

**Univiya Holdings Private Limited  
(Univiya Holdings)**

Request for Proposal

For

**Selection of an Operator for Renovation, Furnishing,  
Operation & Maintenance, and Marketing of Hotel property  
at the Faculty of Hospitality and Tourism Studies building  
of the Maldives National University located in Male'**

24 September 2020

## REQUEST FOR PROPOSALS (RFP)

**Bid Reference No:** (RFP)UVH/2020/101

**Date:** 24 September 2020

1. The Univiya Holdings Private Limited (UNIVIYA HOLDINGS) owned by the Maldives National University invites Bids from reputed, experienced and competent Operators for **renovation, furnishing, operation, maintenance, and marketing of the Hotel property at the Faculty of Hospitality and Tourism Studies building of the Maldives National University located in Male'** (hereinafter called the "Project"). This request for proposal (RFP) states the instructions for submitting bids, procedure, and criteria by which a bidder may be selected and the terms of the lease.
2. The broad scope of services include financing and undertaking the works including renovation, furnishing, interiors, fit-outs etc., as required to make the project facilities operational, O&M, marketing and management of the 28 room Hotel property including the banquet hall and restaurant, on behalf of UNIVIYA HOLDINGS.
3. A summary of various activities with regard to this invitation of bids are listed in the activity table below:

Items	Description
Name of the Project	RFP for Selection of an Operator for renovation, furnishing, operation & maintenance and marketing of the Hotel property at the Faculty of Hospitality and Tourism Studies (FHTS) building of the Maldives National University (MNU) located in Male'.
Bid Security Amount	MVR 100,000/- (Maldivian Rufiyaa One Hundred Thousand Only) in the form of a bank guarantee that must be issued by any bank operating in the Maldives, in favour of "Univiya Holdings Private Limited"
Inspection copy of the Bid Document Available for Download	<b>24 September 2020</b>
Deadline to register Expression of Interest (EOI)	<b>30 September 2020 @ 11:00 am</b>
Deadline to purchase of complete set of bidding documents	<b>30 September 2020 @ 1:30 pm</b>
Information Session	<b>4 October 2020</b> Open only to those who register interest and purchase the bidding documents.
Last Date to send queries	<b>8 October 2020 before 11:00 am</b> Enquiries to be e-mailed to <a href="mailto:univiya.holdings@univiya.com.mv">univiya.holdings@univiya.com.mv</a>
Last Date of Submission of Bid <b>(Bid Due Date)</b>	<b>Date: 25 October 2020 till 11:00 am</b> <b>Venue:</b> Will be announced later
Date and Time of Opening of Bid	<b>25 October 2020 @ 11:15 am</b>

## SECTION I: INSTRUCTION TO BIDDERS (ITB)

### A. GENERAL

#### 1. Scope of Proposal

##### 1.1 The Lessor;

**Univiya Holdings Private Limited**, an incorporated limited liability Company, owned by the Maldives National University (MNU), operating under the registration number C05642018, and having its registered office at the 1<sup>st</sup> Floor of the Faculty of Hospitality and Tourism Studies (FHTS) building, Male', Republic of Maldives (hereinafter called and referred to as **"the Lessor"**) issues this Request for Proposal (RFP) inviting Bids from reputed, experienced and competent Operators for **"renovation, furnishing, operation, maintenance, and marketing of the Hotel property at the FHTS building of the Maldives National University located in Male'"** (hereinafter called and referred as **"the Project"**) as specified in Section II: Project Details.

**1.2** This request for proposal (RFP) states the instructions for submitting bids, procedure, and criteria by which a bidder may be selected and the terms of the lease.

**1.3** The bid reference number for this RFP is **(RFP)UVH/2020/101**

**1.4** The bid serial number for this RFP is ***(will be provided as described in ITB 3.12)***

**1.5** Throughout this RFP Document:

- (a) the term "in writing" means communicated in written form and delivered against receipt.
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular, and
- (c) "day" means calendar day.

**1.6** The Lessor shall endeavour to adhere to the following Schedule of Bidding Process

#	Event Description	Date and Time
1	Bid announcement and an inspection copy of the Bidding Documents made available for download	24 September 2020
2	Deadline to register Expression of Interest (EOI)	30 September 2020 before 11:00 am
3	Deadline to purchase of complete set of bidding documents	30 September 2020 before 1:30 pm
4	Information Session <i>For those completing steps (2) and (3) above</i>	4 October 2020
5	Deadline for receiving enquiries <i>All enquiries should be in writing through email.</i>	8 October 2020 before 11:00 am
6	Response to queries latest by	14 October 2020
7	Bid Submission (Bid Due Date)	25 October 2020 by 11:00 am

#	Event Description	Date and Time
8	Bid Opening	25 October 2020 by 11:15 am
9	Validity of Bids	90 days from Bid submission date
10	Agreement signing	Within the bid validity period

## 2. Corrupt and Fraudulent Practices

**2.1** It is a requirement of the Lessor that bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, shall observe the highest standard of ethics during the Bidding Process and execution of the Project. In pursuance of this policy, the Lessor:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or in contract execution; and
- (ii) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence a Bidding Process;
- (iii) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (iv) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Lessor with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (v) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**2.2** will reject a bid for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, coercive, or restrictive practices in competing for the contract in question.

