

REQUEST FOR PROPOSAL

LEASING OF HARBOR FOOD COURT UNITS



evolving with you

STATE TRADING ORGANIZATION PLC.

21st May 2019

1. INTRODUCTION

State Trading Organization PLC (STO) is pleased to offer the opportunity to submit proposals to operate kitchen units at Male' West Harbor Food Court.

Food Court has been developed with modern facilities such as common toilet & hand wash areas for each wing and convenience stores.

Interested parties should prepare information in compliance with the specifications described in this RFP. The proposing party shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, and document compliance with appropriate laws and regulations.

2. SCHEDULE OF BIDDING PROCESS

State Trading Organization shall endeavor to adhere to the following schedule:

Issuance Tender Notice & RFP	21 st May 2019	Tender Notice Published on Government Gazette , PSM News and STO Website(www.sto.mv) RFP will be published in STO Website(www.sto.mv)
Submission & Opening of Proposals	29 th May 2019, 11 am	Proposals are to be submitted to STO Head Office reception counter before the deadline. Proposals shall be opened in front of the proponents that choose to be present.

3. SCOPE OF WORK AND TERMS

- 3.1. The lessee would be required to develop and operate the provided kitchen unit & dining area according to the terms & conditions below.
 - 3.1.1. Kitchen area can be customized by the lessee according to their requirements. All provisions will be available for utility and waste water connections.
 - 3.1.2. Kitchen area to be used for food preparation, displaying, serving, storage and payment purposes only.
 - 3.1.3. The allocated area should only be used as Café/Restaurant.
 - 3.1.4. Lessee must not make any changes to the premises that have not been approved by STO. Any changes should be negotiated in writing & agreed in writing.
 - 3.1.5. STO will provide furniture for the common dining area to maintain uniformity. The lessee is not allowed to bring in additional furniture. Damaged furniture will be replaced after deducting from security deposit. Furniture & items provided:
 - Tables
 - Chairs
 - Benches
 - Planter boxes
 - Common area dustbins
 - 3.1.6. A predefined seating arrangement will be made by STO. Stall will be separated by benches & potted plant holders.
 - 3.1.7. Each individual kitchen unit will have its separate MWSC fresh water meter connection & electricity connection.
- 3.2. Maintenance fee would be charged at the rate of MVR 5.30 per sq. feet for the following services:
 - Cleaning, repair & maintenance of common dining area
 - Cleaning & maintenance of toilets and wash area's
 - Security services for after business hours
 - Servicing fire safety equipment
 - Garbage disposal service
 - 3.2.1. Cleaning of common area will be done on a daily & weekly schedule basis. Details will be shared with tenants.
- 3.3. All blocks are non-smoking zones.
- 3.4. The party shall be responsible for any damages caused by its negligence, loss, or wear beyond normal usage.
- 3.5. A joint inspection will be made by STO and the selected party prior to implementation of operations. The inspection shall be documented and signed by the party and STO. A similar inspection shall be made before 3 months from contract completion or at any time during contract performance.
- 3.6. The party must meet all required sanitation and safety standards including compliance with applicable health codes, fire safety codes and shall obtain all required certifications and licenses. Certifications and Licenses must be displayed in the exclusive use area and copies must be furnished to STO.

3.7. The party shall be responsible for marketing services provided under this award. STO reserves the right of prior approval of any and all signs, posters or advertisements placed on the building premises.

3.8. Units cannot be subleased.

3.9. Unit ownership cannot be transferred.

3.10. Period of lease

- a) The units will be leased for 5 years with the possibility of extension.
- b) The lessee shall provide service within 1 month from the date of signing the lease agreement and the first month will be given as grace period from the date of receiving the handover letter. The lessee does not have to pay rent in grace period.
- c) Must provide a detailed development schedule to STO prior to signing of contract.

3.11. Duties of lessee

- a) Units shall be only used for food preparation & serving.
- b) Lessee must be responsible to pay for the utilities of their kitchen units.
- c) Lessee shall keep the kitchen and dining area allocated free from hazardous conditions.
- d) Units shall be open during business hours as stated in the contract.
- e) Kitchen unit and serving areas must be kept clean and hygienic at all times.

