

MALDIVE GAS PRIVATE LIMITED



INVITATION TO SUBMIT PROPOSALS

**RETENDER - RELOCATION OF THE LPG BULLET TANK AND
TANK FOUNDATION- K. THILAFUSHI**

REF NO: MGPL-I/PD/2024/07

17th July 2024

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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 Maldivian 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.

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MGPL also accepts no liability of any nature whether resulting from negligence or otherwise 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 well-qualified business entities (Local/International) to provide proposals for relocation of the LPG Bullet Tank and Tank Foundation 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 staffs 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 Due Date' means 25th July 2024, 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.

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 Republic of Maldives and any other applicable international protocol.

4. Schedule of Bidding Process

MGPL shall endeavor to adhere to the following schedule:

| Event Description | Date |
|---|--------------------------------------|
| 1 Last date for receiving queries | 23 rd July 2024, 10:00hrs |
| 2 Authority response to queries latest by | 24 th July 2024, 10:00hrs |
| 3 Bid Submission date | 25 th July 2024, 10:00hrs |

Information session: 21st July 2024, 10:30hrs - K. Thilafushi Maldives Gas Site

5. Scope

LOCATION OF WORK

- The site for the works proposed under this contract is in the Island of K. Thilafushi, Maldives

DESCRIPTION OF WORK

- The project includes replacing the LPG tank, laying the foundation of the tank, and connecting all the pipes. Pipeline testing and tank testing shall also be conducted

Note: The contractor shall submit a work schedule outlining how the work will be carried out.

5.1 RELOCATION OF THE LPG BULLET TANK AND TANK FOUNDATION

- a. For the relocation of the tank and foundation as per the information and drawing given
- b. Remove the tank from its current location and move it to the location indicated on the drawing.
- c. Connection of all lines after tank relocation (LPG inlet, outlet, vapor, fire sprinkler system line)

5.2 DETAILS OF HOW TO REPLACE THE TANK

- a. Relocation of the tank by removing the tank pipeline under the advice and guidance of Maldivian Gas engineers
- b. The contractor shall not excavate anything that will interfere with any operation of the site during the relocation of the tank.
- c. After relocating the tank, the foundation should be demolished and cleaned

5.3 SAFETY

- a. The Contractor shall comply with industrial normal safety practices for working in or around the site.
- b. Contractor's workers should be provided with safety equipment in compliance with the acceptable industrial safety.
- c. When working at Site the contractors should comply with Occupational Health and Safety (OH & S) standards to meet ISO45001:2008. OH & S refers to the conditions and factors that affect or could affect the health and safety of employees or other workers (including temporary workers and contractor's personnel), visitors, or any other person in the workplace. This includes
 - Wearing of Proper Site clothing.
 - Wearing of hard hats, gloves at working site.
 - Wearing Safety Shoes at working sites.
 - Maintaining a "First aid Kit" to attend to minor injuries that may occur during Site works.
 - Providing Safety Sign boards near areas where a danger or public related health issue may occur.
 - Providing Proper Barricading and Warning lights when an area such as an "excavated area is left open".
 - Wearing of Safety Mask/Gas Protection Mask when working with Hazardous chemicals.
 - And any other related safety precautions as per the site condition that may affect the health and safety of the workers or people involved in the workplace.

6.0 TECHNICAL SPECIFICATION

6.1 METAL WORKS

- Metal work shall be done in accordance with the applicable standards. Materials used when doing metal work shall be pure materials without traces of rust.

6.2 THE TYPE OF PIPE TO BE USED (LPG PIPE)

- Seamless Steel Pipe, ASTM A53, SCH80, ASME Welded Neck Flanged Ends. Black Epoxy Powder Coated outside, White epoxy powder coated inner. Wrap foam sheet.
- This specification covers seamless carbon steel pipe for high-temperature service with a nominal (average) wall thickness as given in ASME B36. This specification shall be suitable for bending, flanging, and similar forming operations and welding.

6.3 PIPE SIZE

- The sizes of all LPG pipes to be used are shown on the drawings.

