

REQUEST FOR PROPOSALS

TENDER TO DRAW THE OFFICE INTERIOR AND CONSTRUCTION OF MSS NEW OFFICE SPACE AREA

(MSS-ANN/2024/001)



2nd Floor, STO Trade Center, Orchid Magu, K. Male', Maldives
info@stateshipping.mv +960 3029200

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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 Maldives State Shipping (the “MSS”) 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. The MSS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of the law expressed herein.

The MSS, 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.

The MSS 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. The MSS 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 MSS, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the MSS 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.

Note: All timing mentioned in this document are in Maldives time (GMT+5)

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1. INTRODUCTION

Maldives State Shipping Company Pvt Ltd (MSS) invites qualified local and international service providers to submit your quotation for the goods described herein. Partial Quotations shall be rejected, and MSS reserves the right to award a contract for selected items only.

2. BACKGROUND

Incorporated in February 2020, the Maldives State Shipping Company Pvt Ltd (the "MSS"), is a shipping and logistics company offering an extensive international liner shipping service, which is anticipated to revolutionize the shipping and logistics industry of the Maldives by providing an excellent gateway for efficient shipping solutions in the Maldives.

MSS is owned by the State Trading Organization (STO), a successful state-owned public company in operation for over 50 years, with many thriving subsidiaries, joint ventures, and associates under its umbrella.

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. 'MSS' means the Maldives State Shipping Company Pvt Ltd, which expression shall unless excluded by or repugnant to the context include MSS's representative.
- 3.2. 'MSS's Representative' means the staffs or any person authorized by MSS as a consultant, surveyor, associate or employee who would be in charge of work and would sign the documents on behalf of the MSS.
- 3.3. 'Bidder' means the word "Bidder" referred in this document shall be the party whose tender has been accepted by MSS & shall include all his associates.
- 3.4. 'Bid submission date means **Saturday, 20th January 2024, 1100 hrs** or date extended according to the process stated herein.
- 3.5. 'Bid Stage' means the period between the date of this RFP and Bid Submission Date.
- 3.6. 'LOA' means Letter of Award notification.
- 3.7. 'Member or Associate' means shareholder/s of the Bidder or a partner in business.
- 3.8. 'Subsequent Agreements' means one or more agreements, deed, instruments executed between MSS and Selected Bidder pursuant to the Project.

4. SCHEDULE OF BIDDING PROCESS

Maldives State Shipping shall endeavour to adhere to the following schedule:

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Event Description	Date
Pre-Bid Meeting / Information Session	Saturday, 13 th January 2024, 1100 hrs
Last date for receiving queries	Thursday, 18 th January 2024, 1100 hrs
MSS's response to queries latest by	Thursday, 18 th January 2024, 1600 hrs
Bid Submission	Saturday, 20 th January 2024, 1100 hrs

5. SCOPE OF WORK AND SPECIFICATIONS

- 5.1. Maldives State Shipping Company Pvt Ltd. is looking for a party to draw the interior and construct additional office space at STO Trade Center, 2nd Floor. Please refer to Annex 1 for the layout of the office layout.
- 5.2. The scope of work comprises of the following.
 - Bidder to carry out a detailed site study of the space, including field measurement/analysis of the existing layout including aircon, electricity, etc.
 - Bidder shall ensure compliance to regulations by the building owner.
 - Bidder is to refer to Annex 1 to provide the architectural and layout design solutions based on the existing infrastructure and services available.
 - Revise architectural and layout design if required until approval from MSS is obtained.
 - Specify the sample of materials used and/or technical details of each item.
 - Preparation of design details drawings including carpentry, builder works, aluminium and glass works, etc and to get MSS approval.
 - Upon approval of preliminary design, the bidder will have to develop a detailed design including construction drawings, samples and other technical plans required for fabrication for MSS to approve.
 - To supply materials and manpower for the construction works according to the approved design and scheduled timeline.
 - The bidder is required to provide furniture (tables, workstations, chairs, etc.).
 - The bidder is required to submit the Bill of Quantities for the proposed design along with the proposal.
 - Provide overall project timeline.
- 5.3. The bidder should ensure that the proposed design can accommodate up to 10 staff.

