

# REQUEST FOR PROPOSAL (RFP)

FOR

## LEASE OF UNITS FROM CHEMICAL WAREHOUSE IN THILAFUSHI

**PROPOSAL REFERENCE NUMBER:** HDC (161)-CM/IU/2021/178

**ANNOUNCEMENT DATE:** 26<sup>th</sup> April 2021

**PROPOSAL SUBMISSION DEADLINE:** 3<sup>rd</sup> June 2021

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## SECTION I. INSTRUCTIONS TO PROPONENTS (ITP)

<b>A. GENERAL</b>		
<b>1. Scope of Proposal</b>	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) for Project specified in Section V. Lessor’s Requirements. The name of the Project and Proposal Reference Number of this RFP is <b>provided in the RFP Data Sheet.</b></p>
	1.2	<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>
<b>2. Corrupt and Fraudulent Practices</b>	2.1	<p>It is 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 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</p>



		<p>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><b>3. Eligible Proponents</b></p>	<p>3.1</p>	<p>A Proponent must be a registered business (sole trader, partnership or limited liability company) – subject to ITP 3.2 and ITP 3.3.</p>
	<p>3.2</p>	<p><b>Unless otherwise specified in the RFP data sheet,</b> 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.</p>
	<p>3.4</p>	<p>A Proponent shall not have a conflict of interest. Any Proponent found to have a conflict of interest shall be</p>



		<p>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"> <li>(a) directly or indirectly controls, is controlled by or is under common control with another Proponent; or</li> <li>(b) receives or has received any direct or indirect subsidy from another Proponent; or</li> <li>(c) 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</li> <li>(d) submits more than one proposal for a land plot 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.</li> </ul>
	3.5	A Proponent shall not be under suspension from proposal submission by the Lessor.
	3.6	A Proponent shall provide such evidence of eligibility satisfactory to the Lessor, as the Lessor shall reasonably request.
<b>B. CONTENTS OF RFP DOCUMENTS</b>		
<p><b>4. Sections of RFP Documents</b></p>	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"> <li>• Section I. Instructions to Proponents (ITP)</li> <li>• Section II. RFP Data Sheet</li> <li>• Section III. Qualification and Evaluation Criteria</li> <li>• Section IV. Business Proposal Requirement</li> <li>• Section V. Lessor's Requirements</li> </ul>



		<ul style="list-style-type: none"> <li>Section VI. Contract Terms</li> </ul>
	4.2	<p>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.</p>
	4.3	<p>The Proponent is expected to examine all instructions, forms, terms, and specifications in the RFP Documents. Failure to furnish all information and documentation required in RFP Documents as per ITP 4.1 may result in rejection of the proposal.</p>
<p><b>5. Clarification of RFP Documents, Pre-Proposal Meeting</b></p>	5.1	<p>A Proponent requiring any clarification of the RFP Documents shall contact the Lessor in writing at the Lessor's address <b>specified in the RFP Data Sheet</b> or raise its enquiries during the Pre-Proposal Meeting, if provided for in accordance with ITP 5.2. The Lessor will respond in writing to any request for clarification, provided that such request is received no later than the enquiry deadline <b>specified in the RFP Data Sheet</b>. The Lessor shall promptly publish its response at the web page <b>specified in the RFP Data Sheet</b>. 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 16.2.</p>
	5.2	<p>If so, <b>specified in the RFP Data Sheet</b>, the Proponent's designated representative is invited to attend a pre-proposal meeting. The purpose of the meeting will be to provide information about the project, proposal procedures, clarify issues and to answer questions on any matter that may be raised at that stage.</p>
	5.3	<p>Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Proponents, without identifying the source, and the responses given, together with any responses</p>



		prepared after the meeting, will be published promptly in webpage in accordance to ITP 5.1. Any modification to the RFP Documents that may become necessary as a result of the pre-proposal meeting shall be made by the Lessor exclusively through the issue of an Addendum pursuant to ITP 6 and not through the minutes of the pre-proposal meeting. Nonattendance at the pre-proposal meeting will not be a cause for disqualification of a Bidder.
<b>6. Amendment of RFP Documents</b>	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 5.1.
	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 16.2.
<b>C. PREPARATIONS OF PROPOSALS</b>		
<b>7. Cost of Proposal</b>	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.
<b>8. Language of Proposal</b>	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.
<b>9. Documents Comprising the Proposal</b>	9.1	The Proposal shall comprise the following: (a) Bid Security in accordance with ITP 13;



		<p>(b) Written confirmation authorizing the signatory of the Proposal to commit the Proponent, in accordance with ITP 14.2 and ITP 14.3;</p> <p>(c) Business Proposal Requirement stipulated in Section IV;</p> <p>(d) 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;</p> <p>(e) Any other document required in RFP data sheet.</p>
<b>10. Letter of Proposal</b>	10.1	The Letter of Price Proposal shall be prepared using the Form 02 in Section IV. The form must be completed without any alterations to the text, and no substitutes shall be accepted. 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 V.
<b>11. Currencies of Proposal</b>	11.1	The currency(ies) of the proposal are to be quoted in Maldivian Rufiyaa (MVR).
<b>12. Period of Validity of Proposals</b>	12.1	Proposal shall remain valid for the period <b>specified in the RFP Data Sheet</b> . A proposal valid for a shorter period shall be rejected by the Lessor as non-responsive.
<b>13. Bid Security</b>	13.1	The Proponent shall furnish as part of its proposal, a bid security in original form and in the amount and currency <b>specified in the RFP Data Sheet</b> .
	13.2	The Bid Security shall be valid for the period <b>specified in the RFP Data Sheet</b> .
	13.3	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 as per Form 01 in Section IV.
	13.4	The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or shall be in the names of all future members as named in the letter of intent referred to in ITP 3.1 and ITP 9.1
	13.5	Any proposal not accompanied by a substantially responsive bid security shall be rejected by the Lessor as non-responsive.
	13.6	The Bid Security of the successful Proponent shall be returned as promptly as possible once the successful Proponent has signed the Contract.
	13.7	The Bid Security of unsuccessful Proponents shall be returned as promptly as possible upon the successful Proponent's signing the Contract.
<b>14. Format and Signing of Proposal</b>	14.1	The Proponent shall submit one original of the documents comprising the proposal as described in ITP 9.1.
	14.2	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. This authorization shall consist of a written confirmation of a Power of Attorney to sign on behalf of the Proponent. 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.
	14.3	In case the Proponent is a JV, the Proposal shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all

