

EXPRESSION OF INTEREST (EOI)

FOR

LEASE AND OPERATION OF URBAN SHED FROM HULHUMALE' PHASE 1

PROPOSAL REFERENCE NUMBER: HDC(161)-MKS/IU/2023/149

ANNOUNCEMENT DATE: 09th March 2023

PROPOSAL SUBMISSION DEADLINE: 19th March 2023



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SECTION I: INSTRUCTION TO PROPONENTS

1. Eligible Proponents

- 1.1 A Proponent must be a registered business (sole trader, partnership or limited liability company)
- 1.2 In case a Joint Venture (JV) is proposed by Proponent(s) the minimum percentage of equity share proportion of local partner(s) in a JV shall not apply.
- 1.3 Proponent shall not be under suspension from proposal submission by the Lessor.
- 1.4 Employees of HDC shall not be eligible to submit any proposals under this RFP.
- 1.5 If Proponent has a relation with an employee within HDC, that is a position to influence the proposal of the Proponent, or influence the decisions of the Lessor regarding the RFP process, the Proponent shall declare the relationship as per the Declaration Form in Section V.

2. The EOI Documents include all the Sections specified below, and should be read in conjunction with any Addenda issued.

- Section I. Instructions to Proponents (ITP)
- Section II. Information Sheet
- Section III. Lessor's Requirements
- Section IV. Selection Process
- Section V. Business Proposal Requirement
- Section VI. Contract Terms

3. The Proponent is expected to examine all instructions, forms, terms, and specifications in the EOI Documents. Failure to furnish all information and documentation required in EOI Documents may result in rejection of the proposal.

4. All Proponents will be processed according to the "Selection Process"

5. The inner and outer envelopes shall:

- o bear the name and address of the Proponent;
- o bear the name of the Project and shall be addressed to the Lessor;
- o bear the specific proposal reference number of this EOI process indicated in Information Sheet;
- o bear the name, address and contact number and contact person of the Proponent.
- o bear a warning not to open before the time and date for proposal opening.
- o Include Form 04 - Proposal Checklist

6. The currency(ies) of the proposal is to be quoted in Maldivian Rufiyaa (MVR).

7. At any time prior to the deadline for submission of proposal, the Lessor may amend the EOI Documents by issuing addenda.



8. Any proposal received by the Lessor after the deadline for submission of proposal shall be declared late, rejected, and returned unopened to the Proponent.
9. The Lessor reserves the right to accept or reject any proposal, and to annul the EOI process and reject all proposal at any time prior to contract award, without thereby incurring any liability to Proponents.

SECTION II: INFORMATION SHEET

Name of the Project	Lease and Operation of Urban Sheds from Hulhumalé Phase 1
Reference Number	The Reference Number of Proposal Process is: HDC(161)-MKS/IU/2023/149
Clarification	<p>For clarification purposes only, the Lessor's address is:</p> <p>Marketing & Sales Housing Development Corporation Ltd. Ground Floor, HDC Building Hulhumalé, Maldives Tel: (+960)3355 314, (+960)3355 3223 E-mail: sales@hdc.com.mv</p> <p>a) A Proponent requiring any clarification of the EOI Documents shall contact the Lessor in writing at the Lessor's address.</p> <p>b) The Lessor will respond in writing to any request for clarification, provided that such request is received no later than the enquiry deadline</p>
Information Session	<p>Information Session via Zoom will be held on 12th March 2023</p> <p>Zoom Link: https://bit.ly/3mGaNTT</p>
Deadline for Clarification	The deadline for request for clarification is on or before 14th March 2023 at 1400 hrs
Response to Enquiries	The responses to the enquiries will be sent to the proponents on 16th March 2023
Proposal Validity	Proposal Validity Period: 150 (One Hundred and Fifty) days
Proposal Submission and Opening	<p>For proposal submission and opening purpose only, the Lessor Address is:</p> <p>Exhibition Center (Ground Floor) HDC Building Huvandhumaa Hingun Housing Development Corporation Ltd.</p> <p>Date: 19th March 2023 Time: 10:00hrs to 1100hrs</p>



	<p>a) Proponents do not have the option of submitting their proposal electronically.</p> <p>b) The Lessor shall open the proposals one at a time and read out and record the following</p> <ul style="list-style-type: none">• the name of the Proponent;• the proposed prices in Price Proposal Form;• any other details as the Lessor may consider appropriate
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SECTION III. LESSOR'S REQUIREMENTS

1. SCOPE OF WORKS

Housing Development Corporation (Lessor) is seeking for interest parties to Lease and Operate the Urban Shed in Hulhumalé phase 1. The selected party (Lessee) will be responsible for the operation of the Shed for the duration of the lease term.

