a minimum lease rate of MVR 25.00 per square feet from Year 02 (two) to Year 05 (five). Starting from Year 02 (two) onwards, the proponent shall pay the proposed monthly lease rate (the Minimum Guarantee Amount), or 5% of the net sales revenue, whichever is higher. Any proposal which is less than or equal to the said lease rate shall be disqualified.
- 5.3. After the first 5 (five) years, the rent (the Minimum Guarantee Amount) shall be revised every 5 (five) years, based on market inflation using the following formula:
- 5.4. Monthly lease rate for the following 5 (five) years = $P(1+i+5\%)$, where ‘P’ is the preceding year’s monthly lease rate, and where ‘i’ is the cumulative inflation for the previous 5 (five) years.



5.5. Rates proposed not according to the RFP will result in the disqualification of the proposal.

6. Lease Period

6.1. The Food Court will be leased for a period of 15 (fifteen) years.

6.2. The rent shall be proposed by the proponent from Year 2 (two) to Year 5 (five).

7. Grace Period

7.1. 6 (six) months from date of signing of the agreement will be given as grace period.
(Does not have to pay rent during the grace period)



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 04)

2. Bid Security (As in ANNEX 03)

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. (As in Annex 05)
- (i) Power of Attorney to sign on behalf of the Proponent in accordance with ITP 15.2.

4. Financial Documents;

- (a) 6 (six) 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. Operational Plan:

- (a) The proponent shall submit an operational plan as per the instructions given in Section II, sub-section 2 of this RFP.

6. Experience in Relevant Field

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

7. RFP Document Checklist

- (c) Checklist should be attached as per Annex 06 outside the sealed envelope



Annex 01
Drawings (location map / plot map / unit map) and Guideline

Floor	Area (Sqft)	Minimum Lease Rate per Sqft	Bid Security Amount (MVR)
Ground Floor	4,879.06	MVR 25 (from Year 02 to Year 05)	100,000.00
First Floor	3,050.06		



LOCAL MARKET & FOOD COURT

JULY 2020

DATE	_____
SCALE	_____
SHEET NO.	_____

[Signature]

CHECKED BY:

NAME	Architectural
NAME	Structural
NAME	Communi
NAME	Mechanical

DRAWN BY:

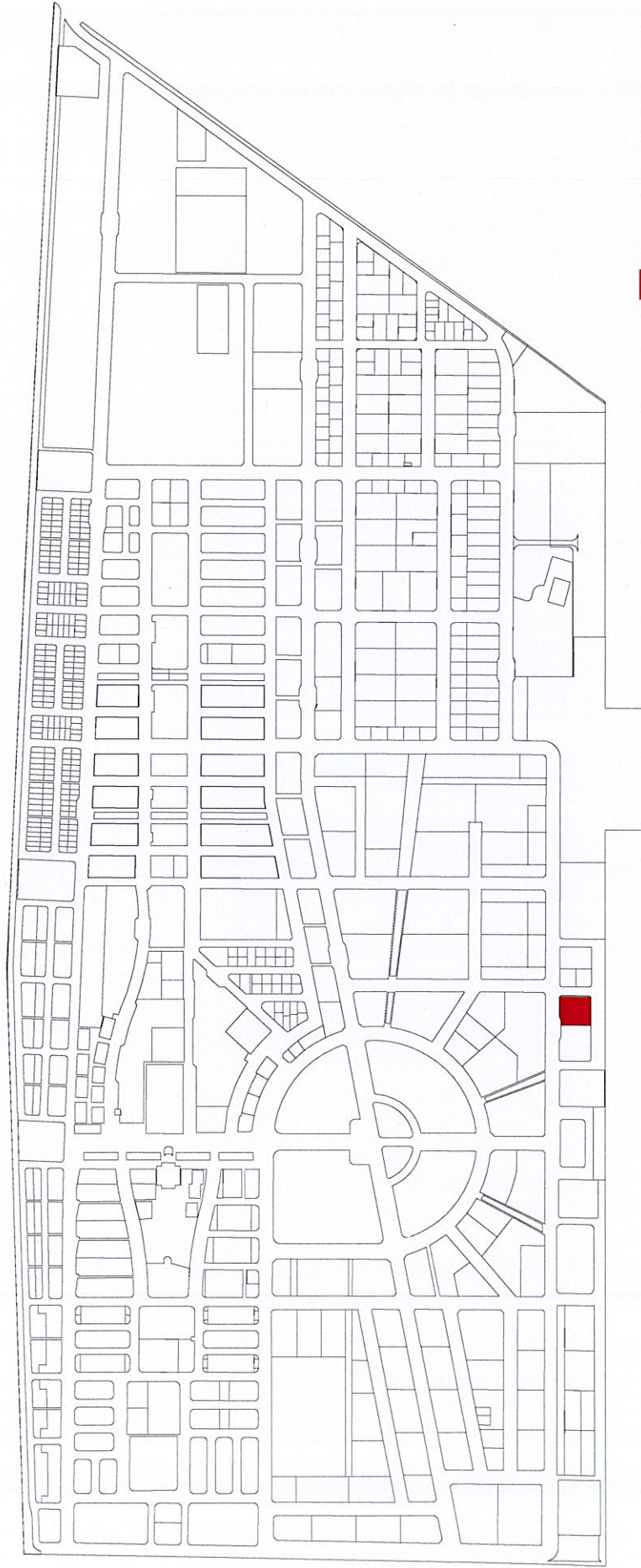
NAME	_____
DATE	_____
SCALE	_____
SHEET NO.	_____