**2.3** will sanction a firm or individual, at any time including declaring such firm or individual ineligible, either indefinitely or for a stated period of time: to be awarded a contract from Lessor.

**2.4** will terminate the contract after having given fourteen (14) days' notice to the Bidder.

### 3. Eligible Bidders and Purchase of Bidding Documents

- 3.1** A Bidder must be a registered business (Sole Trader, Partnership or Limited Liability Company) – subject to ITB 3.2.
- 3.2** Bidder should be locally registered with the relevant authority.
- 3.3** A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding Process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as Owner; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the proposal of another Bidder, or influence the decisions of the Lessor regarding this Bidding Process; or
  - (e) submit more than one Bid in this Bidding Process by business entity. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved.
- 3.4** A Bidder shall not be under suspension from bid submission by the Lessor.
- 3.5** Bidder shall not have consistent history of court/arbitral award decisions against the Bidder for the last five (5) years.
- 3.6** Bidder shall not have occurrence of non-performance of a contract as a result of Bidder default for the last five (5) years.
- 3.7** A Bidder shall provide such evidence of eligibility satisfactory to the Lessor, as the Lessor shall reasonably request.
- 3.8** An inspection copy of the Bidding Documents is attached to the announcement of Univiya Holdings (Reference No. (IUL)UVH/2020/06) published in the website of the Maldives Government Gazette ([www.gazette.gov.mv](http://www.gazette.gov.mv)) on 24 September 2020.
- 3.9** To be eligible to submit bids, interested eligible bidders shall complete the following processes.
- (a) Submit an Expression of Interest (EOI) via email to the address specified in ITB 5.5, and
  - (b) Pay of a non-refundable fee of MVR 1,500 (Maldivian Rufiyaa One Thousand Five Hundred) to Univiya Holdings to purchase the Bidding Documents.
- 3.10** The deadline for submission of EOI is before 11:00am on 30 September 2020. The EOI shall include the following information and/or documents.
- (a) Name;
  - (b) A copy of the business registration certificate;

- (c) Summary profile;
- (d) Postal address;
- (e) Email address; and
- (f) Contact phone number(s) including a mobile number of the interested bidder.

**3.11** Upon receipt of the EOI, the Lessor shall by return email share information on how to pay the non-refundable fee. The deadline to complete payment of the non-refundable specified in ITB 3.9 is before 13:30am on 30 September 2020.

**3.12** Upon receipt of payment of the fee described in ITB 3.9 the Lessor shall forward to the eligible bidder a complete set of the RFP Documents. The complete set of the Bidding documents will include a unique 10-digit alphanumeric Bid Serial Number assigned to each eligible bidder which is specified in ITB 1.4 and in the header of the RFP Documents.

## **B. CONTENTS OF RFP DOCUMENTS**

### **4. Sections of RFP Documents**

**4.1** The RFP Documents include all the sections specified below and should be read in conjunction with any addenda issued in accordance with ITB 7.

- Introduction
- Section I: Instructions to Bidders (ITB)
- Section II: Project Details
- Section III: Evaluation and Qualification Criteria
- Section IV: Business Proposal Requirement
- Annex 01: Bid Security Form
- Annex 02: Letter of Price Proposal
- Annex 03: Floor Plans of the Hotel Property
- Annex 04: Bid Proposal Checklist

**4.2** Unless obtained directly from the Lessor, the Lessor is not responsible for the completeness of the RFP Documents, responses to requests for clarification, or Addenda to the RFP Documents in accordance with ITB 7. In case of any contradiction, documents obtained directly by the Lessor shall prevail.

**4.3** The Bidder is expected to examine all instructions, forms, terms, and specifications in the RFP Documents and to furnish with its Bid all information and documentation as is required by the RFP Documents.

## 5. Clarification of RFP Documents

**5.1** Prospective Bidders who have registered their interest as specified in ITB 3.9 requiring any clarification on the RFP Documents may notify the Lessor in writing by sending an email to the address provided in ITB 5.5. The 'deadline for receiving enquiries' is specified in the 'Schedule of Bidding Process' provided in ITB 1.6.

The Lessor shall endeavour to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date. The responses will be sent by e-mail. The Lessor will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

**5.2** The Lessor may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Lessor shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Lessor or its employees or representatives shall not in any way or manner be binding on the Lessor.

**5.3** The Lessor shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Lessor reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Lessor to respond to any question or to provide any clarification.

**5.4** Should the clarification result in changes to the essential elements of the RFP Documents, the Lessor shall amend the RFP Documents following the procedure under ITB 7 and ITB 18.3.

**5.5** For clarification purposes only, the Lessor's address is:

Univiya Holdings Private Limited  
1st Floor, FHTS Building,  
The Maldives National University,  
Falhumathee Magu, Male' (20372), Maldives  
Tel: (+960) 3013860  
  
E-mail: univiya.holdings@univiya.com.mv

## 6. Information Session

**6.1** An Information Session shall be held on the date specified in the Schedule of Bidding Process in ITB 1.6.

**6.2** The Lessor shall through email inform the venue and time of the Information Session to those who have completed the process specified in ITB 3.9.