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6. INSTRUCTIONS TO BIDDERS

- 6.1. Unless the context otherwise required or expressed, the terms not defined in this RFP shall have the meaning assigned thereto in this RFP.
- 6.2. 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.
- 6.3. Language of document shall be English/.
- 6.4. Bid currency should be in Maldivian Rufiyaa (MVR) or United States Dollars (US\$).
- 6.5. The proposal price must be written without erasures, both in figures and in words. In case of discrepancy between figures and words, the words shall prevail.
- 6.6. The Proposal must be typed or written in indelible ink and signed by authorized signatories. Any change should be initialled.
- 6.7. All pages of the proposal should be signed by the authorized signatories stamped with the Company seal.
- 6.8. At any time prior to the Bid Submission Date, MSS 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, MSS may, in its sole discretion, extend the Bid Submission Date.
- 6.9. Agreement shall be drawn with the selected bidder and this document with all terms and conditions shall form part of the Subsequent Agreement.
- 6.10. 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 Agreement.
- 6.11. Deadline for submission of Proposal may be extended at the discretion of MSS.
- 6.12. Bids received by MSS after the specified time on the Bid Submission Date shall not be eligible for consideration and shall be summarily rejected.
- 6.13. Documents may also be couriered and notified through email and shall be sealed and the Proposal Envelopes shall bear the following Identification.

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Attn: Mr. Ahmed Shareef
Managing Director / CEO

Maldives State Shipping Company Pvt Ltd
2nd Floor, STO Trade Center,
Orchid Magu, K. Malé, 20188,
Republic of Maldives

DO NOT OPEN BEFORE 20 JANUARY 2024 11:00hrs

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- 6.14.If the envelope is not sealed and marked as above, MSS will assume no responsibility for the misplacement or premature opening of the Proposal.
- 6.15.Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 6.16.Proposal will be opened at the presence of the bidders. In case if the bidder is not able to attend the bid opening, the bidder can appoint a proxy. The details of the proxy have to be attached along with the proposal (Annexure IV).
- 6.17.MSS will review each Bid and perform a detailed evaluation based on the evaluation criteria described in this RFP document.
- 6.18.MSS 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.
- 6.19.In the event where the prices received are above the prices anticipated or where the submitted tender are not representatives of the prices in the general market, MSS reserves the right to negotiate.
- 6.20.MSS reserves the right to reject proposals from Blacklisted Customers and Legal Customers, including the Default Customers/Parties and it shall extend to Subsidiaries of MSS as well.
- 6.21.Blacklisting is a consequence of failure on commitment or quality issues below. Bidders will not be blacklisted for unintentional mistakes or actions which do not tantamount to intentional cheating. MSS has the right to Blacklist the Bidders permanently or to suspend the Bidder for a certain period of time depending on the severity.
 - a. Intent to cheat.
 - b. Misrepresentation of facts in Bid Proposals.
 - c. Malpractices in supplies or services
 - d. Intentional Disclosure of Maldives State Shipping Company Pvt Ltd. confidential information
 - e. Vendor participates in bidding/ Negotiations, wins the contract but subsequently does not execute the work.
 - f. Repetitive Quality issues in Supplies / Services
 - g. Extreme delays in deliveries or execution of services
 - h. Vendor's repetitive delays getting into contractual agreement with MSS after winning a contract.
 - i. Other violations of responsible business practices
 - j. Any other criteria as MSS may deem appropriate in the interest of the organization or government in compliance with company policies and Laws of Republic of Maldives.
- 6.22. MSS 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 MSS, make available all such information, evidence

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and documents as may be necessary for such verification. Any such verification, or lack of such verification, by MSS shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of MSS thereunder.

