

# MALDIVE GAS PRIVATE LIMITED



INVITATION TO SUBMIT PROPOSALS

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## Supply and Delivery of 02 Nos 02 Ton Pickup

REF NO: MGPL-I/PD/2023/12

15<sup>th</sup> August 2023

### **Disclaimer**

The information contained in this Request for Proposals document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Maldive Gas Private Limited (the “MGPL”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. MGPL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

MGPL, its employees, and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

MGPL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. MGPL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MGPL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and MGPL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## **1. INTRODUCTION**

Maldivian Gas Private Limited (MGPL) invites interested parties to provide proposals to supply and delivery of the vehicles (the “Vehicle”), as per the terms and conditions provided in this Document.

## **2. BACKGROUND**

Maldivian Gas Private Limited (MGPL), a subsidiary of State Trading Organization plc (STO), is engaged in the natural gas distribution market since 1999, catering to a customer base of over 40,000. Over the years we have emerged as the market leader in providing Liquefied Petroleum Gas (cooking gas) throughout the Maldives. In addition to LPG, we also provide a wide range of related appliances and industrial gases such as Acetylene, Argon, Nitrogen, and Helium. We are also the sole producer and supplier of medical oxygen catering to more than 95% of hospitals throughout the country.

## **3. DEFINITIONS**

For the purpose of this Request for Proposal (RFP), the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires: -

- 3.1 ‘MGPL’ means Maldivian Gas Private Limited, which expression shall unless excluded by or repugnant to the context include MGPL’s representative.
- 3.2 ‘MGPL’s Representative’ means the staff or any person authorized by who would be in charge of work and would sign the documents on behalf of the MGPL.
- 3.3 ‘STO’ means the State Trading Organization Plc, which expression shall unless excluded by or repugnant to the context include STO’s representative.
- 3.4 ‘Consultant’ means any person / firm / company or organization engaged in rendering professional services and shall include all his associates.
- 3.5 ‘Bid Submission Date’ means 29<sup>th</sup> August 2023, 10:00 hours, or date extended according to the process stated herein.
- 3.6 ‘Bid Stage’ means the period between the date of this RFP and Bid Due Date.
- 3.7 ‘LOA’ means Letter of Award notification.

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3.8 'Member or Associate' means shareholder/s of the Bidder or a partner in business.

3.9 'Subsequent Agreements' means one or more agreements, deed, instruments executed between MGPL and Selected Bidder pursuant to the Project.

3.10 'Laws' means, existing Laws and Regulations of the Republic of Maldives and any other applicable international protocol.

#### 4. SCHEDULE OF BIDDING PROCESS

MGPL shall endeavour to adhere to the following schedule:

<b>Event Description</b>	<b>Date</b>
4.1 Last date for receiving queries	27 <sup>th</sup> August 2023, 10:00 hrs
4.2 MGPL response to queries latest by	28 <sup>th</sup> August 2023, 10:00 hrs
4.3 Bid Submission Date	29 <sup>th</sup> August 2023, 10:00 hrs
4.4 Validity of Bids	30 days of bid due date

#### **Pre-bid Meeting**

Venue: MGPL Head Office, STO Trade Centre 2<sup>nd</sup> floor

Time: 10:00 hrs

Date: 21<sup>st</sup> August 2023 10:00 hrs

#### 5. SCOPE

- 5.1. Supply and delivery of Vehicle, of the specifications, as in below table.
- 5.2. Registration of the Vehicles under MGPL should be done by the supplier. Garage letter will be provided by MGPL.
- 5.3. The supplier shall request to inspect once the Vehicle arrives in the Maldives.
- 5.4. A third-party inspection will be done using a diagnose system to check if the vehicle is new or re-conditioned. The cost of inspection and diagnostic testing shall be inclusive of the quoted price and shall be shown separately.