**6.3** The purpose of the Information Session shall be to provide an opportunity for the eligible prospective bidders to view the facilities and clarify any aspects related to hotel facilities and the RFP Documents.

## **7. Amendment of RFP Documents**

- 7.1** At any time prior to the deadline for submission of bid, the Lessor may amend the RFP Documents by issuing addenda.
- 7.2** Any addendum issued shall be part of the RFP Documents and shall promptly circulate the addendum to the eligible prospective bidders via email.
- 7.3** To give Bidders reasonable time in which to take an addendum into account in preparing their bid, the Lessor should extend the deadline for the submission of bid, pursuant to ITB 18.3

## **C. PREPARATION OF BIDS**

### **8. Cost of Bidding**

- 8.1** The Bidder shall bare all costs associated with the preparation and submission of its Bid, and the Lessor shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

### **9. Language of Bid**

- 9.1** The RFP, as well as all correspondence and documents relating to the RFP exchanged by the Bidder and the Lessor, shall be written in the ENGLISH or DHIVEHI language.

### **10. Documents Comprising the Bid**

- 10.1** The Bid shall comprise the following:
- (a) Bid Security in accordance with ITB 15.
  - (b) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 16.2.
  - (c) Business Proposal Requirement stipulated in Section IV
  - (d) any other document required in the ITB.

### **11. Letter of Price Proposal**

- 11.1** The Letter of Price Proposal shall be prepared using the form furnished in Annex 02. The form must be completed without alterations to the text, and no substitutes shall be accepted except as provided under ITB 16.2. All blank spaces and inserts shall be duly filled in with the information requested.
- 11.2** The Bidder shall quote prices conforming to the requirements specified in Section II and Section III and fill in Price Proposal Form in accordance with Annex 02.

### **12. Documents Comprising the Business Proposal**

- 12.1** The Bidder shall furnish a Business Proposal including Bid Security, Legal documents, Financial documents, Business plan, documents confirming the experience in relevant field, details of training opportunities for MNU students to gain practical experience and any other information as stipulated



in Section IV, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the Project requirements.

### **13. Currencies of Bid**

**13.1** The currency(ies) of the bid are to be quoted in Maldivian Rufiyaa (MVR)

### **14. Period of Validity of Bids**

**14.1** Bids shall remain valid for a period of Ninety (90) days after the bid submission deadline prescribed by the Lessor in accordance with ITB 18.2. A bid valid for a shorter period shall be rejected by the Lessor as non-responsive.

### **15. Bid Security**

**15.1** The Bidder shall furnish as part of its bid, a bid security in original form, in the amount of MVR 100,000 (Maldivian Rufiyaa One Hundred Thousand).

**15.2** The Bid Security shall be valid for 90 (Ninety) days beyond the deadline for submission of Bids.

**15.3** The bid security shall be a demand guarantee in forms of an unconditional guarantee issued by a locally registered Bank or financial institution (such as an insurance, bonding or surety company). The bid security shall be submitted using the Bid Security Form included in Annex 01.

**15.4** Any bid not accompanied by a substantially responsive bid security shall be rejected by the Lessor as non-responsive.

**15.5** The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

**15.6** The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security.

### **16. Format and Signing of Bid**

**16.1** The Bidder shall submit one original of the documents comprising the bid as described in ITB 10.1.

**16.2** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation of a Power of Attorney to sign on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialled by the person signing the bid.

**16.3** Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

## 17. Sealing and Marking of Bid

**17.1** The Bidder shall enclose the bid. The envelopes containing the original and the copies shall then be enclosed in one single envelope.

**17.2** The inner and outer envelopes shall:

(a) bear the name and address of the Bidder.

(b) bear the name of the Project, to be addressed to the Lessor and bear specific identification of this Bidding process:

**“Renovation, furnishing, operation, maintenance, and marketing of the Hotel property located at the FHTS building”**

Univiya Holdings Private Limited  
1st Floor, FHTS Building,  
The Maldives National University,  
Falhumathee Magu, Male’, Maldives

**Bid Reference No:** (RFP)UVH/2020/101

**Bid Serial No:** *(will be provided as described in ITB 3.12)*

(c) Bid Proposal Check list specified in Annex 04 must be attached with the envelope

(d) bear the name, address and contact number and contact person of the Bidder

(e) bear the registration number and the stamp (where applicable)

(f) bear a warning not to open before the time and date for Bid opening.

**17.3** If all envelopes are not sealed and marked as required, the Lessor will assume no responsibility for the misplacement or premature opening of the bid.

## 18. Deadline for Submission of Bid

**18.1** Bids must be received by the Lessor at the address and no later than the date and time specified in the ITB 18.2. Bidders do not have the option to submit their bids electronically.