DESIGNER:

NAME	NAJATH HAMEED
NAME	Structural

LOCAL MARKET & FOOD COURT HULHUMALE'

The drawings, concept and design contained herein are the property of the Housing Development Corporation of Maldives. No part of this drawing, concept or design or use on any other projects or sites strictly prohibited.



LOCAL MARKET & FOOD COURT

HEET	Te T
	- 11 -

[Handwritten Signature]

CHECKED BY:	NAME	NAME
	Architectural	Structur I
	Electrical & Mechanical	Communi I I

DESIGNED BY:	NAME	DATE
	01 OCTOBER 2016	
	NAME	DATE
SCALE:	SHEET NO.	

DESIGNER:	NAME
	NAJATH HAMEED
	Architectural
	Structural

LOCAL MARKET & FOOD COURT
HULHUMALE'

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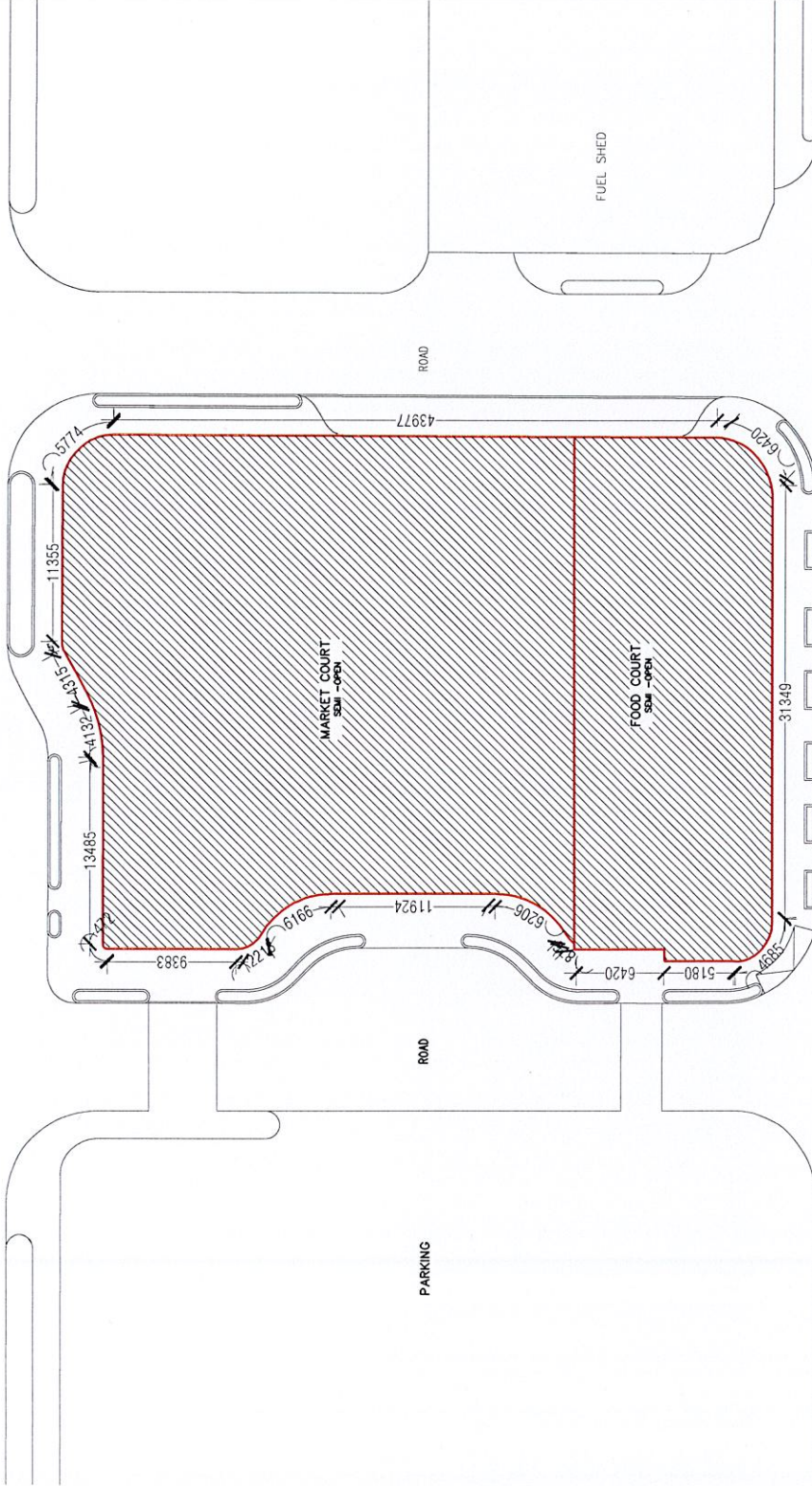
HOUSING DEVELOPMENT CORPORATION