Housing Development Corporation has developed urban sheds in each neighborhood to gather all Hedhika vendors in Hulhumalé phase I to respective tents. This project was initiated upon the request of Health Protection Agency (HPA) where they were facing numerous difficulties in monitoring the vendors whilst been scattered to different locations. Therefore, operators of these tents will be chosen to ensure efficient operations and foster community relations among the citizens.

2. LEASE RATE

- 2.1 The lease rate per month for two years will be the proposed lease rate of the successful Proponent.
- 2.2 The minimum acceptable lease rate per month is MVR 5,500.00 (Maldivian Rufiyaa Five Thousand Five Hundred)
- 2.3 The lease rate proposed for each following year shall be equal or higher than the previous year's lease rate. Proposed lease rate which is less than the said minimum acceptable lease rate shall be disqualified.

3. Estimated Investment Cost

- 3.1 The estimated investment cost to operate the Urban Shed is MVR 33,000 (Maldivian Rufiyaa Thirty-Three Thousand). This amount is based on the security deposit that shall be paid initially and the startup cost to start the operations of the shed.

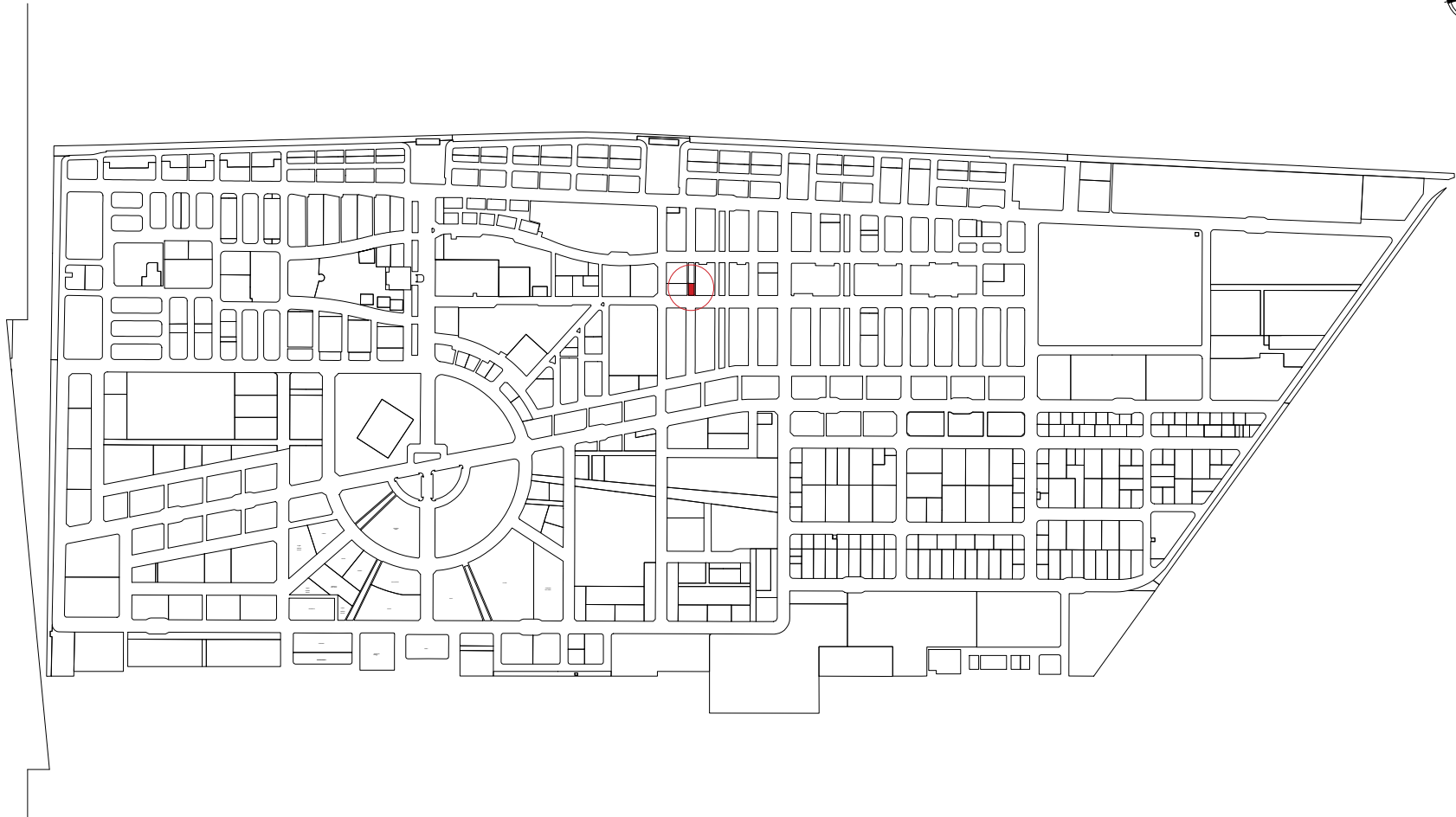
4. DRAWINGS

The drawing contains the location map and unit map of the unit to be allocated for the project. (Refer to next page)

Urban Shed Number	Usage	Area
Shed 2 – N3-60	Operation of an urban shed	1,378.43 sqft.

**Areas in the drawings is subjected to minimal changes.*

(Refer to next page)