**18.2** For Bid submission purpose only,

**Venue to be announced at a later date**

**The deadline for bid submission is:**

Date: 25<sup>th</sup> October 2020

Time: 11:00am

**18.3** The Lessor may, at its discretion, extend the deadline for the submission of bids by amending the RFP Documents in accordance with ITB 7, in which case all rights and obligations of the Lessor and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 19. Late Bids

19.1 The Lessor shall not consider any bids that arrives after the deadline for submission of proposal specified in ITB 18.2. Any bid received by the Lessor after the deadline for submission of bid shall be declared late, rejected, and returned unopened to the Bidder.

## 20. Bid Opening

20.1 Except in the cases specified in ITB 19.1, the Lessor shall publicly open and read out in accordance with ITB 20.3 all bids received by the deadline, at the date, time and place specified in the ITB 20.2, in the presence of Bidders' designated representatives and anyone who choose to attend. However, if an unforeseen circumstance arises resulting in the delay of the bid opening, the Lessor shall inform the attendees.

20.2 The bid opening shall take place at:

**Venue to be announced at a later date**

Date: 25<sup>th</sup> October 2020

Time: 11:15 am

20.3 Envelopes shall be opened one at a time, reading out: the name of the Bidder; the total price, the presence or absence of a bid security, if required; and any other details as the Lessor may consider appropriate. The Lessor shall neither discuss the merits of any bid nor reject any bid except for late bid in accordance with ITB 19.1 and bids that are not in accordance with Annex 04.

20.4 The Lessor shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder; the Price; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be announced after the bid opening.

## D. EVALUATION AND COMPARISON OF BIDS

### 21. Confidentiality

21.1 Information relating to the evaluation of bids, comparison of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding Process until information on Contract award is communicated to all Bidders in accordance with ITB 30.

21.2 Any attempt by a Bidder to influence the Lessor in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

21.3 Notwithstanding ITB 21.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Lessor on any matter related to the RFP process, it shall do so in writing.

## 22. Clarification of Bids

- 22.1** To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Lessor may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Lessor shall not be considered. The Lessor's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Lessor in the evaluation of the bids, in accordance with ITB 25.
- 22.2** If a Bidder does not provide clarifications of its bid by the date and time set in the Lessor's request for clarification, its bid may be rejected.

## 23. Deviations, Reservations, and Omissions

- 23.1** During the evaluation of bid, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the RFP Documents.
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Documents; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the RFP Documents.

## 24. Determination of Responsiveness

- 24.1** The Lessor's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 10.1.
- 24.2** A substantially responsive bid is one that meets the requirements of the RFP Documents without material deviation, reservation, or omission.
- 24.3** A substantially responsive bid is one that meets the requirements of the RFP Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
    - (i) affect in any substantial way the scope, quality, or performance of the Project specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the RFP Documents, the Lessor's rights, or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bid.

**24.4** If a bid is not substantially responsive to the requirements of the RFP Documents, it shall be rejected by the Lessor and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## **25. Correction of Arithmetical Errors**

**25.1** Provided that the bid is substantially responsive, the Lessor shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Lessor there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**25.2** Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 25.1, shall result in the rejection of the Bid.

## **26. Evaluation of Bid**

**26.1** The Lessor shall use the criteria and methodologies listed in Section III Evaluation and Qualification Criteria.

## **27. Lessor's Right to Accept Any Bid, and to Reject Any or All Bids**

**27.1** The Lessor reserves the right to accept or reject any bid, and to annul the RFP process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## **E. AWARD OF CONTRACT**

### **28. Award Criteria**

**28.1** Subject to ITB 27.1, the Lessor shall award the Contract to the Bidders whose bids has been determined to be substantially responsive to the RFP Documents and scored the highest marks from each category as specified in ITB 26.1, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

## **29. Notification of Award**

- 29.1** Prior to the expiration of the period of bid validity, the Lessor shall notify the successful Bidder, in writing, that its bid has been accepted.
- 29.2** Until a formal contract is prepared and executed, the successful Bidders' bid proposal and the notification of award shall constitute a binding Contract.
- 29.3** Within seven (7) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Lessor.

## **30. Signing of Contract**

- 30.1** Promptly upon notification, the Lessor shall send the successful Bidder the Contract Agreement.
- 30.2** Agreement must be signed within 30 (thirty) days of notification of Award.
- 30.3** Within 07 (Seven) days of notification and prior to execution of the signing of agreement in accordance with ITB 30.1, the successful Bidder shall pay the Upfront Fee specified in Section II (4.1), to the account which will be notified in the Letter of Award. Promptly upon notification, the Lessor shall send the successful Bidder the Contract Agreement.
- 30.4** Failure to pay the lease deposit will result in the annulment of award of contract.

## **31. Performance Guarantee**

- 31.1** The successful Bidder shall deposit with the Lessor upon signing of the Agreement, a Performance Guarantee of MVR 500,000 (Maldivian Rufiyaa Five Hundred Thousand) in the form of a bank guarantee valid for 3 (three) years.
- 31.2** After every 3 (three) years, the Performance Guarantee shall be renewed with a 10% increase in the bank guarantee amount.