		the members as evidenced by a power of attorney signed by their legally authorized representatives.
	14.4	Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.
<b>15. Sealing and Marking of Proposals</b>	15.1	<p>Proponents shall submit their proposal by mail or by hand. If so, <b>specified in the RFP Data Sheet</b>, Proponents shall have the option of submitting their Proposal electronically. Procedures for submission, sealing and marking are as follows:</p> <p>(a) Proponents submitting Proposal by mail or by hand shall enclose the original of the Bid in one sealed single envelope, duly marking the envelope as "ORIGINAL BID".</p> <p>(b) Proponent submitting Proposal electronically shall follow the electronic bid submission procedures <b>specified in the RFP data sheet</b>.</p>
	15.2	<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 Project and shall be addressed to the Lessor;</p> <p>(c) bear the specific proposal reference number of this RFP process indicated in RFP Data Sheet;</p> <p>(d) bear the name, address and contact number and contact person of the Proponent.</p> <p>(e) bear a warning not to open before the time and date for proposal opening in accordance with ITP 16.1.</p> <p>(f) include Form 03 - Proposal Checklist</p>
	15.3	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.
<b>16. Deadline for Submission of Proposal</b>	16.1	Proposals must be received by the Lessor at the address and no later than the Proposal Submission date and time <b>specified in the RFP Data Sheet</b> .
	16.2	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.
<b>17. Late Proposal</b>	17.1	The Lessor shall not consider any proposals that arrives after the deadline for submission of proposal specified in ITP 16. Any proposal received by the Lessor after the deadline for submission of proposal shall be declared late, rejected, and returned unopened to the Proponent.
<b>18. Proposal Opening</b>	18.1	The Lessor shall open Proposals at the address on the date and time <b>specified in the RFP Data Sheet</b> in the presence of Proponent's designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITP 15.1, shall be <b>specified in the RFP Data Sheet</b> .
	18.2	The Lessor shall open the proposals one at a time and read out and record the following <ul style="list-style-type: none"> <li>(a) the name of the Proponent;</li> <li>(b) the presence of original Bid Security;</li> <li>(c) any other details as the Lessor may consider appropriate</li> </ul>
	18.3	Only proposals read out and recorded at proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening except for late proposal in accordance with ITP 17.1 and

		proposals that are not in accordance with Form 03 - Proposal Checklist.
	18.4	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 who submitted proposal on time.
<b>D. EVALUATION AND COMPARISON OF PROPOSALS</b>		
<b>19. Confidentiality</b>	19.1	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 28.
	19.2	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.
	19.3	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, it shall do so in writing.
<b>20. Clarification of Proposals</b>	20.1	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



		<p>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.</p>
	20.2	<p>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>
<p><b>21. Deviations, Reservations, and Omissions</b></p>	21.1	<p>During the evaluation of proposal, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) “Deviation” is a departure from the requirements specified in the RFP Documents;</li> <li>(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Documents; and</li> <li>(c) “Omission” is the failure to submit part or all of the information or documentation required in the RFP Documents.</li> </ul>
<p><b>22. Determination of Responsiveness</b></p>	22.1	<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>
	22.2	<p>A substantially responsive proposal is one that meets the requirements of the RFP Documents without material deviation, reservation, or omission.</p>
	22.3	<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> <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</li> <li>(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</li> </ul> <p>(b) if rectified, would unfairly affect the competitive position of other Proponents presenting substantially responsive proposal.</p>
	22.4	<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><b>23. Correction of Arithmetical Errors</b></p>	23.1	<p>Provided that the proposal is substantially responsive, the Lessor shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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</li> <li>(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</li> </ul>



		the amount in figures shall prevail subject to (a) and (b) above.
	23.2	Proponents shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITP 23.1, shall result in the rejection of the Proposal.
<b>24. Evaluation of Proposal</b>	24.1	The Lessor shall use the criteria and methodologies listed in Section III Qualification and Evaluation Criteria.
<b>25. Lessor's Right to Accept Any Proposal, and to Reject Any or All Proposal</b>	25.1	The Lessor reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposal 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.
<b>E. AWARD OF CONTRACT</b>		
<b>26. Award Criteria</b>	26.1	Subject to ITP 25.1, the Lessor shall conditionally award the Contract to the Proponent(s) whose proposals has been determined to be substantially responsive to the RFP Documents and scored the highest marks as specified in ITP 24.1, provided further that the Proponent is determined to be qualified to perform the Contract satisfactorily.
	26.2	In case multiple Land Plots are specified in Section V, the Lessor shall conditionally award the Contract to the Proponents as per evaluation ranking subject to ITP 26.1
<b>27. Unit Selection</b>	27.1	Unit Selection for the Successful Proponents shall be carried out as per procedures <b>specified in the RFP data sheet.</b>
	28.1	Prior to the expiration of the period of proposal validity, the Lessor shall notify the successful

<b>28. Notification of Conditional Award</b>		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 conditional award shall constitute a binding Contract.
	28.3	Failure of the successful Proponent to fulfill the obligations in ITP 29, ITP 30 and ITP 31 or sign the Contract in accordance with ITP 30 shall constitute sufficient grounds for the annulment of the conditional award and forfeiture of the bid security. In that event the Lessor may award the Contract to the next highest evaluated Proponent whose offer is substantially responsive and is determined by.
<b>29. Lease Deposit</b>	30.1	Within 07 (Seven) days of notification and prior to execution of the signing of agreement in accordance with ITP 30.2, the successful proponent shall pay a lease deposit, equivalent to three (03) months' rent for the year one (01), 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.
<b>30. Signing of Contract</b>	29.1	Promptly upon notification of the conditional award, the Lessor shall send the successful Proponent the Contract.
	29.2	Within 7 (seven) days of the success fulfilment of the obligation stipulated in ITP 29, ITP 30 and ITP 31, successful Proponent shall sign the Contract with Lessor.



**SECTION II. RFP DATA SHEET**

<b>A. GENERAL</b>	
ITP 1.1	Name of the Project: <b>Lease of Units from Chemical Warehouse in Thilafushi</b>  <b>1. Unit Number:</b> U-16 <b>2. Unit Number:</b> U-20 <b>3. Unit Number:</b> U-24 <b>4. Unit Number:</b> U-29
ITP 1.1	The Reference Number of Proposal Process is: <b>HDC (161)-CM/IU/2021/178</b>
ITP 3.2	Joint Venture share proportion restriction shall not apply.
<b>B. CONTENTS OF RFP DOCUMENTS</b>	
ITP 5.1	For <b>clarification purposes</b> only, the Lessor's address is:  <b>Business Development, Marketing &amp; Sales</b> Housing Development Corporation Ltd. Ground Floor, HDC Building Hulhumalé, Maldives Tel: (+960)3355 314, (+960)3355 368 E-mail: <a href="mailto:sales@hdc.com.mv">sales@hdc.com.mv</a>
ITP 5.1	Webpage:  Corporate website - <b>hdc.com.mv</b> MyHulhumalé Properties website - <b>properties.hdc.com.mv</b>
ITP 5.1	The deadline for request for clarification is on or before <b>13th May 2021 at 1400hrs</b>
ITP 5.2	The <b>pre-proposal meeting</b> shall take place at the following date, time and place;  Date: <b>06th May 2021</b> Time: <b>1300hrs</b> Place: Online Meeting held via Zoom Interested parties can join pre-proposal meeting via zoom link shared on Invitation for Proposals. In order to minimize technical issues please join the meeting 10 minutes prior to the time.