PROPERTY : URBAN SHED-2, BOAGANVILLA MAGU
PARCEL NO.: N3-60, LOT ---

N.T.S

PROPERTY : URBAN SHED-2

Scale : AS GIVEN

Drawn by: Fathina

Checked by: Fathina

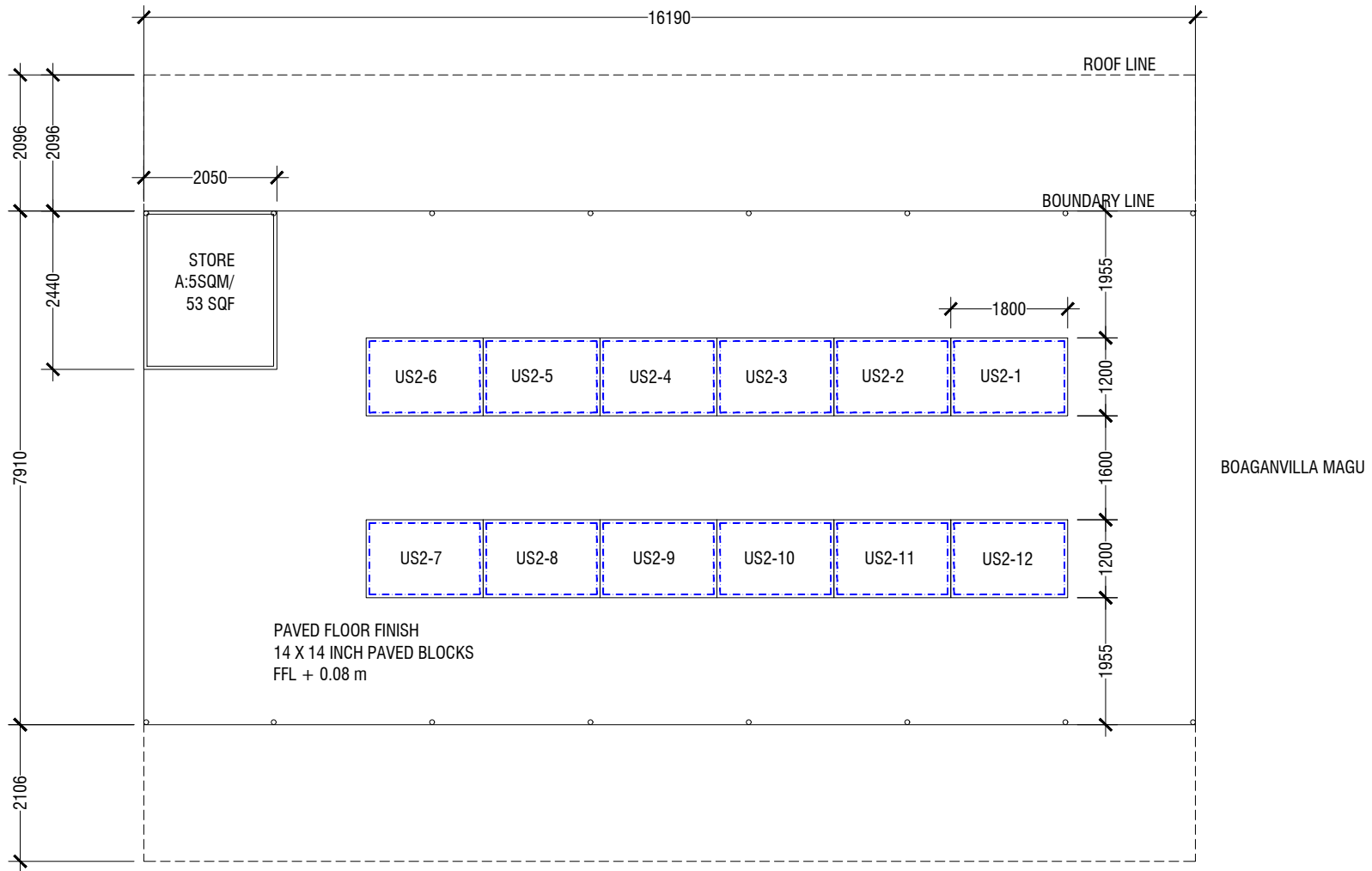
Date: 10th OCTOBER 2022

Remarks:



LOCATION MAP

HOUSING DEVELOPMENT CORPORATION
REAL ESTATE MANAGEMENT
3RD FLOOR, HDC BUILDING HULHUMALE'
REPUBLIC OF MALDIVES
TEL. +9603353535, FAX +9603358892
EMAIL : mail@hdc.com.mv



PROPERTY : URBAN SHED-2, BOAGANVILLA MAGU
 PARCEL NO.: N3-60, LOT ---
 TOTAL FOOTPRINT AREA: 128.06 SQM/ 1378.43 SQF

TOTAL NO. OF UNITS: 12
 AREA OF A UNIT: 2.16 SQM / 23.25 SQF
 1:100

NOTE:
 - - - - - UNIT LAYOUT

PROPERTY : URBAN SHED-2

 FLOOR PLAN

SECTION IV. SELECTION PROCESS

This Section contains all the stages that the Lessor shall complete to qualify, evaluate and select the proposals. The Proponent shall provide all the information requested in the Section V, Business Proposal Requirements.

1. STAGE 1 –

Part 1: Qualification

Proponents that meet the requirement set in Qualification Criteria will be evaluated according to evaluation criteria.

a) Financial Resources

- i. Proponent shall demonstrate that it has access to or has full funds to finance the proposed investment cost by the Lessor specified in Section III. Clause 3. Proponents who do not demonstrate it access to or has full funds to meet the proposed investment cost shall be disqualified.
- ii. Funds required for the investment cost will be evaluated based on the method of financing proposed by the proponent.
- iii. Bank statements will not be considered when evaluating the financial eligibility of the Proponent.
- iv. Documents shall be submitted as per Section V. Business Proposal requirements, Clause 4.

b) Outstanding Payment

- i. Proponent shall not have any outstanding payment due to Lessor. Proponents who have payment due at the date of submission EOI shall be disqualified.

c) History of Non-Performing Contracts and Litigation History

- i. Proponents shall not have consistent history of court/arbitral award decisions against the Lessor for the last five (5) years.
- ii. Proponent shall not have occurrence of non-performance of a contract awarded by Lessor as a result of Proponent default for the last five (5) years.