#### 5.5. Description of Specification

<b>02 Ton Pickup</b>	
<b>Quantity</b>	02 Nos
<b>Brand</b>	Toyota (Dyna) or (Toyoace)
<b>Condition</b>	New or Re-condition
<b>Manufactured Date</b>	2019 or after

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<b>Payload Capacity</b>	2000KG
<b>Passanger Capacity</b>	3 Nos
<b>Propellant/ Fuel Type</b>	Diesel
<b>Transmission</b>	Automatic
<b>Drive</b>	Right Hand Drive
<b>Steering</b>	Powered Steering
<b>Overall</b>	(L x W x H) 5964 x 1859 x 2135 to 6120 x 1995 x 2238 (mm)
<b>Deck</b>	(L x W x H) 3102 x 1820 x 380 to 4355 x 2084 x 378 (mm)
<b>Fuel Tank Capacity</b>	80L to 150L
<b>Wheelbase size</b>	2500 to 3400 (mm)
<b>Wheelbase</b>	Wheelbase rear 2 x 2
<b>Ground Clearance</b>	200mm to 280mm
<b>Drivetrain</b>	2WD / 4WD
<b>Engine Displacement (cc)</b>	3500cc to 4000cc
<b>Engine Cooling</b>	Water Cooling
<b>Deck Type</b>	Standard Flat Body Truck
<b>Enclosed Driver Cab</b>	Sun Wiser, Tilt Cab
<b>Locking System</b>	Central Locking
<b>Accessories</b>	<ul style="list-style-type: none"> <li>a. Spare Wheel</li> <li>b. Service Manual / Parts Manual</li> <li>c. ABS</li> <li>d. Airbag</li> <li>e. Radio</li> <li>f. Air-condition Unit</li> <li>g. Rear Camera</li> <li>h. Turbo</li> </ul>

## **6. ADDENDA TO THE BID DOCUMENT**

Before the deadline for submission of bids, MGPL may modify the Bid Documents by issuing addenda. The addenda shall be communicated in writing to all Bidders and shall become a part of the Bid Documents.

## **7. CLARIFICATION OF BID DOCUMENTS**

A prospective bidder requiring any clarification of the Bid Documents may notify MGPL in writing to the mailing address [procurement@maldivegas.com](mailto:procurement@maldivegas.com). MGPL will respond in writing to any request for clarification sent to **procurement@maldivegas.com ONLY**

## **8. INSTRUCTIONS TO BIDDERS.**

- 8.1 Unless the context otherwise required or expressed, the terms not defined in this RFP shall have the meaning assigned thereto in this RFP.
- 8.2 Bidders shall be responsible for careful examination of all Bid Documents. All the information necessary for the Bid shall be obtained at Bidders' responsibility and expense. Misrepresentation or misinformation does not justify bidder in any alteration of the submitted offer.
- 8.3 Language of document shall be English.
- 8.4 Bid currency should be in Maldivian Rufiyaa (MVR) only.
- 8.5 Each Bidder must submit only one proposal by itself. A Bidder who submits or participates in more than one proposal will be disqualified. If MGPL discovers or has a reason to believe that collusion exists among any/all Bidders, any/all such proposals will be rejected, and all participants in such collusion will be excluded from consideration for future proposals for the same work.
- 8.6 At any time prior to the Bid Due Date, MGPL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, MGPL may, in its sole discretion, extend the Bid Due Date.
- 8.7 Agreement shall be drawn with the selected bidder and this document with all terms and conditions shall form part of the Subsequent Agreement.
- 8.8 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Subsequent Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the

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Agreement.

- 8.9 Deadline for submission of Proposal may be extended at the discretion of MGPL.
- 8.10 Proposal submitted after the deadline shall be rejected.
- 8.11 Bids received by MGPL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 8.12 Documents shall be sealed and Proposal Envelopes shall bear the following Identification

**Supply and Delivery of 02 Nos 02 Ton Pickup**  
(MALDIVE GAS PRIVATE LIMITED)  
DO NOT OPEN BEFORE 29<sup>th</sup> August 2023, 10:00 hrs  
(Name of the Bidder)