## SECTION II: PROJECT DETAILS

### 1. Context

- 1.1** A 28-room hotel property is located at the Faculty of Hospitality and Tourism Studies (FHTS) building of the Maldives National University campus in Male'. The Univiya Holdings Private Limited (the Lessor) owned by the Maldives National University is inclined to appoint an operator for:
- Financing and undertaking the works including renovation, furnishing, interiors, fit outs etc., as required to make the Project Facilities operational; and
  - Operation & maintenance and marketing of the Hotel including the rooms, the banquet hall and restaurant.
- 1.2** Project Facilities are in the FHTS Building of the MNU comprising of the:
- 28 rooms on the 7th and 8th floors
  - Lobby, back office, restaurant, and kitchen located on the ground
  - Banquet Hall and pantry located on the 1st floor
  - Any other associated facility located within the Project Site.
  - Floor plans of the hotel property is attached in Annex 03.
- 1.3** The Hotel property shall be given to the Operator on Operation, Maintain and Transfer (OMT) basis. The Operator shall under no circumstance sub-lease any part of the Hotel facilities.
- 1.4** The Leese period for the Project shall be 10 (ten) years.

### 2. Responsibilities of the Lessor

- 2.1** The Lessor shall be responsible for handing over the Project Facilities to the Operator within the timeframe to be agreed in the OMT Agreement.
- 2.2** Considering the tight liquidity status of businesses during these unprecedented times of Covid-19, the Lessor is considering spend an amount not more than MVR 3 million towards renovation of the hotel rooms.
- 2.3** Another consideration in allocating this funding is to assist the Bidder in renovating the rooms of the hotel to a comfortable standard with amenities and conditions matching rooms in a 3-star plus or 4-star hotel setting.
- 2.4** Funding from the lessor shall not be considered as part of a joint investment. Any improvements that is brought to the Project facilities with this funding shall be considered as the status quo of the facilities when the Bidder was awarded the Project. As such any financials calculations related to this funding shall be treated separately by the Bidder and shall not form part of the Bidder's financial calculations.
- 2.5** In the Renovation Plan of the Bid proposal, the Bidder shall provide details of renovation, furnishing and fit out aspects of the Project that the Bidder wish to cover from the funding provision made by the Lessor. These shall be clearly identified by providing BOQs, drawings and illustrations.

- 2.6 Payments to the said works will be paid by the Lessor directly to the contractor after verification of the works by an independent engineer assigned by the Lessor.
- 2.7 In the event the cost of a bill is higher than what was identified in the BOQ, the difference must be settled by the Bidder.

### 3. Rights and Responsibilities of the Operator

- 3.1 The Operator shall be responsible to invest in movable / immovable assets, interiors & fit-outs and equipment for furnishing of the Project Facilities for the purpose of operations and maintenance. The Operator shall complete necessary furnishing, interior and fit-out works etc. on the Project Facilities before Commercial Operations Date (COD) i.e. within 180 (one hundred and eighty) days from the Appointed Date. The Operator shall have the right to modify the internal civil work only with prior approval of the Lessor. However, the Operator shall not harm / damage the civil structure of the Hotel property.
- 3.2 The Operator shall be responsible for complete operations, maintenance, and management of the Project Facilities in accordance with good industry practices.
- 3.3 The Operator shall be required to provide opportunities for FHTS students to gain practical experience in various areas of the hotel operations to make them ready for the job market.
- 3.4 The Operator shall have the exclusive right to market, manage bookings, fix charges / rates and retain revenues for operations of the Project Facilities.
- 3.5 The Operator shall provide discounts not less than 10% on stated room rates and meals from the restaurant to guests of the Lessor or Maldives National University.
- 3.6 Upon expiry or termination of the OMT Agreement, the Operator shall promptly handover to the Lessor, in good condition and at zero cost, the Project Site (along with the Hotel property), including all movable and immovable assets provided by the Lessor at the start of the tenure. It must be noted that this will not include any movable items brought in by the Operator during the Project tenure.
- 3.7 In lieu of the rights granted for operation of the hotel property, the Operator shall make certain payments to the Lessor as per Commercial Considerations specified below (Section II, Clause 4).

### 4. Commercial Consideration

#### 4.1 Upfront Fee: To be quoted by the Bidder

The Bidder shall propose and pay to the Lessor a one-time non-refundable upfront fee at the time of / before execution of the Agreement. The proposed Upfront Fee shall not be less than sum of the three months monthly rent proposed by Bidder for the rooms, restaurant, and banquet hall for the first year of operations.



**4.2 Monthly Rent:** To be quoted by the Bidder

The Bidder shall propose and pay to the Lessor a monthly fixed rent on or before the 7<sup>th</sup> day of each month. The monthly fixed rent shall be quoted separately for the

- (i) 28 rooms,
- (ii) banquet hall, and
- (iii) restaurant.

The total sum of the monthly rent to be quoted by the Bidder for the first year of the Project shall start from MVR 190,000 (Maldivian Rufiyaa One Hundred and Ninety Thousand) or higher. The rate proposed for each following year shall be equal or higher than the previous year's rental.