Part 2: Evaluation Criteria

Proposals that meet the requirement set in Qualification Criteria will be evaluated based on the following criteria and points will allocated as below:

Criteria	Allocated %
a) Lease Rate	50%
b) Business and Management Plan	50%
Total	100%

a) Lease Rate – 50%

- a) Proponents with the highest lease rate will be given maximum score for the lease rate, whereby points shall be pro-rated for the other Proponents.
- b) Lease rate shall be proposed as per Section III Lessors' Requirement and proposals that are not in accordance Section III shall result in disqualification of proposal.

b) Business and Management Plan – 50%

- a) Operational plan – 30 points
- b) Management plan -30 points
- c) Marketing plan – 20 points
- d) Financial plan – 20 points

2. STAGE 2 – MANAGEMENT APPROVAL

Successful Proposal from Evaluation shall be presented to HDC's Management approval.

3. STAGE 3 – CONDITIONAL AWARD

- a) With the endorsement of HDC's Management, conditional award letter shall be issued to the successful Proponent.
- b) The successful Proponent shall fulfill the obligations in stipulated in conditional award letter. Failure to comply with all of the obligations set forth in the condition award letter may result in annulment of the conditional award and forfeiture of the bid security. The conditions required to fulfill in the award letter are:
 - i. Payment of security deposit, equivalent to 3 (three) months' rent of Year 1 (one) within the 07 (Seven) working days from the date of this conditional award letter.

4. STAGE 4 – CONTRACT SIGNING

- a) Promptly upon notification of the conditional award, the Lessor shall send the successful Proponent the Contract.
- b) Within 7 (seven) days of the success fulfilment of the obligation stipulated Stage 3 Proponent shall sign the Contract with Lessor.



[Handwritten signature]

SECTION V. BUSINESS PROPOSAL REQUIREMENT

To establish its qualifications to perform the contract in accordance with *Section IV Selection Process* and to determine the proposal as substantially responsive proposal, Proponent shall provide the information requested in the corresponding documents included hereunder.

1. LETTER OF PRICE PROPOSAL AS IN FORM 01

2. LEGAL DOCUMENTS:

- 3.1 Copy of Business Registration Certificate
- 3.2 For Partnership; Partnership Deed / Agreement
- 3.3 For Company; Memorandum and Articles of Association of the Company
- 3.4 For Company; Board Resolution of the Company confirming Board of Director's approval for proposed work
- 3.5 Declaration of Immediate Family Members as in Form 03
- 3.6 Power of Attorney to sign on behalf of the Proponent
- 3.7 In the case of a Proposal submitted by a Joint Venture (JV), the JV agreement or letter of intent to enter into JV including but not limited to scope of works to be executed by respective partners and equity share percentage of the respective partners
- 3.8 Document indicating the ownership and shareholding structure of the Proponent.

3. FINANCIAL DOCUMENTS

- 3.1 HDC statement of Due Clearance
 - 3.1.1 Due clearance statement from HDC will be given upon request from the Proponent via Due Clearance Form.
 - 3.1.1.1 Due clearance form will be available from to download via the following link: <http://hdc.com.mv/downloads/>
- 3.2 Financing method(s) as in Form 2
- 3.3 Proponents shall provide proof of funding for the estimated investment cost by submitting any of the following document:
 - 3.3.1 Equity Financing by a Sole Proprietor or an Individual
 - 3.3.1.1 Monthly Average Confirmation of the most recent 12 months or End Balance statement. The submitted statement shall be original authorised by the bank/financial institute.

(If statement is provided in the letter head of bank / financial institute with the authorised signature, the statement will be accepted)
 - 3.3.2 Equity Financing by a Company:
 - 3.3.2.1 Monthly Average Balance Confirmation of the most

- 3.3.3 If bank financing, bank comfort letter including the name of the Proponent and the proposed work.
- 3.3.4 If external financing, commitment letter and supporting documents such as Monthly Average Confirmation of the most recent 12 months or End Balance statement of the financier to prove the amount.