- 8.13 If the envelope is not sealed and marked as above, MGPL will assume no responsibility for the misplacement or premature opening of the proposal.
- 8.14 Any condition or qualification or any other stipulation contained in the bid shall render the Bid liable to rejection as a non- responsive Bid
- 8.15 The Bidder should submit a Power of Attorney as per the format in Annexure III authorizing the signatory of the bid to commit the bidder
- 8.16 Proposal will be opened at the presence of the bidders who choose to attend
- 8.17 The Letter of Award Notification (LOA) shall be sent to the Selected Bidder within the validity date of the Bidding process.
- 8.18 MGPL will review each bid and perform a detailed evaluation based on the evaluation criteria described in this RFP document.
- 8.19 MGPL reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidder.
- 8.20 In the event where the prices received are above the prices anticipated or where the submitted Proposals are not representatives of the prices in the general market, MGPL reserves the right to negotiate / cancel the process.
- 8.21 Any and all travel and accommodation expenses related to this tender shall be arranged and paid by the Bidder.
- 8.22 The delay damages for the work / service is 0.05% (Point Zero Five) per day
- 8.23 The maximum amount of delay damages for the whole of the works / services is 15% (fifteen percent) of the assigned work / services respectively.
- 8.24 MGPL reserves the right to reject proposals from Blacklisted Customers and Legal Customers, including the Default Customers / Parties and it shall extend to STO and Subsidiaries of STO as well.

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- 8.25 MGPL may disqualify any bidder as a consequence of failure on commitment or quality issues stated below considering the part engagements with MGPL. Bidders will not be disqualified for unintentional mistakes or actions which do not tantamount to intentional cheating. MGPL has the right to disqualify or blacklist the Bidders permanently or to suspend the Bidder for a certain period of time depending on the severity.
- Intent to cheat.
  - Misrepresentation of facts in Bid Proposals.
  - Malpractices in supplies or services
  - Intentional Disclosure of MGPL confidential information
  - Bidder participates in bidding / Negotiations, wins the contract but subsequently does not execute the work.
  - Repetitive Quality issues in Supplies / Services provided to MGPL regarding past engagements.
  - Unreasonable delays in deliveries or execution of services in the past engagements.
  - Bidder's repetitive delays getting into contractual agreement with MGPL after winning a contract.
  - Other violations of responsible business practices.
  - Any other criteria as MGPL may deem appropriate in the interest of the organization or government in compliance with company policies and Laws of Republic of Maldives.
- 8.26 MGPL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the [the RFP and/or the Bidding Documents] and the Bidder shall, when so required by MGPL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by MGPL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of MGPL thereunder.
- 8.27 Bids shall be deemed to be under consideration immediately after they are opened and until such time MGPL makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, MGPL and/ or their employees/ representatives on matters related to the Bids under consideration.
- 8.28 Without prejudice to the rights of the MGPL herein and the rights and remedies which the MGPL may have under this RFP Document or otherwise, if a Bidder is found to have directly or indirectly or through an agent, engaged



or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the submission or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender issued by MGPL during a period of 3 (three) years.

- 8.29 A Bidder must not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MGPL shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by MGPL and not by way of penalty for, *inter alia*, the time, cost and effort of MGPL, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to MGPL under the Bidding Documents or otherwise.
- 8.30 The Bidding Process shall be governed by, and construed in accordance with, the laws of Republic of Maldives and the Courts of Maldives in where MGPL has its head office shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 8.31 To assist in the examination of responsiveness, evaluation, and comparison of bids, MGPL may, at MGPL’s discretion, ask any Bidder to submit any documents (including and not limited to some mandatory documents which shall not affect the competitiveness of the process) for clarification and verification of the Bidder’s Bid. Any document which affect the competitiveness shall not be accepted during the resubmission period. The Tender Committee has discretion to reject any document submitted during resubmission period, if found, which shall affect the competitiveness of the Tender process.
- 8.32 Withholding tax of 10% will be deducted from the gross amount of invoice value if a payment is made for any service rendered by the Bidders not registered in Maldives, non-residents of Maldives as defined in Income Tax Act of Maldives.
- 8.33 The bidder shall be responsible for all of the costs associated with the preparation in the Bidding Process. MGPL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process

## **9. REQUIRED DOCUMENTS.**

- Experience/ Reference Letters are a mandatory requirement for the following RFP. Refer to the clause 11.7 and its sub-clauses.
- If the bidder fails to submit the mandatory experience letters, the bid will be considered non responsive and would not be taken into evaluation.