6.4 THE TYPE OF PIPE TO BE USED IS A FIRE SPRINKLER SYSTEM LINE

- The standard pipes to use for the connection of the fire sprinkler system is ASTM A795 / A53 / a135. UL, FM listed
- The sizes of all fire sprinkler system pipes to be used are shown on the drawings.

6.5 WELDING:

6.5.1 GENERAL

Arc welding rods and materials shall be confirmed by the certified welding inspector to the materials to be welded and positioned. The contractor should submit the PQR and WPS to the client before starting the welding works.

The steel shall normally be welded by the metal arc process conforming to B.S. 5135. Other methods shall be subject to the approval of the Project owner

Approval and testing of welders and welding procedures shall be as ASME VIII and XI.

When rain falls or during high wind periods, necessary precautions shall be taken to protect outdoor welding areas.

Welding shall be so carried out as to ensure that:

- Welds will be of good clean metal deposited by a procedure, which will ensure uniformity and continuity of work
- The surfaces of the weld will have an even contour and regular finish and will indicate proper fusion with the parent metal.

The contractor shall have an authorized qualification in Maldives and be approved by the client

6.5.2 Inspection, testing (Pipeline and Tank) and qualified engineer qualifications
Welding parts shall be inspected before, during, and after welding by work schedule.

The LPG tank, LPG and fire lines shall be assembled and welded according to the drawings and information given, and the prescribed tests shall be conducted. Test certificates shall be submitted upon completion of the tests. The tests should be conducted by a one qualified engineer. Qualifications are the following who have 5 years of experience in the oil and gas field.

- Certified Welding Inspector qualification
- API 570 Authorized Piping Inspector qualification
- API 510 Authorized Pressure Vessel Inspector qualification
- API 571 Corrosion and Materials qualification
- API 580 Risk Base Inspection qualification
- ASNT Level II – VT, UT, RT, MT & PT

The Inspection Engineer must possess all the required API certifications. If a single individual does not hold all the necessary certifications, multiple individuals with the appropriate API certifications may be engaged. However, each engaged individual must work full-time on-site.

After relocating the tank, make all the necessary connections and, check for any leaks in the tank & certify by the inspection engineer

The tank should be pressure tested for leaks.

6.5.3 TEST METHOD

Pipeline Pressure Testing: The test should be performed by injecting compressed air into the gas pipeline and maintaining the pressure at 50 bar for 3 hours, using nitrogen to increase the pressure.

Hydrostatic Tests: This includes pressurizing a pipe with water to detect possible vulnerabilities. Hydrostatic testing is an existing method of evaluating a gas pipeline's capacity to work at a pressure. The following steps are involved in conducting a hydrostatic test:

- a. The pipeline to be tested is withdrawn from operations. All the gas inside it is removed and the interior is washed mechanically.
- b. The pipe is then closed at both ends and completely filled with water. Pressure the water to the test pressure of 30 bar. The pressure of the test is maintained and tracked for a period of time, usually 8 hours
- c. Once it is identified that there is no pressure loss then the pipeline portion is drained of water, completely cleaned and put back into operation.
- d. If a section fails to meet or maintain the pressure, it means that the hydrostatic test has either caused the pipe to leak or break. In that situation the leak is detected, fixed and the pipe is again checked. Pipes which don't pass a hydrostatic examination are to be replaced.

7.0 GROUND WORKS

7.1 NATURE OF SOIL

The Contractor is to visit the Site and ascertain for himself the condition of the surface of the ground and the type of substrata likely to be encountered in the excavation of the proposed development.

7.2 ORIGINAL LEVELS

A survey of the existing site shall be made and the results to be submitted to the Employer before commencement of the work.

7.3 EXCAVATION

The Contractor shall perform all excavation as required for all work under this Contract as indicated on the Drawings. Excavation shall be carried out in all materials and by whatever means are necessary accurately to the lines and levels shown on the Drawings, or as ordered by the Consultant.