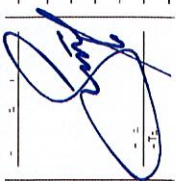
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MINISTRY OF HOUSING AND COMMUNITY DEVELOPMENT
REPUBLIC OF MALDIVES

TEL: + (960) 3358892
FAX: + (960) 3358892
EMAIL: planning@hdc.com.mv



FITHUROANU MAGU



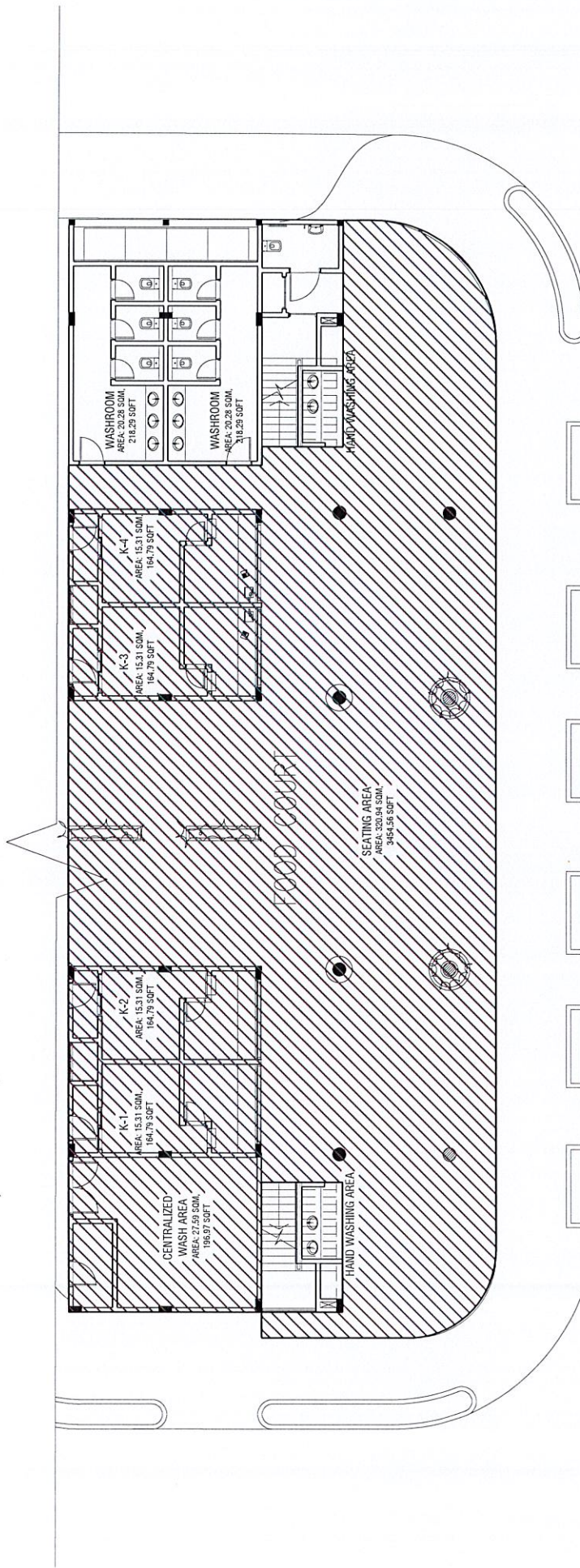
Checked By: 