4. BUSINESS AND MANAGEMENT PLAN:

The Proponent shall submit a business plan including:

- 4.1 Operational Plan
 - a) Allocation plan of the Hedhikaa vendors
 - b) Types of events to be conducted (excluding hours given for hedhika vendors)
 - c) Event time management
 - d) Proposed Event schedule
 - e) Property management plan
- 4.2 Management Plan
 - a) Management details.
 - b) Resource requirement and Human resources plan.
- 4.3 Marketing Plan
 - a) Market analysis including target market.
 - b) Marketing strategy including product strategy, price strategy and promotional strategy.
- 4.4 Financial Plan
 - a) Financial forecast.
 - b) Investment appraisal and indicators.

5. PROPOSAL CHECKLIST

- 5.1 Proposal Checklist as in Form 04 should be attached outside the sealed envelope.

FORM 01: LETTER OF PRICE PROPOSAL

Date:
Name of the Project:
Proposal Reference No:

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 Expression of Interest (EOI) documents including all addenda issued in accordance with Section 1, Instruction to Proponents -11.
- (b) We have not been suspended nor declared ineligible by the Lessor.
- (c) We have no litigation history and non-performance of a contract in accordance with Section IV.
- (d) We, (insert *business name and business registry number*), offer to (insert name of the Project)
- (e) We undertake, to pay the proposed rent for 02 (two) years, where proposal is accepted. The proposed lease rent of our proposal is:
1st Year (per square feet per month): MVRL (*amount in numbers*)
(RufiyaaLaari.....) (*amount in words*)

2nd Year (per square feet per month): MVR L (*amount in numbers*)
(RufiyaaLaari.....) (*amount in words*)
- (f) Our proposal shall be valid for a period of One Hundred and Fifty (150) days from the date of proposal submission deadline in accordance with EOI document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) 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
- (h) We understand that Lessor is not bound to accept the highest evaluated proposal or any proposal that may receive.

Proponents:

Name:
Address:
Name:
Signature:
Date:



FORM 02: FINANCING METHOD(S)

Date:
Name of the Project:
Proposal Reference No:.....

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

Where the proposal is successful, we undertake, to finance the project/work under:

- (Method of financing) (percentage ratio)
- (Method of financing) (percentage ratio)
- (Method of financing) (percentage ratio)
- (Method of financing) (percentage ratio)

We hereby confirm and agree to finance the project/work will be financed by the above-mentioned method(s). We have submitted relevant documents to provide proof of funding, to the proposed method(s) of financing the project/work. We understated that the proposal will be disqualified if the documents do not show proof of funds to finance the Estimated Project Cost or if the documents are not in accordance with Section V. Business Proposal Requirement Clause 4. Financial Documents.

Proponent:

Name:

Address:

.....

Signature and Stamp



FORM 03 - DECLARATION OF IMMEDIATE FAMILY MEMBERS

Date:
 Name of the Project:
 Proposal Reference Number:
 Proponent Name:
 Name of the Authorized Signatory:

We, **[insert business name and business registry number]**, hereby confirm and declare that;

1. has a relation (Immediate family members employed at HDC) that puts in a position to influence the proposal of the proponent, or influence the decisions of the Lessor regarding the RFP process, (Yes/No)
2. If Yes, specify the details relating to the information pursuant to Clause 1 above are as follows;

NID No.	Family member / Relatives Name	Relationship	Position/Title

3. I hereby confirm the following;
 - a. That the information above is true, accurate and if all or any part of them are found to be untrue, HDC shall have the right to disqualify and reject the bid/proposal/quotation or terminate the agreement/work order,
 - b. I am also obliged to inform and disclose to HDC if there are any changes to the declaration herein, within ten (10) days from the occurrence of such changes.