- 6.23. Bids shall be deemed to be under consideration immediately after they are opened and until such time MSS 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, MSS and/ or their employees/ representatives on matters related to the Bids under consideration.
- 6.24. A Bidder shall 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.
- 6.25. 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 MSS has its head office shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.26. To assist in the examination of responsiveness, evaluation, and comparison of bids, MSS may, at MSS'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 affects the competitiveness of the Tender shall not be accepted during the resubmission period. MSS has discretion to reject any document submitted during resubmission period, if found, which shall affect the competitiveness of the Tender process.

7. REQUIRED DOCUMENTS.

- 7.1. Documents or Information listed in this section are mandatory for the proposal to be valid. MSS may choose to accept a proposal which does not contain one or more of the documents listed 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.
 - a. Company Profile and Registration copy
 - b. Tax Registration & Tax Clearance copy
 - c. Quotation Submission Sheet (Annexure I)
 - d. Detailed breakdown of the Cost
 - e. Proposed Design
 - f. Minimum 3 experience letters (with reference contact details) of projects of similar nature completed within the past 3 years.
 - g. Proxy Form (if the bidder appoints a proxy to attend the bid opening) (Annexure II)

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8. EVALUATION GUIDELINES

- 8.1. MSS will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP.
- 8.2. In the event where there is a tie between two or more bids and are the highest scoring parties, MSS reserves the right to select one of the bidders after a negotiation process.
- 8.3. Marks will be awarded for:

1	Price	<ul style="list-style-type: none">• The tenderer that proposes the lowest price shall receive a maximum mark of Fifty (50), and for remaining proposals marks will be allocated on pro rata basis.	50 marks
2	Company Profile	<ul style="list-style-type: none">• Company profile & Registration – 2.5 marks• Tax Registration & Clearance – 2.5 marks	5 marks
3	Reference Letters	<ul style="list-style-type: none">• The tenderer will be awarded 5 marks for each reference letter of projects with similar nature with available reference contacts.	15marks
4	Design	<ul style="list-style-type: none">• The tenderer who proposes the most logical and reasonable design will get the highest marks and for remaining designs marks will be allocated on pro rata basis.	15 marks
5	Project Timeline	<ul style="list-style-type: none">• The tenderers who propose the shortest work completion period will be awarded full 10%, and remaining will be allocated on pro rata basis.	15 marks

9. AWARD OF CONTRACT

- 9.1. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by MSS to the Selected Bidder and the Selected Bidder shall, within 3 (three) 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, MSS may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 9.2. The Selected Bidder shall sign the Subsequent Agreement within 3 (three) Days of receiving LOA.

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10. BID VALIDITY

10.1 The Bids shall remain valid for 90 (Ninety) days after the deadline for date of bid submission.

11. SUBMISSION

11.1 Bidders are to submit their Proposal and sample according to the instructions given in the RFP and submit the original set of documents to MSS Head Office on **Saturday, 20th January 2024, 1100 hrs.**

11.2 MSS has the discretion to inform parties to send a softcopy of the original proposal to the informed email address.

12. QUERIES & FEEDBACK

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

Mr. Ahmed Shareef
Managing Director / CEO
Maldives State Shipping Company Pvt Ltd
2nd Floor, STO Trade Center
Orchid Magu
Maafannu, Malé 20188
Republic of Maldives

Email: info@stateshipping.mv

13. 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 MSS in relation to, or matters arising out of, or concerning the Bidding Process. MSS 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. MSS 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 MSS or as may be required by law or in connection with any legal process.

14. PAYMENT TERMS AND CONDITIONS

The following payment terms and conditions will govern all the financial transactions resulting from this RFP.

15.1 Bidders are requested to include a detailed cost breakdown and payment schedule as part of the proposal submission. The payment terms will be applicable to the vendors proposal or as how both parties agreed.

15.2 Advance payment will be paid upon submission of a performance guarantee.

15.3 Upon completion of the project the payment will be made.

15.4 MSS has the right to deduct late fine as per the agreed signed between both parties.

15.5 Any proposed changes to the payment terms must be mutually agreed upon by both parties and documented through formal change order process.

15.6 By submitting a proposal in response to this RFP, bidders acknowledge their acceptance of these payment terms. The selected Bidder shall enter into a formal contract incorporating these payment terms.