NAME: NALIATH HAMEED
 Architectural
 Struct # 1
 Comm # 1 1
 Electrical & Mechanical

Drawn By: NAME: _____
 01 OCTOBER
 2018
 REGION: _____
 NAME: _____ DATE: _____
 SCALE: _____ SHEET NO: _____

Designer: NAME: NALIATH HAMEED
 Architectural
 Structural

LOCAL MARKET & FOOD COURT HULHUMALE'
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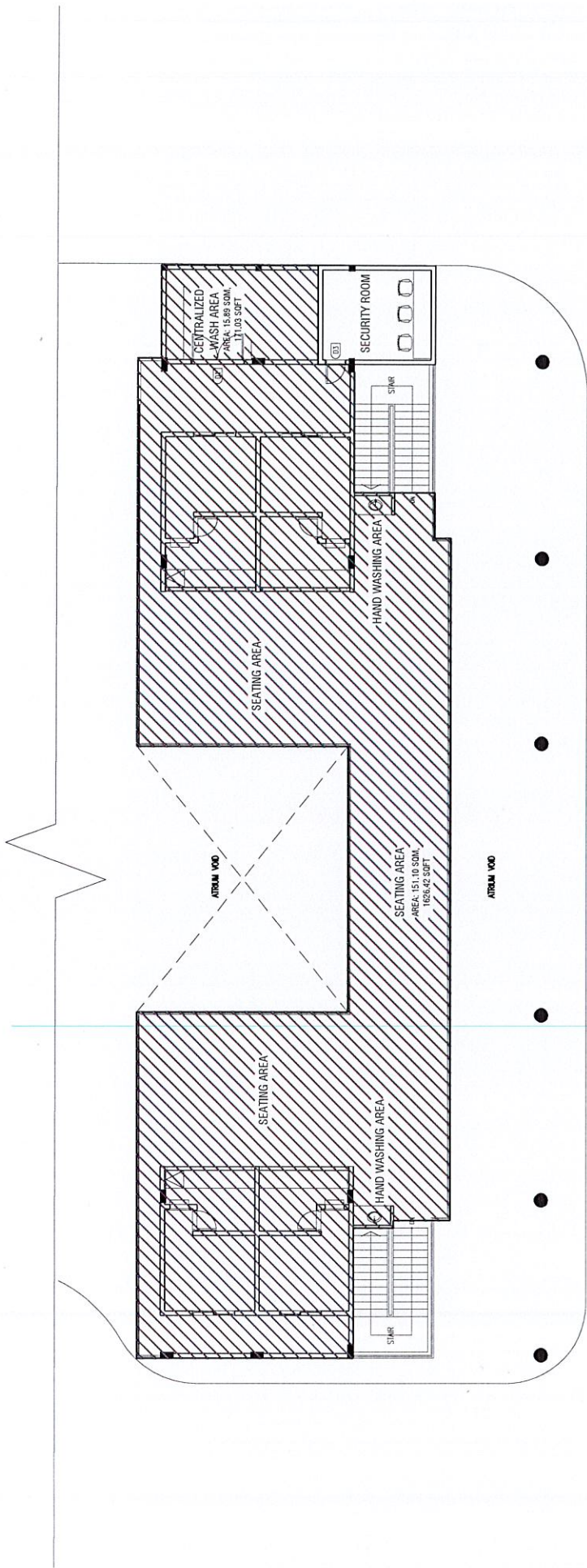
LEASEABLE AREA: 453.28 Sqm, 4879.06 Sqft

LEASABLE AREA

GROUND FLOOR LAYOUT

SCALE 1: 200





LEASABLE AREA: 283.36 Sqm, 3050.06 Sqft

LEASABLE AREA

FIRST FLOOR LAYOUT
SCALE 1:200



HOUSING DEVELOPMENT CORPORATION
 HEAD OFFICE
 THIRD FLOOR, HDC BUILDING, HULHUMALE,
 REPUBLIC OF MALDIVES
 TEL: +(960)3353535, FAX: +(960)3353535,
 EMAIL: planning@hdc.com.mv