The monthly fixed rent will be evaluated using the Net Present Value (NPV) of the monthly fixed rent proposed for the first 7 (seven) years of the Project.

NPV will be calculated as per the following formula with a discount rate of 10%.

$$\sum_0^n \frac{I}{(1+r)^n}$$

where,

*n* = number of years

*I* = rent proposed for each year starting from 1<sup>st</sup> year

*r* = discount rate

Starting from Year 8 (eight) to Year 10 (ten), monthly rent shall be proposed as P(1+5%), where P = preceding year's monthly rent.

**4.3 Quarterly Payment to the Lessor:** Additionally, the Operator shall pay to the Lessor a Quarterly Payment, payable every 3 months, equivalent to higher of,

- (i) **Revenue Share** as a percentage (To be quoted as bid variable by the Bidder, subject to a minimum 5% of the Gross Revenue) of the Gross Revenue for the Quarterly Period from the operations of the Project, or
- (ii) **Minimum Guarantee Payment** of MVR 500,000 (Maldivian Rufiyaa Five Hundred Thousand) for each quarter, subject to increase at a rate of 10% every 3 (three) years over the Minimum Guarantee Payment of the previous year.

**4.4** The term "**Quarterly Period**" shall mean a period of 3-month at the end of which the Quarterly Payment shall be due and payable to the Lessor.

- 4.5** The term **“First Quarterly period”** shall mean the period starting from the Commercial Operations Date (COD) and ending on the last day of a calendar month immediately following the elapse of 90 (ninety) days. The exact month end which derived from the above definition shall be clearly identified in the Agreement.
- 4.6** The term **“Appointed Date”** shall mean the date on or before which all Conditions Precedent to the Agreement are met by both the Selected Bidder and the Lessor.
- 4.7** The term **“Commercial Operations Date”** or **“COD”** shall mean the earlier of:
- a) Date for which the Operator takes the first booking for the Hotel property;
  - b) Date on which the Operator commences commercial operations of the restaurant and/or the restaurant kitchen;
  - c) Date on which the necessary initial investment in interiors, fit outs, furnishing etc., as required to make the Project Facilities operational, have been made;
  - d) Date falling 180 days from the Appointed Date.
- 4.8** The term **“Gross Revenue”** shall mean total gross revenue received by the Operator from the Hotel property (prior to the deduction or allowance of all operational expenses (including fees and/or salary), taxes, etc.) and include all income:
- i. **Income from Hotel:** The Operator shall be entitled to charge for services including room rental, catering and banquet services, food and beverages, executive lounge, business centre, etc, provided at the Hotel property; and
  - ii. **Miscellaneous Income:** Any other income that the Operator may receive for other services offered, pursuant to its rights and responsibilities related to this Project.
- 4.9** All Quarterly Payments to the Lessor shall be made by the Operator within 15 (fifteen) days from the last day of any quarterly period. It must be noted that
- the first Quarterly Payment to the Lessor shall be made within 15 (fifteen) days from the end of the First Quarterly Period, as defined in Section II, Clause 4.5.
  - the last Quarterly Payment to the Lessor shall be made within 15 (fifteen) days from the Expiry Date / Termination Date of the Agreement.
- 4.10 Performance Guarantee:** The successful Bidder shall deposit with the Lessor upon signing of the Agreement, a Performance Guarantee of MVR 500,000 (Maldivian Rufiyaa Five Hundred Thousand) in the form of a bank guarantee valid for 3 (three) years. After every 3 years, the Performance Guarantee shall be renewed with a 10% increase in the bank guarantee amount.

### SECTION III: EVALUATION AND QUALIFICATION CRITERIA

This Section contains all the criteria that the Lessor shall use to evaluate bids and qualify Bidders. In accordance with ITB 26, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in Section IV, Business Proposal Requirements and the bid shall fulfil requirements in accordance with ITB 10.1.

Bid evaluation will be conducted based on the following categories and will be taken into account whilst allocating points.

#### 1. Experience - 15%

- Experience will be evaluated depending on the scale of operations and number of years and business outlets in operation.
- A maximum of 10% will be given based on Bidders' experience in operation and maintenance of resorts / hotels / guesthouses, and restaurant and catering services.
- In the allocation of marks for experience consideration will be given to the gross revenue of related businesses currently under operation by the Bidder. For this purpose, the Bidder is required to submit past 3 years (i.e., financial year ending on 2017, 2018, and 2019) audited financial statements of related businesses currently under operation by the Bidder.
- Well established brands will get an additional 5% of the marks. To achieve the brand points, the brand should have been in operation for 2 (two) years from date of registration.

#### 2. Commercial Considerations – 60%

The total marks allocated for the commercial consideration are further subdivided as specified below.