Name:

Date:

Signature



FORM 04 - PROPOSAL CHECKLIST

Proponent For HDC
 use

1. Letter of Price Proposal as in FORM 01

2. Proposal Checklist in FORM 04 attached outside sealed proposal.

3. Copy of Business Registration Certificate

4. Board Resolution

Authorized Representative:

Name:

Designation:

ID Number:

Contact Number:

Email Address:

NOTE:

- **Proposals without the specified documents stated in the Form 04 - proposal checklist will be rejected at the time of proposal opening.**



SECTION VI. CONTRACT TERMS

1.	Lease Type	Lease and Operation of Urban Shed from Hulhumalé Phase 1	
2.	Parties to Agreement	Lessor: Housing Development Corporation 3rd Floor, HDC Building, Hulhumalé, Maldives Tel: (960) 3353535, Fax: (960) 3358892 Email: sales@hdc.com.mv Reg No: C-793/2008	Lessee: Tel: Email: Reg No:
3.	Objective	3.1 Housing Development Corporation has developed tents in each neighborhood to gather all Hedhika vendors in Hulhumalé phase I to respective tents. This project was initiated upon the request of Health Protection Agency (HPA) where they were facing numerous difficulties in monitoring the vendors whilst been scattered to different locations. Therefore, operators of these tents will be chosen to ensure efficient operations and foster community relations among the citizens.	
4.	Urban Shed Detail	4.1 Refer to Annex 1	
5.	Urban Shed Usage	5.1 Shed must be used for sale of Hedhika from 15:00-18:30 daily 5.2 Except hours mentioned in clause 5.1, the tent can be used for other events 5.2.1 The following events will be held at the tent; (a) Jumble Sales (b) Pop-up Store (c) Birthday Parties (d) Family Gatherings 5.2.2 The following events cannot be held at the tent: (a) Night Market (b) Political Events (c) Any event or activity that disrupt the people living around the tent	
6.	Lease Term	6.1 The Lease term is 02 (two) years from the date of handover of the tent.	
7.	Lease Rate	7.1 Lease rate for the two years shall be the proposed lease rate of the successful Proponents. 7.2 Lease rate shall be effective from the date of handover.	
8.	Grace Period	8.1 Grace period of 01 (one) month shall be given to the Lessee from the date of handover of the tent.	
9.	Security Deposit	9.1 The security deposit amount shall be 03 (three) months' lease of the proposed lease rate of the successful Proponent. 9.2 This amount should be paid within 07 (seven) working days from the date of conditional award. 9.3 Security Deposit will be paid back within 01 (one) Month upon expiration of the Agreement after adjusting for any unpaid lease, penalty or expenses that lessor	



		<p>may incur linked to the Agreement and the property, such as but not limited to unpaid utility bills.</p> <p>9.4 If the Agreement is terminated by the Lessee before the expiration of the Agreement term without the notice period specified under clause 14.5, the Lessor has the right to take the lease deposit amount in full.</p>
10.	Conditions Precedent	<p>10.1 Agreement will only be signed upon fulfilment of the following conditions precedent:</p> <p>10.1.1 Payment of Security deposit as per clause 9.1</p>
11.	Duties and Obligation of Lessee	<p>11.1 Responsibilities of the Lessee:</p> <p>11.1.1 Operate or allocate an operator to carry out the operations as per HDC's requirements</p> <p>11.1.2 In case Proponent allocates an operator for the aforementioned purpose, Lessee shall liaise between HDC and Operator and ensure Operator's responsibilities are carried out and accordingly. Agreement will be made between HDC and Lessee.</p> <p>11.1.3 Operator has to be a local party</p> <p>11.2 Responsibilities of the Lessee in managing the Hedhika Vendors:</p> <p>11.2.1 Lessee can only charge a Maximum of MVR 250.00 (Maldivian Rufiyaa Two Hundred Fifty) per vendor per month.</p> <p>11.2.2 Ensure to clear the vicinity after operation</p> <p>11.2.3 Vendors will be given the option to store tables and chairs in the allocated storage area. Hence the Lessee shall ensure that no vendor vandalize the property of one another</p> <p>11.2.4 Sale of Hedhika shall only be allowed for the operational hours mentioned in clause 5.1 only</p> <p>11.3 Responsibilities of the Lessee in managing the tent:</p> <p>11.3.1 Disposing of waste materials appropriately on a regular basis to maintain the cleanliness of the area during and after the event.</p> <p>11.3.2 Ensuring that no damages are caused to the natural or artificial resources located in the vicinity.</p> <p>11.3.3 Removing of any temporary structures used, at the end of the event. Temporary structures used should not leave a permanent mark or cause any damage to the tent or its surroundings</p> <p>11.3.4 Limiting the usage of bikes, skateboards, rollerblades and parking of vehicles to the designated areas.</p> <p>11.3.5 Smoking in the area is not allowed, prohibiting the use of tobacco, e-cigarettes or other products that produce a vapor or smoke</p> <p>11.4 The Lessee shall be responsible for operating and maintenance of Urban Shed for the lease term.</p> <p>11.5 The lessee shall ensure to commence the operation no later than one month from the signing of the Agreement</p> <p>11.6 Initially, HDC will provide the allocated Hedhika Vendor details and the Lessee is responsible to find new vendors for vacant slots.</p> <p>11.7 Utilize the tent only for the specific clause mentioned in clause 5, and remain consistent in carrying out the work.</p>