### **9.1. OTHER DOCUMENTS**

- 9.1.1. Copy of Company/ Sole Proprietorship Registration Certificate
- 9.1.2. Copy of Company GST/VAT registration certificate and Tax Clearance Certificate.
- 9.1.3. Copy of most recent Memorandum of Association
- 9.1.4. Shareholders National ID Card copies/Passport copies of foreigners
- 9.1.5. A Cover Letter including proposed price and project schedule (timeline).
- 9.1.6. Letter comprising the bid (as per the format provided in Annexure I)
- 9.1.7. Power of Attorney (As per the format provided in Annex II)
- 9.1.8. Tender submission checklist (Annexure-IV)

MGPL may choose to accept a proposal which does not contain one or more of the documents listed above in this section on the ground that information provided in another document or elsewhere in the proposal does satisfy the purpose for which the document is requested. In situation where documents are missing bidders would be requested to submit the following before evaluation is held.

## **10. EVALUATION CRITERIA AS FOLLOWS.**

	<b>Description</b>	<b>Weighting %</b>
<b>1</b>	<b>Bid Price</b>	<b>70%</b>
<b>2</b>	<b>Duration</b>	<b>15%</b>
<b>3</b>	<b>Experience</b>	<b>15%</b>
	3% per reference letter	
	<b>Total</b>	<b>100%</b>

## **11. EVALUATION GUIDELINES**

- 11.1 MGPL will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP.
- 11.2 Prior to evaluation of Bids, MGPL shall determine whether each Bid is responsive to the requirements of this RFP.
- 11.3 Marks shall be distributed on Pro-rata basis.
- 11.4 MGPL has the rights to disregard the bid if the prices are above the market price.

### **11.5 Proposed Price (70 marks)**

- a) Total lowest price offered would achieve the highest. Higher Price Proposal will receive lesser marks in proportion to the lowest quoted.

### **11.6 Duration (15 marks)**

- a) Total lowest duration offered would achieve the highest. Higher Duration will receive lesser marks in proportion to the lowest quoted.

### **11.7 Experience (15 marks)**

- a) Experience will be validated by:
  - reference letters of similar nature (positive) issued by the clients
- b) Reference letter/Completion Certificates received ONLY in the name of the companies/Government Entities/Institutions/Commissions etc. will be considered as experience of the bidder
- c) Reference letters/Completion Certificates in the name of individual members/consultants will not be considered as a bidder's experience
- d) Experience of the bidder will be measured with the relevant nature of work as required in this RFP.

## **12. FINANCIAL PROPOSAL**

- 12.1. An advance payment of 30% to be awarded to the supplier before commencement of the work upon receiving the advance payment guarantee from a registered Bank of Maldives. The advance payment guarantee shall be valid until project completion date under this Agreement.
- 12.2. The Bidder shall furnish a Performance Bond to MGPL prior to signing this Agreement, in a form of Bank Guarantee and/or Insurance Bond acceptable to MGPL.
- 12.3. If the Bidder fails to complete and/or refuses to carry out and/or abandons the work and/or breaches the Agreement, the Performance Bond shall be forfeited by MGPL.
- 12.4. Balance payment to be paid after delivery & upon completion of vehicle registration process.

## **13. AWARD OF CONTRACT**

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by MGPL to the Selected Bidder and the Selected Bidder shall, within 10 (ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the next eligible Bidder may be considered.

## **14. BID VALIDITY**

The Bids shall remain valid for 30 (thirty) days after the deadline for date of bid submission.

## **15. SUBMISSION**

- 15.1. Proposals are to be submitted on **29<sup>th</sup> August 2023**, Time: 10:00 hours to **Maldivian Gas Private Limited Head Office (STO Trade Center 2<sup>nd</sup> Floor) Orchid Magu, Male’, Republic of Maldives.**

## **16. QUERIES & FEEDBACK**

All questions relating to the terms of condition shall be directed by email or in writing to:

**Mohamed Abaan Ibrahim**

Assitant Officer Gr.03 / Procurement Department

Maldiv Gas Pvt Ltd

Orchid Magu,

Maafannu Male', Maldives

Tel: 3005405

Email: [procurement@maldivegas.com](mailto:procurement@maldivegas.com) .