- Upfront Fee (15 points) – Maximum points will be allocated for the Bidder proposing the highest Upfront Fee and points will be given on prorated basis for other Bidders.
- Monthly Rental (45 points) - Maximum points will be allocated for the Bidder with the highest NPV and points will be given on prorated basis for the other Bidders
- Quarterly Revenue Share (40 points) - Maximum points will be allocated for the Bidder proposing the highest revenue share percentage and points will be given on prorated basis for the other Bidders

#### 3. Business Plan – 17.5%

- The business plan will be evaluated based on the following documents.
  - (a) Marketing Plan (20 points)
    - Product strategy including target market
    - Pricing strategies
    - Promotional strategies

(b) Financial Plan (25 points)

- Project financing mechanism
- Investment value
- Financial forecasts

(c) Renovation Plan (20 points)

- Work schedule
- Bill of Quantities (BOQ)
- Illustrative drawings

(d) Operational Plan (15 points)

- Operational concept and standard
- Operational details

(e) Management and Human Resource Plan (10 points)

- Project management team
- Employment opportunities for Maldivians and graduates from MNU.

(f) Maintenance Plan (10 points)

- Housekeeping maintenance (inhouse routine maintenance carried out by the operator)
- Second line maintenance (carried out by specialist building services providers)

**4. Training opportunities for MNU students – 7.5%**

- Details of how the Bidder plans to provide internship and training opportunities for MNU students to gain practical experience in various areas of the hotel operations to make them ready for the job market.

## SECTION IV: BUSINESS PROPOSAL REQUIREMENT

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) and to determine the proposal as substantially responsive bid, the Bidder shall provide the information requested in the corresponding documents included hereunder.

### 1. Bid Security (as in ANNEX 01)

### 2. Legal Documents:

- (a) Copy of Business Registration Certificate
- (b) Copy of GST Registration certificate (for the relevant and similar work)
- (c) Copy of Tax returns for the past 3 (three) years (GST & BPT)
- (d) Copy of Trade permit (for the relevant and similar work).
- (e) If a partnership: partnership profile documents
- (f) If a company; Memorandum and Articles of Association of the Company
- (g) If a company; Board Resolution of the Company confirming Board of Director's approval for proposed Project.
- (h) Information of the Bidder's authorized representative employed to carry out the works, preferably fulltime personnel of the Bidder. The bidder shall provide the name, address, contact number, email address and details of the authorized representative who will liaise with Lessor on behalf of the Bidder.
- (i) Power of Attorney to sign on behalf of the Bidder in accordance with ITB 16.2.

### 3. Experience in Relevant Field

- (a) Bidder shall submit documents proving their experience and scale of business in operation and maintenance of resorts / hotels / guesthouses, and restaurant and catering services
- (b) Information on international brand(s) managed by the Bidder, if any, must be submitted.

### 4. Financial Documents:

- (a) Bank statements of the past six (06) months of the Business Entity or the monthly balance or monthly average balance confirmation. The submitted statement shall be original, authorized and sealed by the Bank / Financial institution.
- (b) Audited Financial Statements (authorized by a certified audit firm / individual) of the past three (03) years, (i.e., for financial year ending on 2017, 2018, and 2019) for the related businesses currently under operation by the Bidder.
- (c) Source of funding (should specify whether internal or external funding). If external funding, bank commitment letter or other relevant documents proofing the financial capability. The issued bank

commitment letter/ other relevant proving documents should guarantee the fund for mentioned development, the letter should not be a conditional letter and shall be original, authorized and sealed by Banks / Financial institution.

## **5. Business Plan:**

The Business Plan should include Company profile, Marketing Plan, Financial Plan, Renovation Plan, Operational Plan, Management and Human Resource Plan and Maintenance Plan for the project.

- (a) The Marketing Plan shall present an analysis of the industry and market. It should identify trends and changes in this industry and highlight short to medium term risks. Based on the market prospects, the Marketing Plan shall present the pricing strategies and promotional strategies.
- (b) The Financial Plan shall include the financial forecast, indicators, investment value and financing mechanisms.
- (c) The Renovation Plan shall include renovation framework, work schedule, bill of quantities and illustrative drawings of improvements that the Bidder proposes for the Project.
- (d) The Operational Plan shall include the operational concepts and the service standards that the Project targets to maintain. Details of how the Project will operating on a day to day basis shall be included in the plan. In addition, a work schedule of the activities to be undertaken to make the hotel and its services operational shall also be included in the Operational Plan.
- (e) The Management and Human Resource Plan shall include details of the project management team. The Plan shall also include details of how preference will be given to employ Maldivians and opportunities for graduates from MNU to gain employment from the Hotel.
- (f) The Maintenance Plan shall discuss how routine housekeeping maintenance will be undertaken by the Operator. The Plan shall also discuss details of second line maintenance, i.e., repair and maintenance works that need to be carried out through specialist building services providers, will be handled by the Operator. For example, these may include servicing of air conditioners, undertaking regular checks and maintenance of fire and safety equipment, and servicing of specialist equipment and machinery to keep them in working order.

## **6. Letter of Price Proposal**

- (a) The Bidder shall submit the Letter of Price Proposal provided in Annex 02 in accordance with ITB 11.

## **7. Training opportunities for MNU students**

- (a) Details of how the Bidder plans to provide internship and training opportunities for MNU students to gain practical experience in various areas of the hotel operations to make them ready for the job market.

## **8. Bid Proposal Checklist**

- (a) The Bid Proposal Checklist should be attached as per Annex 04 outside the sealed envelope.