4. UNIT DETAILS & BASE RATES

Block no.	Wing	Unit no.	Area / SQ Ft	Base Rate per SQ Ft (MVR)
03	Izzudheen Magu	15	960	53
04	Izzudheen Magu	20	960	53
02	Ameenee Magu	13	960	53

5. INSTRUCTIONS TO PROPONENTS

- 5.1. **Language of Proposal:** The proposal documents must be written in English. The proposal must be written without erasures, both in figures and in words.
- 5.2. **Minimum Rate per Square Feet:** The Minimum rate per square feet must be MVR 53.00 or its USD equivalent.
- 5.3. **Security Deposit:** Within 07 days of Award Notification and prior to execution of the agreement, the party shall pay a security deposit equivalent to 3 months' rent as security deposit to the STO's proposed Bank account which will be notified in the Award Notification. Failure to pay the security deposit will lead to annulment of the award notification and the Bid Security being forfeited. Security deposit will be retained till contract is terminated or expire.
- 5.4. **Advance Lease Rent:** Proponents may pay rent in advance in addition to the 3-month security deposit. Additional amount paid as advance payment shall be distributed over the contract duration and will be deducted from each month's rent. Within 07 days of Award Notification and prior to execution of the agreement, the party shall pay the proposed advanced payment to the STO's proposed Bank account which will be notified in the Award Notification.
- 5.5. **Bid Security:** The bid security shall amount to MVR 100,000.00 or its USD equivalent. The bid security must be issued by a financial institution based in Maldives valid for 60 days beyond the submission date of the proposal. Any form of personal guarantee letters will not be accepted.
- 5.6. **Addenda:** At any time prior to the Bid Due Date, STO may, for any reason, whether at its own initiative or in response to clarifications requested by a Proponent, modify the RFP by the issuance of Addenda. In order to afford the Proponents a reasonable time for taking an Addendum into account, or for any other reason, STO may, in its sole discretion, extend the Bid Due Date.
- 5.7. **One proposal Per Proponent:** Each Proponent must submit only one proposal by itself. A Proponent who submits or participates in more than one proposal will be disqualified. If STO discovers or has a reason to believe that collusion exists among any/all Proponents, 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.
- 5.8. **Number of units Per Proponent:** Each proponent can only submit proposal(s) for two kitchen units max. (if 2 units were previously awarded, those bidders will not be eligible)
- 5.9. **Validity:** The Proposals shall remain valid for 60 (Sixty) days after the deadline for date of bid submission.

- 5.10. **Right to Cancel or Reject:** STO 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 Proponent.
- 5.11. **Applicable Laws and Courts:** This RFP and any resulting contract shall be governed in all respects by the laws of the Republic of Maldives and any litigation with respect thereto shall be brought only in the courts of the City of Male'.
- 5.12. **Right to Verify:** STO reserves the right to verify all statements, information and documents submitted by the Proponent in response to the [the RFP and/or the Bidding Documents] and the Proponent shall, when so required by STO, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by STO shall not relieve the Proponent of its obligations or liabilities hereunder nor will it affect any rights of STO thereunder.
- 5.13. **Blacklisted and Default Customers:** STO reserves the right to reject proposals from Blacklisted Customers and Legal Customers, including the Default Customers/Parties and it shall extend to Subsidiaries of STO as well.
- 5.14. **Conflict of Interest:** A Proponent shall not have a conflict of interest that affects the Bidding Process. Any Proponent found to have a Conflict of Interest shall be disqualified. In the event of disqualification, STO 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 STO and not by way of penalty for, inter alia, the time, cost and effort of STO, including consideration of such Proponent's proposal, without prejudice to any other right or remedy that may be available to STO under the Bidding Documents or otherwise.

6. PROPOSAL PREPARATION

In order to be considered for selection, Proponents must submit a complete set of documents listed below. One (1) original proposal, marked "Original", must be submitted to the address specified in this RFP. No other distribution of the proposal shall be made by the Proponent. STO shall neither accept oral proposals, nor accept proposals received by telephone, FAX, or electronically.

6.1. Proposal document format

- 6.1.1. Contents should be in the following order & format;
- a. Proposal cover page
 - i. Bid Title
 - ii. Proponent Name
 - b. Bid Submission Summary Form as provided in Annex 1 of this RFP
 - c. Document Submission Checklist as provided in Annex 2 of this RFP
 - d. Mandatory documents as mentioned in 6.2 of this RFP
 - e. Business Plan as mentioned in 6.3 of this RFP

- 6.1.2. Proposal should be wire or comb binded
- 6.1.3. Page numbers should be included in the format of (Page 1 of 1) on all sheets of the document
- 6.1.4. All sheets must be signed or stamped by the proponent

6.2. Mandatory Documents

Proponents must submit the following mandatory documents. Financial capability refer to bid security and past 3months bank statement.