## **17. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MGPL in relation to, or matters arising out of, or concerning the Bidding Process. MGPL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. MGPL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MGPL or as may be required by law or in connection with any legal process.

### ***Disclaimer:***

*Notwithstanding anything contained in this RFP, MGPL reserves the right to reject any Bid and to annul the Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that MGPL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Parties to submit fresh Bids hereunder.*

*Annexure-I - Letter Comprising the Proposal*

Dated:

To,  
[Procurement Manager]  
Procurement Department,  
Maldiv Gas Pvt Ltd

***Sub: Supply and Delivery of 02 Ton 2 Pickup***

Dear Sir,

With reference to your RFP document dated ....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Work / Service. The Bid is unconditional and unqualified.

1. I/ We acknowledge that Maldiv Gas Pvt Ltd will be relying on the information provided in the Bid and the documents accompanying the Bid for selection, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection for the services of handling and execution of the freight, customs clearance duties related work.
3. I/ We shall make available to the Maldiv Gas Pvt Ltd any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Maldiv Gas Pvt Ltd to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial body or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any Authority nor have had any contract terminated by any courts of law for breach on our part.
6. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Maldiv Gas Pvt Ltd; and
  - (b) I/ We do not have any conflict of interest in accordance with the RFP document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposals issued by or any

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- agreement entered into with the Maldives Gas Pvt Ltd or any other private / public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
  8. I/ We declare that we/ any Member of the Consortium / Joint-Venture, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Work.
  9. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  11. I/ We further certify that no investigation by a regulatory Employer is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
  12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
  13. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Maldives Gas Pvt Ltd in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
  14. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft to me/us [prior / after] to the Bid Due Date.
  15. I/ We have studied all the Bidding Documents/RFP carefully. We understand that except to the extent as expressly set forth in the Subsequent Agreement/s, we shall have no claim, right or title arising out of any documents or information provided to us by the Maldives Gas Pvt Ltd or in respect of any matter arising out of or relating to the Bidding Process including the award.
  16. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
  17. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

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18. I/We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Agreement till occurrence of Financial Close in accordance with the Agreement.}
19. I/ We shall keep this offer valid for [30 ] days from the Bid Due Date specified in the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name, and designation of the Authorised signatory)

Place: Name and seal of Bidder



***Annexure II - Power of Attorney***

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ..... Project proposed or being developed by the Maldivian Gas Pvt Ltd (the “MGPL”) including but not limited to signing and submission of all applications, bids, and other documents and writings, participate in bidders' and other conferences, and providing information / responses to the MGPL, representing us in all matters before the MGPL, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with MGPL in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with MGPL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2023

For.....

(Signature, name, designation and stamp)

Witnesses:

- 1.
- 2.

Accepted

(Signature, name, designation, and address of the Attorney)

***Annexure III – Tender Submission Checklist***

The checklist is to be used to ensure that you have provided all the documentation required for this tender.

**Please Tick ✓ the boxes provided**

Envelope 'A' (ORIGINAL) – Required Documents

- Experience letter/Completion letter as per the clause 9.6 and its sub-clauses.
- Copy of Company/ Sole Proprietorship Registration Certificate
- Copy of Company GST/MIRA/VAT Registration Certificate and Tax Clearance.
- Copy of most recent Memorandum of Association
- Shareholders National ID card copies/Passport Copies foreigners.
- Letter comprising the bid (as per the format provided in Annexure I)
- Power of Attorney (As per the format provided in Annex II)
- Signed and stamped Appendix to Tender (Refer to Annexure III)
- This **tender submission checklist**, completed, signed, stamped, and dated.

**Please Ensure that;**

- Language of document shall be English or Dhivehi and Bid currency should be in Maldivian Rufiyaa (MVR).
- Proposals (All the Pages in the Bid Document) of the offer are signed by the tenderer or his duly authorized agent.

Name: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date:

Note: Signature / Stamp on all pages of the proposal.