Handwritten signature in blue ink.

		<p>11.8 Annual fee to be paid by Hedhika Vendors to HPA shall be paid by the Lessee. This amount shall be collected by the Lessee from the Hedhika Vendors.</p> <p>11.9 Make payments to the relevant Authorities for all utility services consumed or supplied inclusive of electricity meters, water meters of the tent during the Term. The Lessor and the Lessee confirm the readings for the electricity and water supply meters at the time of occupation of the tent.</p> <p>11.10 The Lessee cannot sublease the property for operational purpose</p> <p>11.11 Lessee cannot bring any modification to the structure and surrounding area of the property prior to permission of HDC.</p> <p>11.12 Lessee cannot conduct any activity that damages the property and its surroundings</p>
12.	Tent Handover	<p>12.1 The tent will be handed over to the lessee within 7 (seven) working days after signing the Agreement.</p>
13.	Duties and Obligation of Lessor	<p>13.1 The Lessor must handover the tent as per the clause 12.1.</p> <p>13.2 The Lessor should provide all the required information requested by the Lessee, without unreasonably withholding or delaying the information. HDC shall not be held responsible for any delay caused which is beyond the control of HDC. Nevertheless, where possible, HDC shall make the best of efforts to minimize the delay.</p> <p>13.3 The Urban Shed should be insured by HDC.</p> <p>13.4 HDC shall conduct an operational review of the business and if required the terms of the agreement semi-annually</p>
14.	Termination	<p>14.1 Lessor may serve 30 (thirty) calendar days written notice to the Lessee to terminate the agreement in the event the Lessee fails to pay the rent and/or penalty as per the terms of the agreement for a period of 3 (three) consecutive months.</p> <p>14.2 The Lessor may terminate the Agreement without any compensation payable to the Lessee in the event the rent due and/or penalty remains unpaid at the end of 30 (thirty) calendar days written notice period.</p> <p>14.3 If the Lessee fails to perform any of its obligation under the Agreement, the Lessee shall be granted a period to rectify the breach along with a fine amount between MVR 5,000 (Maldivian Rufiyaa Five Thousand) and MVR 100,000 (Maldivian Rufiyaa One Hundred Thousand) considering the degree of the breach, to be determined by the sole discretion of the Lessor.</p> <p>14.4 If the Lessee fails to pay the fine and cure the breach within the extension period, the Lessor has the right to terminate the agreement and give the Lessee a duration of not less than 30 (thirty) calendar days to vacate the tent and handover the tent to the Lessor.</p> <p>14.5 The Lessor may terminate the agreement immediately without any prior written notice, if the Lessee fails to perform any of the fundamental obligations.</p>

		14.6	The Lessee may terminate the agreement by serving 6 (six) months' written notice upon the Lessor of its intention to do so for any reason whatsoever.
		14.7	The Lessor may terminate the agreement by serving 6 (six) months' written notice upon its intention to do so for any reason whatsoever.

DISCLAIMER:

- **This contract terms only includes the key points of the agreement. The agreement is not limited to the clauses included in this contract terms.**
- **The proposal submitted by the successful Proponent shall be a part of the agreement.**