Company	Individual party
a. ID card Copies/PP Copies of Shareholders.	a. ID Card Copies/PP Copies of proponent
b. Memorandum and Articles of Association	b. Guarantor letter
c. Board Resolution to participate in the tender.	c. Guarantor ID copy / PP copy.
d. Company registration copy.	d. Bid Security
e. Bid Security	e. Past 3 months' bank statement
f. Past 3 months' bank statement	

6.2.1. Business Plan

Describe a brief history/business profile of the entity. Note any changes in the proponent's name and ownership structure.

- a) Operational: submit sufficient information to allow STO to evaluate the management structure and operating program of the proposed café/restaurant concept.
- b) Menu: include a copy of the proposed menu for the Café food/beverage and any associated merchandise being proposed.
- c) Business Hours: provide proposed days and hours of operation for the proposed Cafe.

SUBMISSION

- 7.1. Deadline for proposal submission is 29th May 2019, 11 am to STO Head Office. Bids will be opened in the presence of the Proponents who choose to attend.
- 7.2. Proponents shall submit 1 original of their Proposal according to the instructions given in this RFP.

7. EVALUATION CRITERIA

Criteria for evaluation will include:

8.1. Primary selection criteria:

Marks %	Criteria	Details
70	Rent proposed	The highest rate offered will receive the highest marks.
10	Business Plan	Refer to clause 6.2.1
10	Financial Capability	Refer to clause 6.2
10	Amount of advance payment	The amount of advance payment paid in addition to the security deposit will be given additional marks. The highest rate offered for each stall will receive the highest marks.

8.2. Additional criteria:

- a) References
- b) Innovate ideas or plans to promote use of the Cafe facility

- 8.3. Selection will be made on basis the Primary Selection Criteria outlined above. Strong consideration will be given to the overall desirability of the proposal, not necessarily on the basis of financial strength.
- 8.4. As part of the evaluation process, STO may interview some, but not necessarily all, of the parties submitting proposals.
- 8.5. In selecting the Proponent, STO will consider all of the information provided by the respondents to the RFP as well as reference checks and other information derived from any investigation that STO may perform.

8. AWARD OF CONTRACT

After selection, Award Notification shall be issued, in duplicate, by STO to the Selected Proponent and the Selected Proponent shall, within 7 (seven) days of the receipt of the Award Notification, sign and return the duplicate copy of the Award Notification in acknowledgement thereof. In the event the duplicate copy of the Award Notification duly signed by the Selected Proponent is not received by the stipulated date, STO may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Proponent as Damages on account of failure of the Selected Proponent to acknowledge the Award Notification, and the next eligible Proponent may be considered.

9. COMMUNICATIONS

During the RFP process, questions or clarifications about this RFP must be directed by email to:

Administration Department.
State Trading Organization Plc.
Boduthakurufaanu Magu, Male'
Tel: +960 3344211
Email: Admin.properties@stomaldives.net

Except as provided in the preceding section relating to questions about this RFP, Proponents shall not contact any officers, employees, or team members of STO with respect to this RFP. Any oral communication with a Client employee concerning this RFP is not binding on Client and shall in no way alter a specification, term or condition of this RFP or any contract documents.

ANNEX

Annex 1: Bid Submission Summary Form

Proponents Details	
Name of the individual or company:	
Address:	
<u>Contact Details</u> Contact no: Fax no: Email Address:	
<u>Primary focal point details</u> Name: Contact no: Email Address:	

Unit		
Unit number(s) of the kitchen: <i>(refer to clause 5.7)</i>	First unit number proposed:	
	Second unit number proposed: <i>(if applicable)</i>	

Rent Rate Proposed		
Amount of rent proposed per sq. feet for each unit: <i>(refer to clause 5.2)</i>	Rate for first unit:	
	Rate for second unit: <i>(if applicable)</i>	

Advanced Lease Rent Proposed		
Number of months advanced rent proposed for each unit: <i>(refer to clause 5.4)</i>	For first unit:	
	For second unit: <i>(if applicable)</i>	

Stamp & Signature of Proponent:

Annex 2: Document Submission Checklist

If proponent is a company:

Document	Checkmark (✓) by Proponent	Field to be used by STO during bid opening
ID Card Copies/PP Copies of Shareholders		
Memorandum and Article of Association		
Board Resolution		
Company registration copy		
Bid Security		
Past 3 months' bank statement		
Business Plan		
Signature / Stamp on all pages of the proposal		

If proponent is an individual:

Document	Checkmark (✓) by Proponent	Field to be used by STO during bid opening
ID Card Copies/PP Copies of proponent		
Guarantor letter		
Guarantor ID copy / PP copy		
Bid Security		
Past 3 months' bank statement		
Business Plan		
Signature / Stamp on all pages of the proposal		

Annex 3: Floor Plan of Units

Annex 4: Furniture Plan of Units