<b>C. PREPARATIONS OF PROPOSALS</b>	
ITP 12.1	Proposal Validity Period: <b>150</b> (One Hundred and Fifty) days
ITP 13.1	The Amount and Currency of Bid Security shall be <b>MVR 5,000.00</b> (Maldivian Rufiyaa Five Thousand) or <b>equivalent in United States Dollar (USD)</b> . The source of exchange rate shall be <b>Maldives Monetary Authority (MMA)</b> and the date for the exchange rate shall be 14 (fourteen) days before Proposal Submission deadline.
ITP 13.2	Bid Security Validity Period: <b>180</b> (One Hundred and Eighty) days from the deadline for submission of Proposals.
<b>D. SUBMISSION AND OPENING OF PROPOSALS</b>	
ITP 15.1	Proponents do not have the option of submitting their proposal electronically.
ITP 16.1	For <b>proposal submission purpose</b> only, the Lessor Address is: <b>Exhibition Center (Ground Floor)</b> HDC Building Huvandhumaa Hingun Housing Development Corporation Ltd.  Date: <b>3rd June 2021</b> Time: <b>1300hrs to 1400hrs</b>
ITP 18.1	For <b>proposal opening</b> shall take place at: <b>Exhibition Center (Ground Floor)</b> HDC Building Huvandhumaa Hingun Housing Development Corporation Ltd.  Date: <b>3rd June 2021</b> Time: <b>1400hrs</b>  <i>Proponents do not have the option of submitting their proposal electronically.</i>
<b>E. AWARD OF CONTRACT</b>	
ITP 27.1	<ul style="list-style-type: none"> <li>Priority for Unit selection shall be given to the successful Proponents based on evaluation ranking whereby highest scored Proponent will be given priority for Unit selection.</li> </ul>



## SECTION III. QUALIFICATION AND EVALUATION CRITERIA

This Section contains all the criteria that the Lessor shall use to qualify Proponents and evaluate the proposals. In accordance with ITP 24, no other factors, methods or criteria shall be used. The Proponent shall provide all the information requested in the Section IV, Business Proposal Requirements and proposal shall fulfill requirements in accordance with ITP 9.1.

### 1. QUALIFICATION CRITERIA

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

#### 1.1 Financial Resources

- (a) Proponent shall provide proof of funds to finance the proposed investment cost.
- (b) Financial resources will be evaluated based on the method of financing proposed by Proponents as per Section IV. Business Proposal Requirement, Clause 4.
  - i. Equity financing, proposed for method of financing will be evaluated based on the bank statement balance, cash and cash equivalents, receivables, payables and inventory (if relevant) from audited financial statements.
  - ii. Bank financing and external financing, proposed for method of financing will be evaluated based on the documents submitted.
  - iii. Equity injection, proposed for method of financing will be evaluated based on the shareholder's bank statement balance, cash and cash equivalents, receivables, payables and inventory (if relevant) from audited financial statements or relevant document submitted for bank finance or external financing.
- (c) Proponents who do not show proof of funds to finance the proposed investment cost shall be disqualified.

#### 1.2 Outstanding Payment

- (a) Proponent shall not have any due payment to Lessor prior to 30 (Thirty) calendar days to Proposal Submission.
- (b) Proponents who have payment due prior to 30 (Thirty) calendar days of the submission of RFP shall be disqualified.

**1.3 History of Non-Performing Contracts and Compliance with Court Verdicts**

- (a) Proponents whose agreement has been terminated due to Proponent's non-performance within last 5 (Five) years will be disqualified.
- (b) Proponents who do not have complied with any court verdicts in relation to an agreement made with HDC, within the last 5 (Five) years shall be disqualified.

**1.4 Existing Tenants**

- (a) Proponent shall not be a current tenant of Thilafushi Chemical Warehouse.



## 2. EVALUATION CRITERIA

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

Criteria	Allocated %
a) Value of Products Imported	100%
<b>Total</b>	<b>100%</b>

### 2.1 VALUE OF PRODUCTS IMPORTED - 100%

- 2.1.1 Highest score for Volume of Products imported will be given for registered establishments that have imported the highest value of chemical products in the past 3 (three) years and score will be given pro-rata basis for rest of the Proponents.

## SECTION IV. BUSINESS PROPOSAL REQUIREMENT

To establish its qualifications to perform the contract in accordance with *Section III Qualification and Evaluation Criteria* and to determine the proposal as substantially responsive proposal, Proponent shall provide the information requested in the corresponding documents included hereunder. Proponents are advised to submit the proposal in the following order and include page of content and separators for each section.

### 1. BID SECURITY AS IN FORM 01

### 2. LETTER OF PROPOSAL AS IN FORM 02

### 3. LEGAL DOCUMENTS:

- 3.1 Copy of Business Registration Certificate.
- 3.2 Copy of GST Registration certificate (for the relevant and similar work)
- 3.3 Copy of Trade permit (for the relevant and similar work).
- 3.4 For Partnership: Partnership Deed / Agreement
- 3.5 For Company; Memorandum and Articles of Association of the Company.
- 3.6 For Company; Board Resolution of the Company confirming Board of Director's approval for proposed work.
- 3.7 Information of the Authorized Representative as in Form 03.
- 3.8 Power of Attorney to sign on behalf of the Proponent in accordance with ITP 14.2.
- 3.9 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;
- 3.10 Document indicating the ownership and shareholding structure of the Proponent.

### 4. FINANCIAL DOCUMENTS

- 4.1 HDC statement of the Due Clearance
  - 4.1.1 Due clearance statement from HDC will be given upon request from the proponent via Due Clearance Form.  
  
Due Clearance Form will be available to download from:  
<https://hdc.com.mv/downloads/>



- 4.2 Financial proposal including the method of financing the proposed investment (i.e. equity financing or external financing) and in terms of percentage for more than one method of financing.
  - 4.2.1 Proposed method of financing for investment can be equity financing, equity injection, bank finance, external finance such as financier company, lines of credit, time deposit, tradable bonds or combination of various financing methods.
- 4.3 Copy of GST and BPT Returns Statement of the past 3 (three) years.
- 4.4 For Sole Proprietorship, bank statements of the most recent 12 (six) months of the business entity or the monthly balance or monthly average balance confirmation. The submitted statement shall be original, authorized and sealed by the bank / financial institution.
- 4.5 For Company, audited financial statements of the past three 03 (three) years authorized by a certified audit firm / individual and management account of the current year.
- 4.6 If Bank financing is proposed by Proponents, bank comfort letter, bank guarantee or any other relevant documents from bank or financial institutions shall be submitted. The submitted documents shall include the Proponent(s) name and name of proposed work/ project.
- 4.7 If equity injection is proposed by Proponents, letter of commitment from shareholder including the Proponent(s) name and name of the proposed work/ project and shareholder's bank statement (as per Section IV Clause 4.4) or shareholder's audited financial statements (as per as per Section IV Clause 4.5) or relevant documents for bank financing (as per as per Section IV Clause 4.6) or relevant documents for external financing (as per as per Section IV Clause 4.8).
- 4.8 If external financing is proposed by Proponents, letter of commitment from financier including the Proponent(s) name and name of the proposed work/ project and financier's bank statement (as per Section IV Clause 4.4) or financier's audited financial statements (as per as per Section IV Clause 4.5) or relevant documents for bank financing (as per as per Section IV Clause 4.6).

**5. VALUE OF PRODUCTS IMPORTED**

- 5.1 Proponent shall submit relevant documents such as Custom documents showing the value of chemical products imported for the past 3 years.

**6. PROPOSAL CHECKLIST**

- 6.1 Proposal Checklist as in Form 03 should be attached outside the sealed envelope.



## FORM 01: BID SECURITY FORM

The Issuing Bank shall fill in this Bank Security Form in accordance with the instructions indicated.

\_\_\_\_\_ {Bank's Name, and Address of Issuing Branch or Office}

**Beneficiary.:** Housing Development Corporation Ltd., 3rd Floor, HDC Building, Hulhumalé, Republic of Maldives,

**Date.:** \_\_\_\_\_

**Bid Security No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ {name of the proponent} (hereinafter called "the Proponent") has submitted their proposal dated \_\_\_\_\_ {date of proposal submission} for the execution of \_\_\_\_\_ {name of project} (hereinafter called "the RFP") under Invitation for Proposal No. \_\_\_\_\_ {invitation for proposal}.