No blasting of any kind will be permitted. Except where indicated on the drawings to remain undisturbed, the Contractor shall remove all topsoil, plants, roots, vegetation, rubbish, rocks, etc. from areas lying within limits of structures and from areas to receive fill, embankment, surfacing, road construction, concrete or other construction.

Footings and foundations shall rest on firm undisturbed soil free from loose materials.

7.4 CONCLUSION OF EXCAVATION AND INSPECTION

The Employer shall inspect all the excavations before commencement of further work and the Contractor shall notify the Employer when excavations are ready for inspection.

7.5 CONCRETE WORKS

7.5.1 CEMENT

- Cement shall, unless otherwise stated, be Ordinary Portland Cement of an approved brand and shall comply with the requirements and shall satisfy the tests contained in BS12.
- Cement shall be of recent manufacture and shall be used within a period of 6 months of manufacture.

7.5.2 NORMAL WEIGHT AGGREGATE

- Fine aggregate for use in the production of concrete shall be of river sand and shall conform to the requirements of BS 882. Its grading shall be to Zones 1, 2 or 3 as defined in BS 882 and shall have not more than 10% retained on the 5 mm sieve.
 - Coarse aggregate for use in the production of concrete shall be composed of crushed gravel or stone. It shall conform to the requirements of BS 812 and shall have not more than 10% passing the 5 mm sieve.
 - Sources of aggregate shall be to the approval of the Consultant and samples of aggregate from the proposed sources shall be submitted to the Consultant at least 28 days before intended use. No new sources of aggregate will be permitted without prior approval of the Consultant.
 - The aggregates shall be free from salt and other organic impurities and shall contain no more than 0.03% by weight of chlorides nor 0.4 % by weight of sulphates.
 - Any aggregates which fail to meet these requirements shall be rejected and removed from the site, following which the Contractor's sources of supply shall be re-examined for suitability.
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7.5.3 NUMERICAL DETAILS/TIMELINE

The Contractor, having knowledge of the source and type of cement, aggregates, plant and method of placing he intends to use for the aggregate/cement ratios and water/cement ratios which he considers will achieve the strength requirements specified and will produce a workability which will enable the concrete to be properly compacted to its full depth and finished to the dimensions and within the tolerances shown on the Drawings, shall be responsible for designing his concrete mixes within the following limitations. The aggregate/cement ratios and the water/cement ratio shall not exceed the upper limits specified below. Furthermore, the quantity of cement per cubic metre of concrete shall in no case be less than the minimum specified:

| Normal weight concrete grades | Characteristic compressive strength of cubes at 7/28 days | | Maximum aggregate size (mm) | Maximum free water cement ratio | Kg of cement per cubic meter of compacted concrete | |
|-------------------------------|---|-----------|-----------------------------|---------------------------------|--|------------|
| | 7 days | 28 days | | | Max | Min |
| 25 | 20 | 25 | 20 | 0.47 | 550 | 350 |

As soon as possible after commencement of the Contract, the Contractor shall prepare such trial mixes as required to satisfy the Consultant that the specified concrete strengths will be obtained using the materials and mix proportions in accordance with the above clauses. The proportion of cement shall be increased, if necessary, to obtain the strengths required.

7.6 TESTING

- The frequency of testing shall be as noted in the clauses of this section. The Works Test Cubes shall be made at least once for each individual part of the structure.
- At least six cubes shall be made at one time. Three of the six cubes are to be tested at 7 days. The remaining three cubes are to be tested at 28 days, and their average strength must not fall below the minimum strength specified and the lowest test result shall not be more than 20% below the average of the four cubes.
- When the result of the 7-day test is unsatisfactory, The Contractor may elect to remove and replace the defective concrete without waiting for the 28-days test. If the result of the 28-days test is unsatisfactory, all concreting shall be stopped at the Contractor's expense and shall not proceed further without written permission from the Employer.