LOCAL MARKET & FOOD COURT
 HULHUMALE

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DESIGNER: NAJATH HAMEED
 Architectural

NAME: Structural

DRAWN BY: NAME: MOHAMMAD RASHEED
 DATE: 01 OCTOBER 2015
 SCALE: 1:200
 SHEET NO. 1

CHECKED BY: NAME: Architectural
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PLANNING & DEVELOPMENT DEPARTMENT

FOOD COURT

GENERAL & UNIT FRONTAGE GUIDELINES

OCTOBER 2019

A handwritten signature in blue ink, appearing to be 'Surya', is located in the bottom right corner of the page.



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.



Annex 02

Procedure to Eliminate Outliers

Minimum Acceptable NPV per Square feet 470.65

Step 1: Comparison of NPV of acceptable proposals

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

Step 2: Calculating Quartile Range

LQ	759.84
UQ	844.06
IQR	84.22

Step 3: Calculating Acceptable Range

LB	470.65
UB	886.17

Note:

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

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



Annex 03

Bid Security Form

WHEREAS, *(name of Proponent)* (hereinafter called “the Proponent”) has submitted their bid dated *(date of submission of bid)* to Lease of 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 *(Maldivian Rufiyaa)* for which payment well and truly to be made to the said Unit Owner, the Bank binds itself, its successors, and assigns by these presents.

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

THE CONDITIONS of this obligation are:

1. If the Proponent

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

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

(a) Refuses to accept the award;

(b) Fails or refuses to pay 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) 180 days from (the 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 (Maldivian Rufiyaa) should remain in force for until (date) 180 days from date of bid submission.



Annex 04

LETTER OF PRICE PROPOSAL

Date: _____

Proposal Reference No: _____

Unit number: _____

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposal (RFP) documents including all addenda issued in accordance with Instruction to Proponents (ITP) 6.
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITP 3;
- (c) We have not been suspended nor declared ineligible by the Lessor in accordance with ITP 3.5.
- (d) We have no litigation history and non-performance of a contract in accordance with ITP 3.6 and ITP 3.7.
- (e) We, (insert *company name and company registry number*), offer to execute the Works: of storing goods in Warehouse shell of Hulhumalé.
- (f) We accept to pay the fixed rent of MVR 20.00 (Maldivian Rufiyaa Twenty) for the year one.
- (g) We undertake, to pay the proposed rent for the year 02 (two) to year 05 (five), where proposal is accepted. The Proposed lease rent of our proposal is:

2nd Year (per square feet per month): MVR L (*amount in numbers*)

(RufiyaaLaari.....) (*amount in words*)

3rd Year (per square feet per month): MVR L (*amount in numbers*)

(RufiyaaLaari.....) (*amount in words*)

4th Year (per square feet per month): MVR L (*amount in numbers*)

(RufiyaaLaari.....) (*amount in words*)

5th Year (per square feet per month): MVR L (*amount in numbers*)

(RufiyaaLaari.....) (*amount in words*)

NB: The rent should be proposed at the rate of per square feet per month. Rent proposed in any other format will be rejected at the time of the Proposal opening. Rates proposed not according to the RFP will result in the disqualification of the proposal.



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

Address:

.....

Stamp

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

Name:

Designation:

Date:

.....

Signature



ANNEX 05

Information of the Authorized Representative

Date: _____

Proposal Reference No: _____

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

This is to authorize (*Name, ID number*) as a representative of (*Name of the Proponent*) to carry out the works related to RFP (ref no) and to liaise with Lessor on behalf of the (*Name of the Proponent*)

Proponent:

Name:

Address:

.....
Signature and Stamp

Authorized Representative (preferably fulltime personal):

Name:

Designation:

ID Number:

Contact Number:

Email Address:

.....
Signature



Annex 06 - Proposal Checklist

Please attach this checklist outside the sealed envelope of the Proposal

Proponent For HDC
 use

Copy of Business Registration Certificate

If a company; Board Resolution
(As in Section IV 3 (g))

Bid Security; (As in Annex 03)

Letter of Price Proposal (As in Annex 04)

Checklist Attached Outside Sealed Proposal
(As in Annex 06)

Note:

- Any proposal without the specified documents as stated in the Annex 06 of RFP will be rejected at the time of opening of proposal.