Furthermore, we understand that, according to your conditions, Proposals must be supported by a Bid Security.

At the request of the Proponent, we \_\_\_\_\_ {name of Bank} hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Proponent is in breach of its obligation(s) under the RFP conditions, because the Proponent:

- (a) has withdrawn its Proposal during the period of Proposal validity specified by the Proponent in the Letter of Proposal; or
- (b) having been notified of the acceptance of its Proposals by the Employer during the period of Proposal validity, (i) fails or refuses to pay lease deposit, or (ii) fails to execute the term and conditions of the conditional award of the Employer.

This guarantee will expire: (a) if the Proponent is the successful Proponent, upon our receipt of copies of the agreement signed by the Proponent and the lease deposit furnished to you upon the instruction; and (b) if the Proponent is not the successful Proponent, upon the earlier of (i) our receipt of a copy your notification to the Proponent of the name of the successful Proponent; or (ii) **180 (Hundred and Eighty)** calendar days from {date of submission} of the Proposal for the RFP.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458

**[seal and signature of the bank / financial institution]**

## FORM 02: LETTER OF 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 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 3.3.
- (d) We have no outstanding payment due to the Lessor in accordance with Section III.
- (e) We have no non-performance of a contract and non-compliance with court verdicts in accordance with Section III.
- (f) We, (insert *business name and business registry number*), offer to (insert name of the Project).
- (g) We undertake, to pay the rent for 02 (two) years, where proposal is accepted. The lease rate is:  
1<sup>st</sup> Year (per square feet per month): MVR 15.00 (Maldivian Rufiyaa Fifteen)  
2<sup>nd</sup> Year (per square feet per month): MVR 15.00 (Maldivian Rufiyaa Fifteen)
- (h) 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 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: .....

### FORM 03: 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 Project 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*



## FORM 04 - PROPOSAL CHECKLIST

Proponents are required to Form 04 – Proposal Checklist outside the sealed envelope of the Proposal

Proponent	For HDC use	
<input type="checkbox"/>	<input type="checkbox"/>	1. Bid Security as in FORM 01
<input type="checkbox"/>	<input type="checkbox"/>	2. Letter of Proposal as in FORM 02
<input type="checkbox"/>	<input type="checkbox"/>	3. Copy of Business Registration Certificate
<input type="checkbox"/>	<input type="checkbox"/>	4. Board Resolution as in SECTION IV 3.6
<input type="checkbox"/>	<input type="checkbox"/>	5. Proposal Checklist ss in FORM 04 attached outside sealed proposal.

**NOTE:**

- **PROPOSALS WITHOUT THE SPECIFIED DOCUMENTS STATED IN THE FORM 04 PROPOSAL CHECKLIST WILL BE REJECTED AT THE TIME OF PROPOSAL OPENING.**

## SECTION V. LESSOR'S REQUIREMENTS

### 1. SCOPE OF WORKS

Housing Development Corporation (Lessor) is seeking for interest parties to Lease units from Chemical Warehouse in Thilafushi. The unit shall only be used to store chemicals. The selected party (Lessee) will be responsible for the operation of the unit for the duration of lease term.

### 2. LEASE RATE AND MAINTENANCE FEE

- 2.1 The lease rate for the Chemical Warehouse unit is fixed at MVR 15.00 (Maldivian Rufiyaa Fifteen) per square feet per month.
- 2.2 The maintenance for the Chemical Warehouse unit is fixed at MVR 1,000.00 (Maldivian Rufiyaa One Thousand) per month.

### 3. DRAWINGS

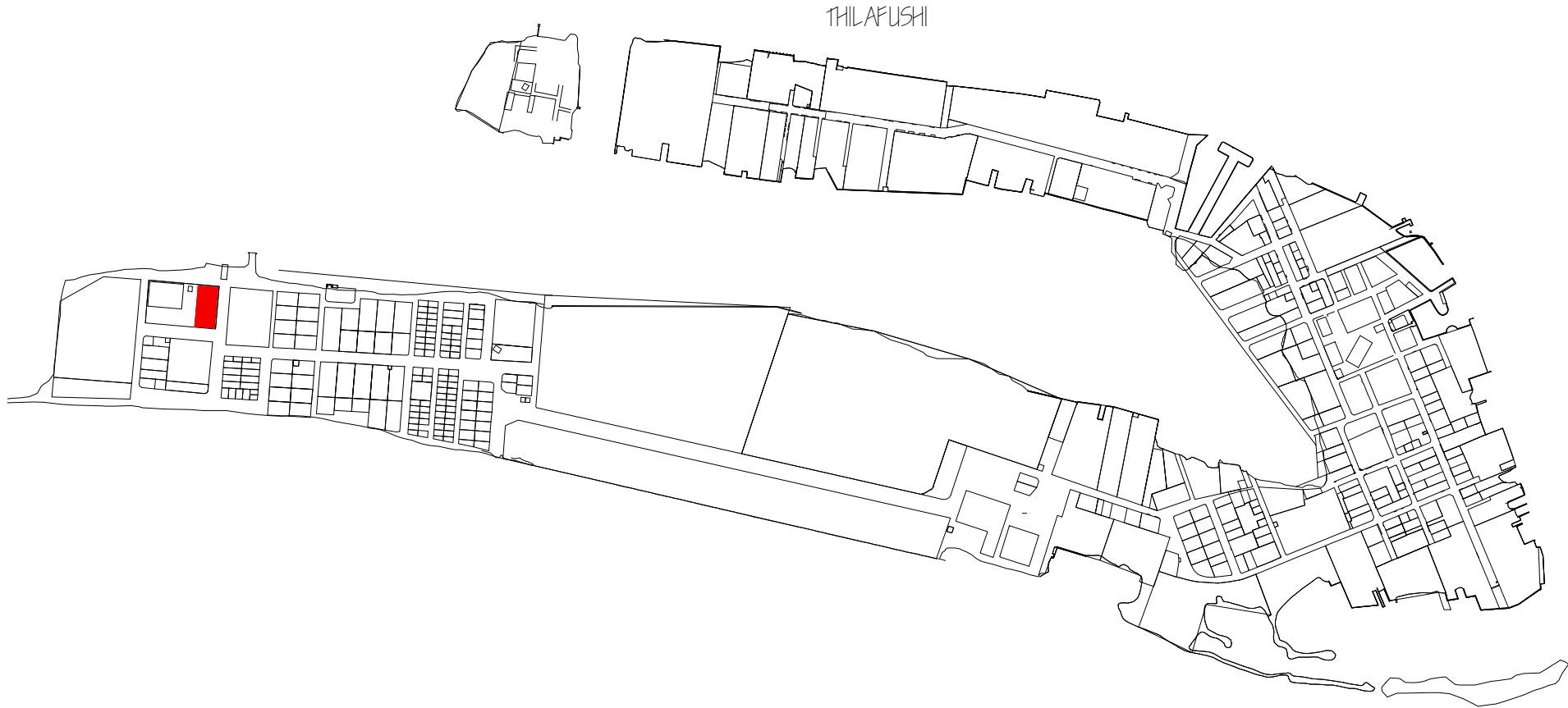
The drawing contains the location map and plot/unit map of the unit to be allocated for the development. (Refer to next page)