7.7 CURING

- Freshly placed concrete shall be protected from rain, dust, chemical attack and the harmful effects of heat, wind, flowing water, vibrations and shocks. This protection shall continue until the concrete is sufficiently set such that it can no longer be damaged by these factors which shall not be less than 24 hours after the time of placing.
- Concrete shall be cured for at least 7 days or longer if instructed.
- Timber formwork covering the concrete shall be moistened with water at frequent intervals to keep it from drying during the curing period. Metal formwork exposed to the sun must be shaded from its direct rays, painted white or otherwise protected during the curing period.

7.8 FORMWORK

The Contractor shall supply, design, erect, strike and remove the formwork and be entirely responsible for its stability and safety so that it will carry the wet concrete and all incidental loadings and preserve it from damage and distortion during its placing, vibration, ramming, setting and curing. It shall be so constructed as to leave the finished concrete to the dimensions shown on the Drawings and of a material capable of providing the surface finish specified. In any event, the maximum permissible deflection under all loads shall not exceed 2mm or 1/600 of the free span, whichever is less. Formwork shall be constructed so as to prevent the loss of any liquid from the wet concrete and to be removable without shock to the partially set concrete. When the concrete is to be vibrated, all wedges must be nailed so as to prevent slipping or distortion.

Wherever required and prior to placing of the reinforcement the internal surfaces of all formworks shall be treated with an approved mould oil.

The Contractor is entirely responsibility for the safe removal of formwork and all other temporary works.

7.9 REINFORCEMENT

- Reinforcement shall be high yield deformed bars or mild steel complying with B.S. 4449 or welded wire fabric complying with B.S. 4483, except that the characteristic strength for mild steel reinforcement shall be 250N/mm² and for high yield steel shall be 415 N/mm².
- Reinforcing bars are to be stored clear off the ground and shall be truly straight. Suitable covering shall be provided to protect against windblown sulphates, chlorides and other deleterious matter.
- All steel is to be totally free from dirt, paint, loose rust or scale and is to be thoroughly brushed and cleaned after positioning and immediately prior to concreting.
- Lengthening of bars by welding and re-bending of incorrectly bent bars will not be permitted.
- Unless otherwise stated splices in reinforcing bars shall be formed by lapping. Such laps in bars in any member shall be staggered. Except as otherwise indicated on the Drawings, the minimum overlap of lapped splices shall be 40 bar diameters or 300mm, whichever is greater.
- The steel is to be fixed in position exactly as indicated and the bars are to be securely wired together with 1.6 or 1.4mm soft iron wire or approved spring steel slips wherever necessary to prevent any displacement during concreting. Spacers, chairs and the like, temporary or permanent, are to be used as required to ensure that the steel has the exact amount of cover indicated. No permanent spacers may show on a surface where a fair faced concrete finish or brushed aggregate finish is required.

Unless otherwise indicated, the minimum cover to the reinforcing bars and to binding wire shall be as follows:

| POSITION | COVER mm |
|--|---------------|
| Main bars in columns | 40- 50 |
| Main bars in floor slabs and soffits of roof slabs | 30 |
| Main bars in top of roof slabs | 30-35 |
| Bars in top ground slabs | 30-35 |
| Bars at faces in contact with soils | 50-55 |
| Clear cover in beams | 34-40 |

8.0 RESOURCE ALLOCATION PLAN

8.1 – STAFF PROPOSED FOR EXECUTION OF THE WORKS

8.1.1. HEAD OFFICE

| Designation | Name | Duration (Should align with project schedule submitted) | From (Date) | To (Date) | Qualification | Minimum Requirement (All required certificates are mandatory) |
|----------------------------|------|---|----------------|--------------|---------------|---|
| Project Manager | | | | | | 1 Project Manager with minimum Diploma qualification. Qualification certificates must be submitted. Must meet requirement |
| Draftsman | | | | | | 1 Draftsman with qualified training or experience in AutoCAD software. Certificates/Experience documents must be submitted. Must meet requirement |
| Others (specify) | | | | | | |
| Others (specify) | | | | | | |
| Others (specify) | | | | | | |
| Others (specify) | | | | | | |