Unit Number	Usage	Unit Area
U-16	Chemical Storage	786.84 sqft.
U-20	Chemical Storage	288.83 sqft
U-24	Chemical Storage	288.83 sqft
U-29	Chemical Storage	827.28 sqft

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



# LOCATION MAP (LOT S8-F02)



LOT S8-F02 (CHEMICAL WAREHOUSE)

PLOT AREA: 2,450.47 SQM / 26,376.73 SQFT  
SCALE: NTS

PROJECT : CHEMICAL WAREHOUSE UNIT (LOT S8-F02)

Scale : A5 GIVEN

Drawn by: Samah

Checked by: Saif

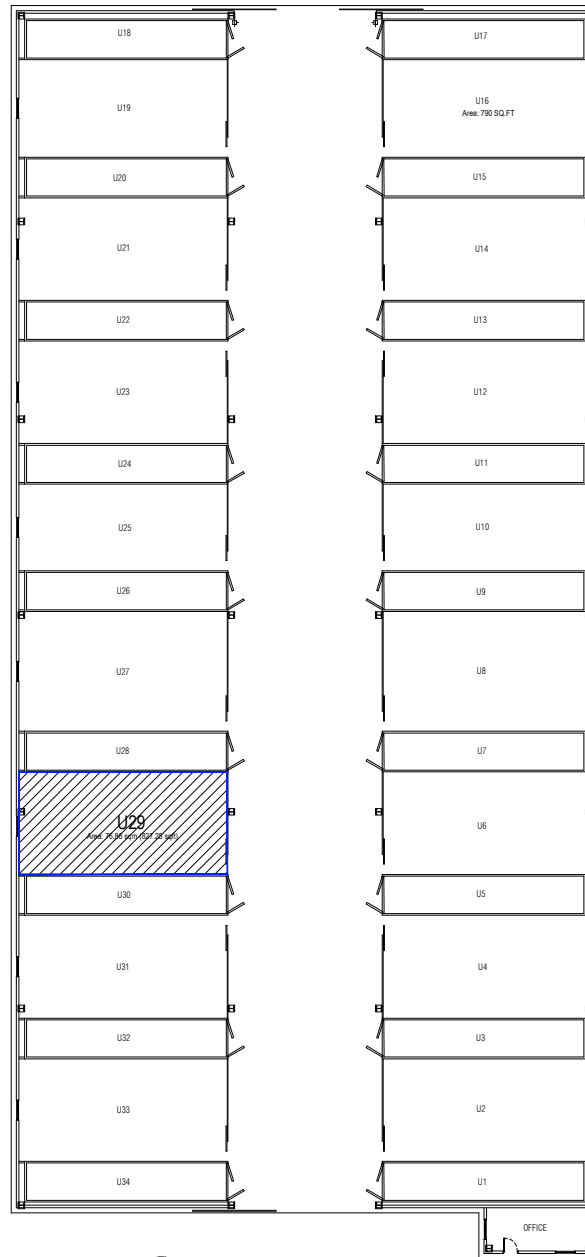
Date: 26th April 2021

Remarks:

A handwritten signature in black ink, appearing to be 'Saif', located below the 'Remarks:' label.

DRAWING : LOCATION MAP

# CHEMICAL WAREHOUSE UNIT (LOT S8-F02)



LOT S8-F02 (CHEMICAL WAREHOUSE) - GROUND FLOOR

PLOT AREA: 2,450.47 SQM / 26,376.73 SQFT

U29 : 76.86m<sup>2</sup> / 827.28 ft<sup>2</sup>



SCALE: 1:500

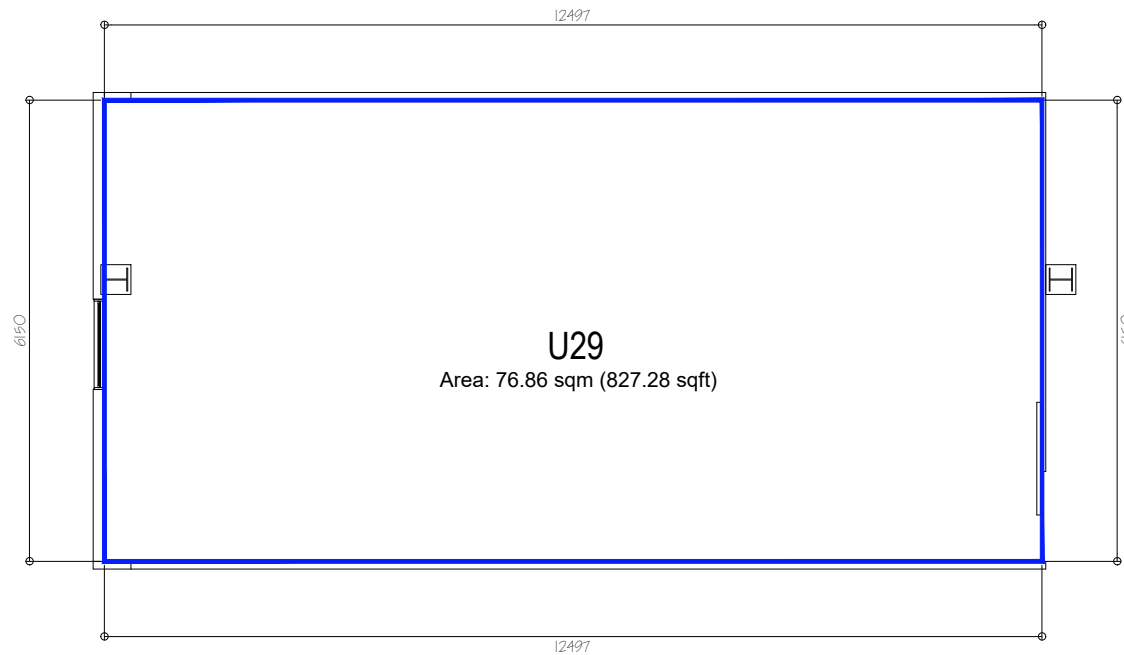
PROJECT : CHEMICAL WAREHOUSE UNIT (LOT S8-F02)



DRAWING : GROUND FLOOR



# FLOOR PLAN : GROUND FLOOR



WAREHOUSE UNIT - GROUND FLOOR PLAN  
U-29 : 76.86 sqm (827.28 sqft)  
SCALE: 1:100

PROJECT : CHEMICAL WAREHOUSE UNIT (LOT S8-F02)

Scale : AS GIVEN

Drawn by: Samah

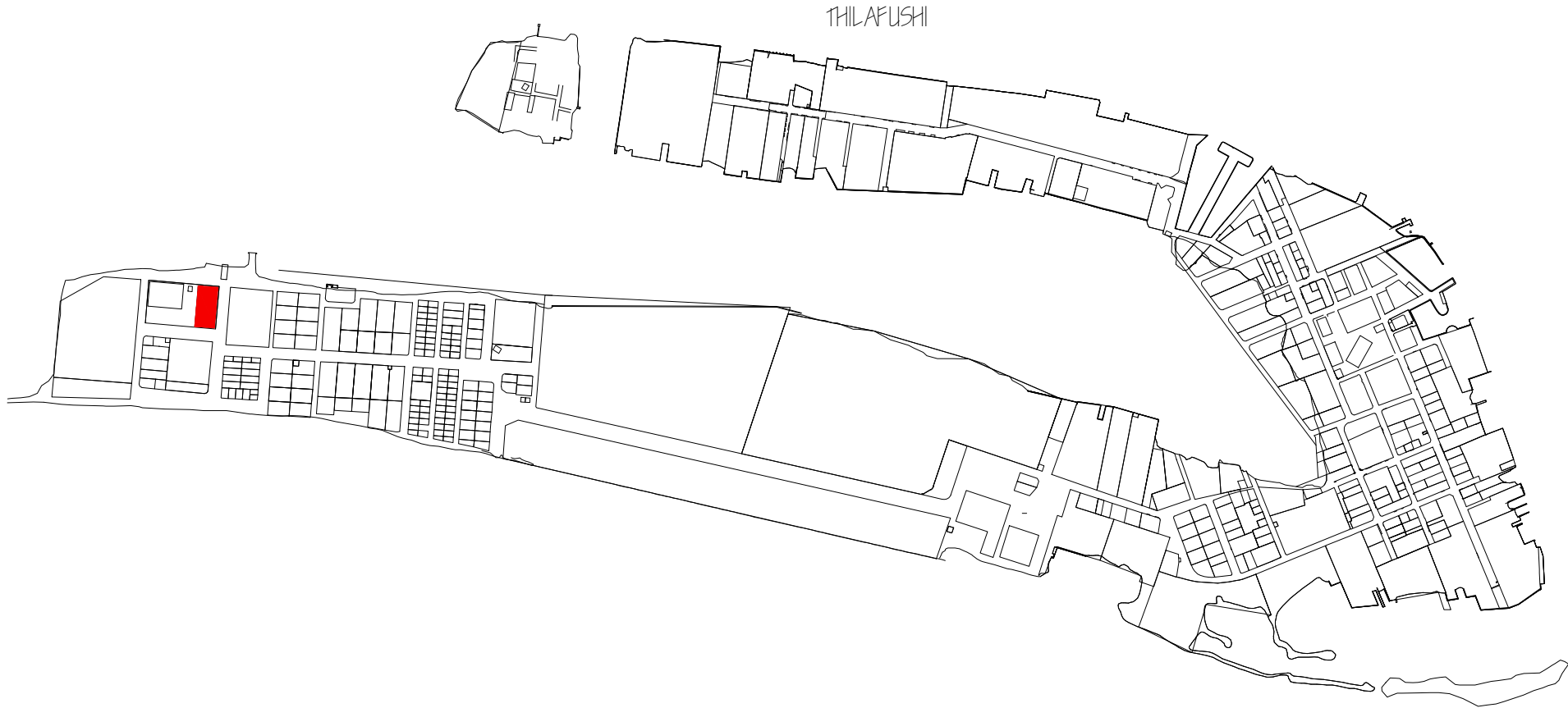
Checked by: Saif

Date: 26th April 2021

Remarks:

DRAWING : FLOOR PLAN

# LOCATION MAP (LOT S8-F02)



LOT S8-F02 (CHEMICAL WAREHOUSE)

PLOT AREA: 2,450.47 SQM / 26,376.73 SQFT

SCALE: NTS

PROJECT : CHEMICAL WAREHOUSE UNIT (LOT S8-F02)

DRAWING : LOCATION MAP

Scale : AS GIVEN

Drawn by: Samah

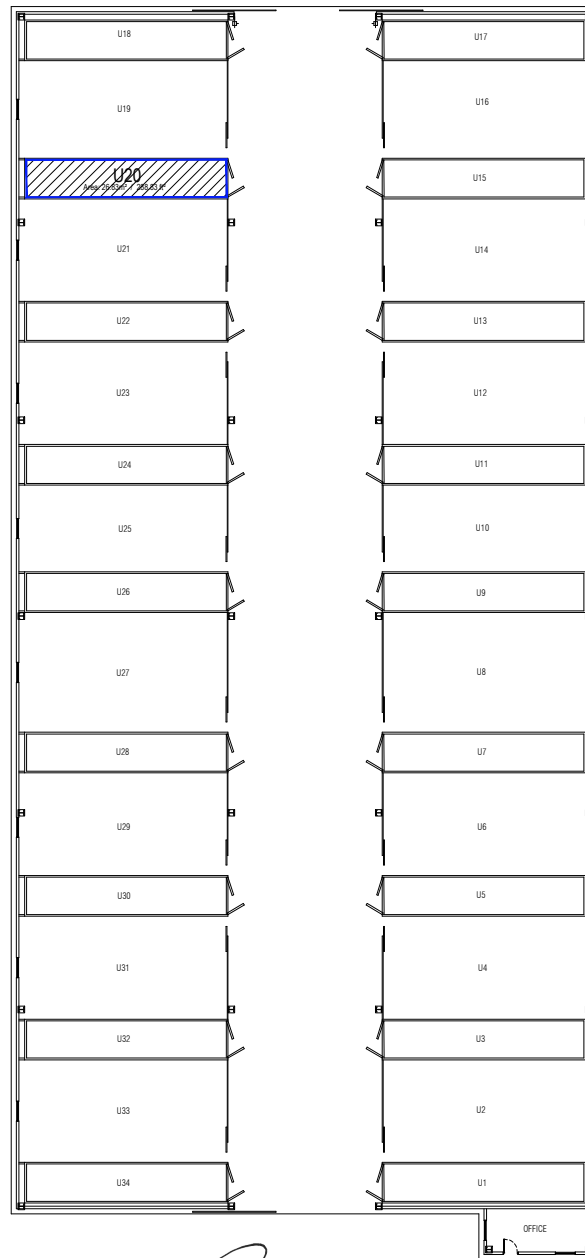
Checked by: Saif

Date: 26th April 2021

Remarks:



# CHEMICAL WAREHOUSE UNIT (LOT S8-F02)



LOT S8-F02 (CHEMICAL WAREHOUSE) - GROUND FLOOR

PLOT AREA: 2,450.47 SQM / 26,376.73 SQFT

U20 : 26.83m<sup>2</sup> / 288.83 ft<sup>2</sup>

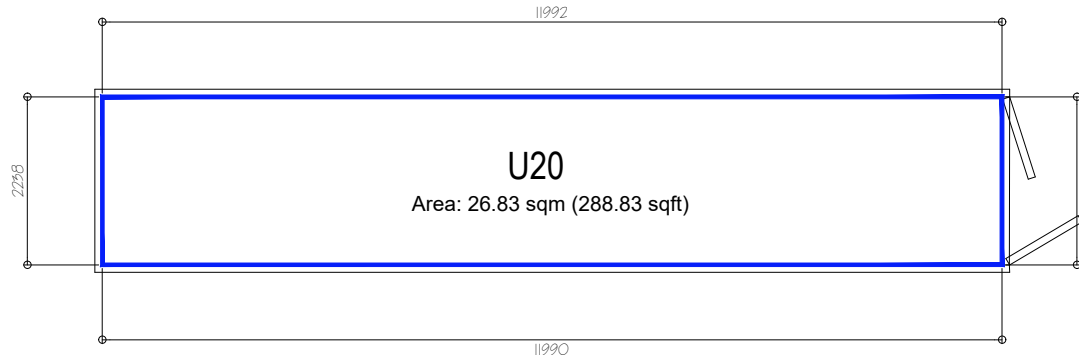


SCALE: 1:500

PROJECT : CHEMICAL WAREHOUSE UNIT (LOT S8-F02)