NOTE: A summary of the work experience including qualification certificates for each key staff shall be attached at the back of PART A – STAFF PROPOSED FOR EXECUTION OF THE WORKS, 1.1 HEAD OFFICE

8.1.2. SITE

| Designation | Name | Quantity | Duration (Should align with project schedule submitted) | From (Date) | To (Date) | Qualification | Minimum Requirement (All required certificates are mandatory) |
|---------------------|------|----------|--|----------------|--------------|---------------|---|
| Site Supervisor | | | | | | | 1 Site Supervisor with Diploma qualification in construction industry related program |
| Welder | | | | | | | Professional certificate in the field of work and at least 2 years of experience |
| Inspection Engineer | | | | | | | <p>Must be certified as an API pressure vessel inspector with 05 years of experience.</p> <ul style="list-style-type: none"> - Certified Welding Inspector qualification - API 570 Authorized Piping Inspector qualification - API 510 Authorized Pressure Vessel Inspector qualification - API 571 Corrosion and Materials qualification - API 580 Risk Base Inspection qualification |
| Safety officer | | | | | | | Occupational Health and Safety certification and 5 years of experience in the field |

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| | | | | | | | |
|---------------------|--|--|--|--|--|--|--|
| Others (specify) | | | | | | | |
| Others (specify) | | | | | | | |
| Others (specify) | | | | | | | |

NOTE: A summary of the work experience including qualification certificates for each key staff shall be attached at the back of PART A – STAFF PROPOSED FOR EXECUTION OF THE WORKS, 1.2 SITE

8.2 – MACHINERIES AND EQUIPMENTS PROPOSED FOR EXECUTION OF THE WORKS

8.2.1 SITE

| Description | Quantity | Duration | | Ownership (Owned/leased) | Capacity/Condition/size | Minimum Requirement |
|-------------------------|----------|--|-----------------------|-----------------------------|-------------------------|--|
| | | (Should align with project schedule submitted) | From (Date) To (Date) | | | |
| Concrete mixing machine | | | | | | Should be able to reach 15meters depth |
| Welding machine | | | | | | |
| Mobile Crane | | | | | | Should be above 50 tons |
| Forklift | | | | | | 4 Tone |
| Excavator | | | | | | Should be above 150 |
| Others (specify) | | | | | | |
| Others (specify) | | | | | | |

8.3 FORM OF EXPERIENCE

Part- 1. List of similar projects of value equal and above MVR 1,000,000.00 completed over the last five years. Marks will be given for valid projects meeting the criteria

| Project Name | Employer | Client Contact (Name & Mobile number) | Type of work | Contract Value | Completed Year |
|--------------|----------|---------------------------------------|--------------|----------------|----------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |

Note: Please attach Completion Certificate based on above listed project in chronological order at the back of Section FORM OF EXPERIENCE – PART 1 (LIST OF SIMILAR PROJECTS COMPLETED OVER LAST FIVE YEARS). (Technical evaluation marks for experience would be given based on the submitted valid completion Certificates).

9.0 MANDATORY REQUIREMENTS

- The bidder shall not be affiliated with a firm or entity
- The bidder must submit work schedule & resource plan allocation as shown in scope of work.
- The bidder must submit the necessary attested certificates as mentioned in the following RFP. Refer to the clause 8.0 and its sub clauses.
- Curriculum Vitae (CV) does not qualify as a professional certificate. Only certified and attested certificates are taken into account.
- Minimum Four Experience/ Reference Letters related to the scope of work of value equal and above MVR 1,000,000.00 over last 5 years are a mandatory requirement for the following RFP. Award Letters will not be accepted.
- Bill of Quantities sheet (BOQ) filled as provided with the RFP.
- If the bidder fails to meet the mandatory requirements, the bid will be considered non responsive and would not be taken into evaluation.

10. 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.