DRAWING : GROUND FLOOR

# FLOOR PLAN : GROUND FLOOR



WAREHOUSE UNIT - GROUND FLOOR PLAN  
U-20 : 26.83m<sup>2</sup> / 288.83 ft<sup>2</sup>

SCALE: 1:100

PROJECT : CHEMICAL WAREHOUSE UNIT (LOT S8-F02)

Scale : A5 GIVEN

Drawn by: Samah

Checked by: Saif

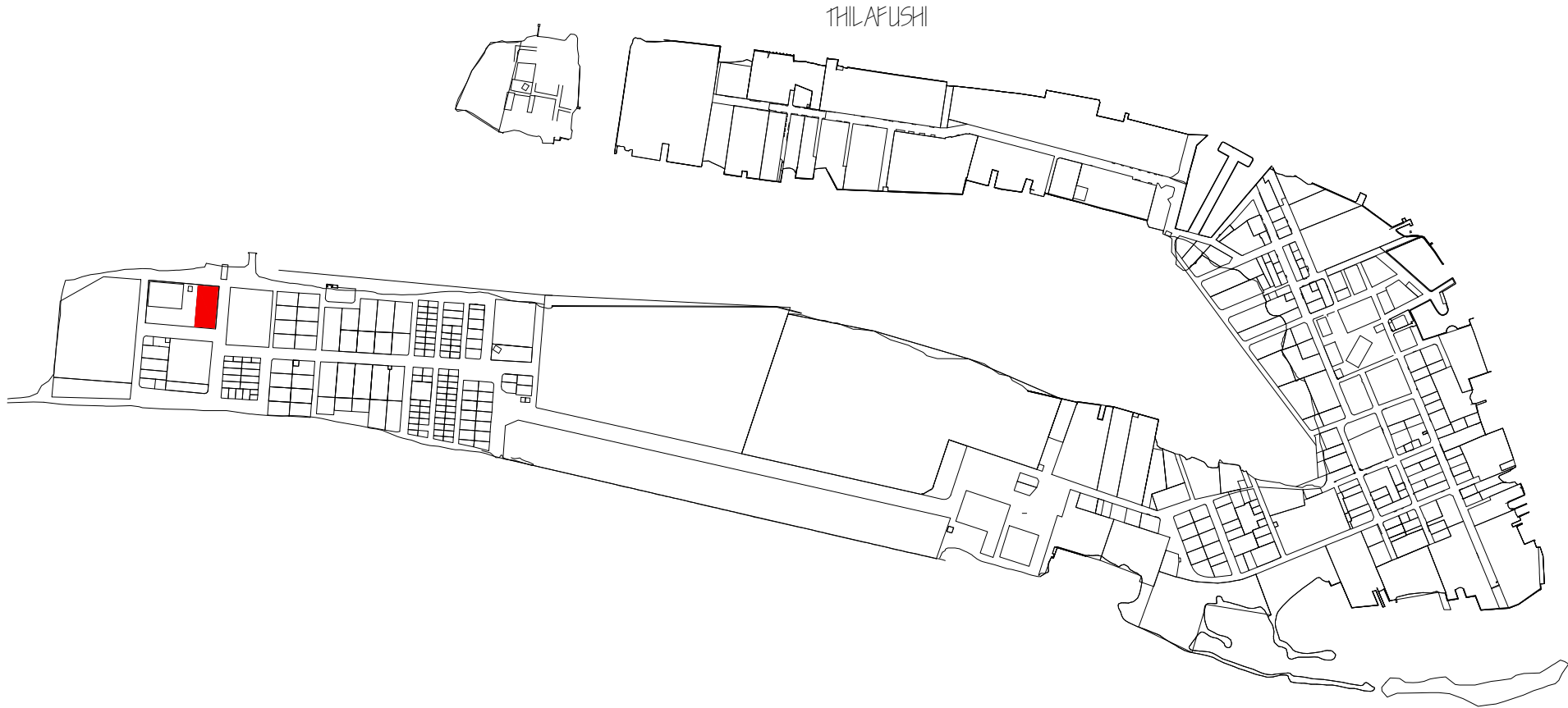
Date: 26th April 2021

Remarks:

DRAWING : FLOOR PLAN



# LOCATION MAP (LOT S8-F02)



LOT S8-F02 (CHEMICAL WAREHOUSE)

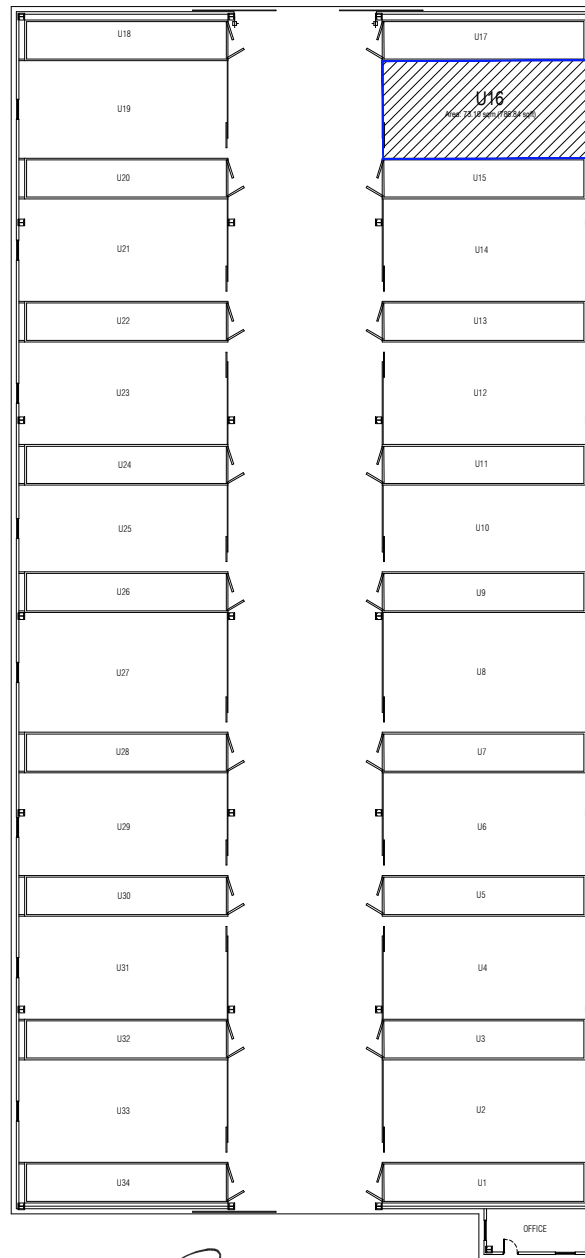
PLOT AREA: 2,450.47 SQM / 26,376.73 SQFT

SCALE: NTS

PROJECT : CHEMICAL WAREHOUSE UNIT (LOT S8-F02)