11. 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. MGPL will respond in writing to any request for clarification sent to **procurement@maldivegas.com ONLY**

12. Evaluation Criteria

The evaluation will be done by awarding points based on the following categories.

| Variables | The weightage (%) |
|---|--------------------------|
| Price (Total project value including all costs) | 70 |
| Experience | 20 |
| Work Duration & Delivery | 10 |
| Total | 100 |

13. Instructions to Bidders.

1. Unless the context otherwise required or expressed, the terms not defined in this RFP shall have the meaning assigned thereto in this RFP.
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.
3. Language of document shall be English.
4. Bid currency should be in Maldivian Rufiyaa (MVR) only.
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.
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.
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. 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.
9. Deadline for submission of Proposal may be extended at the discretion of MGPL.
10. Proposal submitted after the deadline shall be rejected.
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.
12. Documents shall be sealed and Proposal Envelopes shall bear the following Identification

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(MALDIVE GAS PRIVATE LIMITED)
DO NOT OPEN BEFORE 25th July 2024, 10:00 hrs
(Name of the Bidder)

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.
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
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
16. Proposal will be opened at the presence of the bidders who choose to attend
17. The Letter of Award Notification (LOA) shall be sent to the Selected Bidder within the validity date of the Bidding process.
18. MGPL will review each bid and perform a detailed evaluation based on the evaluation criteria described in this RFP document.
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.
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.
21. Any and all travel and accommodation expenses related to this tender shall be arranged and paid by the Bidder.
22. The delay damages for the work / service are 0.05% (Point Zero Five) per day
23. The maximum amount of delay damages for the whole of the works / services is 15% (fifteen percent) of the assigned work / services respectively.
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.
25. MGPL may disqualify any bidder as a consequence of failure on commitment or quality issues stated below considering the past 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.
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.
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.
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.
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.

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.
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 affects 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.
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.
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

14. Site Visit

The bidder shall visit and examine the Site of the Project and its surroundings obtain for itself on its responsibility all information and assessment for practicability of work that may be necessary for Design (as applicable) and preparing the condition and its surroundings and have obtained all necessary information as to risks, contingencies, and other circumstances that may influence or affect the Tender or Works. To have been satisfied before submitting the Tender. The costs of visiting the Site shall be at the bidder's own expense.

- a. The bidder and any of its personnel or agents will be granted permission by the Maldivian Gas to enter upon its premises and lands for such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Maldivian Gas and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- b. The Contractor shall bring in all materials, machinery, equipment and necessary labor. The Contractor shall provide food and lodging for all management staff and labor at site. The Contractor shall obtain temporary electricity and water from the local authorities for his own uses. All the costs should be borne by the Contractor, including initial cost and monthly bills. If such services are not available in the Site area, the Contractor shall provide on his own cost alternative methods to obtain electricity, water and any other utility service required to complete the work.
- c. The Contractor will have to confirm to the Laws of the Republic of Maldives in all respects in executing the works.

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 II - Letter Comprising the Proposal

Dated:

To,
[Name]
Procurement Department,
Maldive Gas Pvt Ltd

Sub: Relocation of the LPG bullet tank and tank foundation

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 Maldive 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 proposal of Relocation of the LPG bullet tank and tank foundation
3. I/ We shall make available to the Maldive 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 Maldive 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 Maldive 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 agreement entered into with the Maldive 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 Project.
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 Maldivian 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 Maldivian 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.
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. }

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 Authorized signatory)

Place: Name and seal of Bidder

Annexure III - 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 authorize 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 Maldives 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, 2024

For.....

(Signature, name, designation and stamp)

Witnesses:

- 1.
- 2.

Accepted

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

Annexure V – 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

Required Documents

- Experience letter/Completion letter as per the scope of work experience
- 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.
- A Cover Letter including proposed price and project schedule (timeline).
- Letter comprising the bid (as per the format provided in Annexure II)
- Power of Attorney (As per the format provided in Annex III)
- This tender submission checklist, completed, signed, stamped and dated.
- Work schedule and resource plan allocation as in the scope of work.
- Attested Certificates as mentioned in clause 8.0 and its subclauses.
- Bill of Quantities sheet (BOQ) filled as provided with the RFP

Please Ensure that.

- Language of document shall be in English or Dhivehi
- 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.