DRAWING : LOCATION MAP

# CHEMICAL WAREHOUSE UNIT (LOT S8-F02)



LOT S8-F02 (CHEMICAL WAREHOUSE) - GROUND FLOOR

PLOT AREA: 2,450.47 SQM / 26,376.73 SQFT

U16 : 73.10m<sup>2</sup> / 786.84 ft<sup>2</sup>



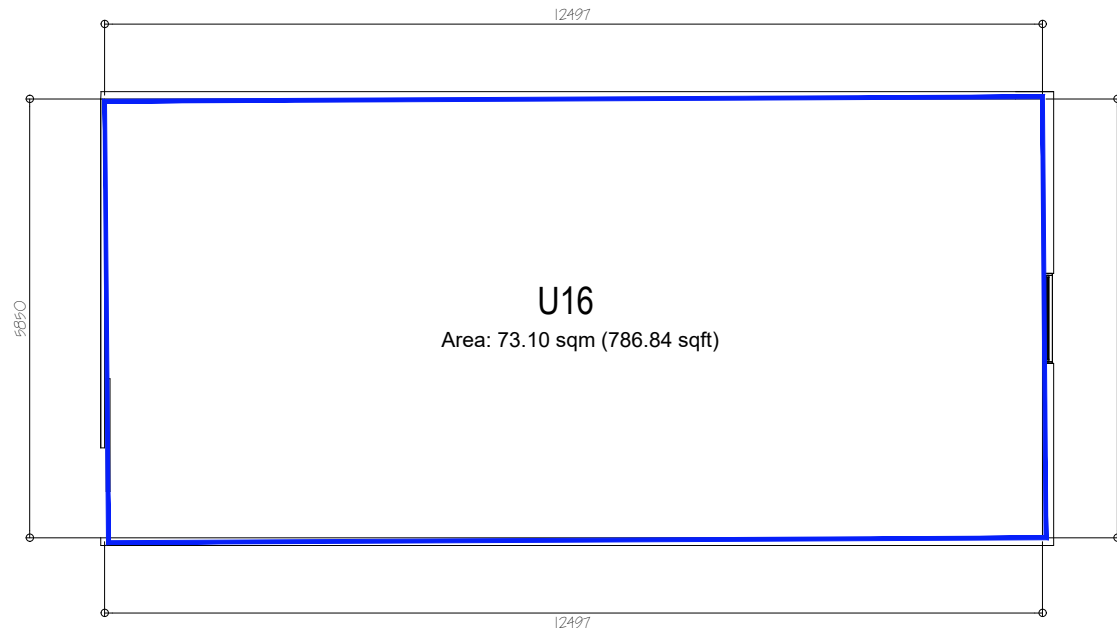
SCALE: 1:500

PROJECT : CHEMICAL WAREHOUSE UNIT (LOT S8-F02)

DRAWING : GROUND FLOOR



# FLOOR PLAN : GROUND FLOOR



WAREHOUSE UNIT - GROUND FLOOR PLAN  
U-16 : 73.10m<sup>2</sup> / 786.84 ft<sup>2</sup>

SCALE: 1:100

PROJECT : CHEMICAL WAREHOUSE UNIT (LOT S8-F02)

Scale : AS GIVEN

Drawn by: Samah

Checked by: Saif

Date: 26th April 2021

Remarks:

DRAWING : FLOOR PLAN

#### 4. UNIT FRONTAGE AND GUIDLINE

(Refer to Next Page)



**SECTION VI. CONTRACT TERMS**

1.	<b>Parties to the Agreement</b>	<p>Housing Development Corporation Ltd HDC Building Hulhumalé</p> <p>(hereinafter referred to as "Lessor", which expression shall include its successors-in-title, liquidators, administrators and lawful assignees where the context so requires or admits).</p> <p>[Address of the successful Proponent]</p> <p>(hereinafter referred to as "Lessee", which expression shall include its successors-in-title, liquidators, administrators and lawful assignees where the context so requires or admits)</p>
2.	<b>Objective</b>	2.1. The objective of this agreement is to lease the unit from Chemical Warehouse in Thilafushi.
3.	<b>Unit Detail</b>	<p>3.1 The units to be leased is Thilafushi Chemical Warehouse unit:</p> <ul style="list-style-type: none"> <li>○ U-16 measuring an area of 786.84 sqft.</li> <li>○ U-20 measuring an area of 288.83 sqft.</li> <li>○ U-24 measuring an area of 288.83 sqft.</li> <li>○ U-29 measuring an area of 827.28 sqft.</li> </ul>
4.	<b>Unit Usage</b>	4.1 The unit should only be used to storage chemical products.
5.	<b>Lease Term</b>	5.1 The lease period is 2 years from the date of handover of premises.
6.	<b>Lease Rate and Maintenance Fee</b>	<p>6.1 The lease rate for the Chemical Warehouse unit is fixed at MVR 15.00 (Maldivian Rufiyaa Fifteen) per square feet per month.</p> <p>6.2 The maintenance for the Chemical Warehouse unit is fixed at MVR 1,000.00 (Maldivian Rufiyaa One Thousand) per month.</p>
7.	<b>Conditions Precedent</b>	<p>7.1 Agreement will only be signed upon fulfilment of the conditions precedent:</p> <ul style="list-style-type: none"> <li>• Submission of Lease Deposit as per Clause 8.</li> </ul>



		7.2 The unit will be handed over to the lessee within 7 (Seven) days after signing the agreement.
<b>8.</b>	<b>Lease Deposit</b>	8.1 The lease deposit amount shall be 03 (three) months' lease of the proposed lease rate of the successful Proponent. 8.2 This amount should be paid within 7 (seven) working days from the date of conditional award.
<b>9.</b>	<b>Duties and Obligations of Lessee</b>	9.1 Utilize the leased Premises only for the specific commercial usage, and remain consistent in carrying out the work. 9.2 Use the Premises to provide facilities or services that conform to the rules and regulations and Lessor's guidelines which may be issued and/or modified from time to time, and the rules and regulations enforced by the relevant Authority or any other institution in charge of issuing of permits or authorizations. 9.3 Make payments to the relevant Authorities for all utility services consumed or supplied inclusive of electricity meters, water meters and telecommunication connections to the Premises during the Term. The Lessor and the Lessee confirm the readings for the electricity and water supply meters on the Premises at the time of occupation of the Premises. 9.4 Not to assign, sublet, charge or part with or share possession or otherwise dispose of the Premises or any of its rights, obligations, or responsibilities under the Agreement without the prior written consent of the Lessor.
<b>10.</b>	<b>Obligation of HDC</b>	10.1 Provide all the required information requested by the Proponent, without unreasonably withholding or delaying the information. However, 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.
<b>11.</b>	<b>Option to Renew Term</b>	11.1 The Lessor may at its discretion give the Lessee option to renew or extend the Term, provided that the Lessee requests to renew or extend the Term at least 6 (Six) months prior to expiration of the Term. However, such renewal or extension may be granted based on the Lessee's performance under the Agreement. The Lessor and the Lessee shall negotiate the new extension of the Term. In the



		<p>event that the Lessor and the Lessee fail to reach mutual agreement with regard to the terms and conditions for renewal or extension of the Term latest by 3 (Three) months prior to expiration of the Term, then the Agreement shall expire at the end of the Term.</p>
<b>12.</b>	<b>Termination</b>	<p>12.1 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>12.2 The Lessor may terminate the agreement without any compensation payable to the Lessee in the event the rent due and/or penalty remains unpaid as the end of 30 (thirty) calendar days written notice period</p> <p>12.3 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 and MVR 100,000 considering the degree of the breach, to be determined by the sole discretion of the Lessor.</p> <p>12.4 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 unit and handover the unit to the Lessor</p> <p>12.5 The Lessor may terminate the agreement immediately without any prior written notice, if the Lessee fails to perform any of the fundamental obligations</p> <p>12.6 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.</p>

**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.