## ANNEX 01

### Bid Security Form

WHEREAS, (*name of Bidder*) (hereinafter called "the Bidder") has submitted their bid dated (*date of submission of bid*) for renovation, furnishing, operation, maintenance, and marketing of the Hotel property at the Faculty of Hospitality and Tourism Studies building of the Maldives National University located in Male' (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We (*name of bank*) having our registered office at (*address of bank*) (hereinafter called "the Bank") are bound unto the Univiya Holdings Private Limited of the Republic of Maldives, registration number C05642018 (hereinafter called "the Lessor") in the sum of MVR 100,000.00 (Maldivian Rufiyaa Fifty Hundred Thousand) for which payment well and truly to be made to the said Lessor, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... Day of 2020.

THE CONDITIONS of this obligation are:

- (1) If the Bidder
  - (a) Withdraws its Bid during the period of bid validity
- (2) If the Bid, having been notified of the acceptance of its Bid by the Univiya Holdings Pvt Ltd during the period of bid validity:
  - (a) Refuses to accept the award.
  - (b) Fails or refuses to pay upfront fee proposed by the Bidder; or
  - (c) Fails to submit the Performance Guarantee; or
  - (d) Fails to execute the term and conditions of the Agreement.

We undertake to pay to the Lessor up to the above amount upon receipt of his first written demand, without the Lessor having to substantiate his demand, provided that in his demand the Lessor will note that the amount claimed by him is due to him owing to the occurrence of the above condition.

This Guarantee will remain in force up to and including the date (*date*) 90 days from (*date of bid submission*) after the deadline for submission of this Guarantee or as it may be extended by the Lessor, notice of which extension(s) shall be given to the Bank. Any demand in respect of this Guarantee shall reach the Bank not later than the above date.

This guarantee shall supersede all agreements between us and the Bidder in relation to this Bid. If there are any inconsistencies between this guarantee and any other document exchanged between us and the Bidder, the terms of this guarantee shall prevail.

This guarantee shall be governed by and construed in accordance with the laws of Republic of Maldives.

#### **(Seal and signature of the bank / financial institution)**

*Note: The bid security should be of MVR 100,000.00 (Maldivian Rufiyaa Fifty Thousand) should remain in force for 90 days from date of bid submission.*

**ANNEX 02**

**Letter of Price Proposal**

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

**Bid Reference No:** \_\_\_\_\_

**Bid Serial No:** \_\_\_\_\_

**To:** Univiya Holdings Private Limited  
 1st Floor, FHTS Building,  
 The Maldives National University,  
 Falhumathee Magu, Male', Maldives

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposal (RFP) documents including addenda issued in accordance with Instruction to Bidders (ITB) 7;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3.3;
- (c) We have not been suspended nor declared ineligible by the Lessor in accordance with ITB 3.4;
- (d) We have no litigation history and non-performance of a contract in accordance with ITB 3.5 and ITB 3.6;
- (e) We, (insert *business name and business registration number*), offer to undertake renovation, furnishing, operation, maintenance, and marketing of the Hotel property at the Faculty of Hospitality and Tourism Studies building of the Maldives National University located in Male'.
- (f) We undertake, to pay the proposed fees and rents for the 10 (ten) years, where the Bid is accepted. The proposed fees and rents of our Bid are:

**Upfront Fee**

A one-time non-refundable upfront fee at the time of / before execution of the Agreement: MVR .....  
 (*amount in number*) (Maldivian Rufiyaa ..... ) (*amount in words*)

**Monthly Rent**

<b>Year</b>	<b>Facility</b>	<b>Monthly Rent (MVR)</b> <i>(amount in numbers)</i>	<b>MVR amount in words</b>
<b>Year 1</b>	28 rooms		
	Banquet hall		
	Restaurant		
	<b>Total</b>		



Year	Facility	Monthly Rent (MVR) <i>(amount in numbers)</i>	MVR amount in words
Year 2	28 rooms		
	Banquet hall		
	Restaurant		
	<b>Total</b>		
Year 3	28 rooms		
	Banquet hall		
	Restaurant		
	<b>Total</b>		
Year 4	28 rooms		
	Banquet hall		
	Restaurant		
	<b>Total</b>		
Year 5	28 rooms		
	Banquet hall		
	Restaurant		
	<b>Total</b>		
Year 6	28 rooms		
	Banquet hall		
	Restaurant		
	<b>Total</b>		

Year	Facility	Monthly Rent (MVR) <i>(amount in numbers)</i>	MVR amount in words
Year 7	28 rooms		
	Banquet hall		
	Restaurant		
	<b>Total</b>		

Starting from Year 8 (eight) to Year 10 (ten), monthly rent has been revised as  $P(1+5\%)$ , where P = preceding year's monthly rent, and hence the proposed monthly rent for Years 8 to 10 are:

Year 8	28 rooms		
	Banquet hall		
	Restaurant		
	<b>Total</b>		
Year 9	28 rooms		
	Banquet hall		
	Restaurant		
	<b>Total</b>		
Year 10	28 rooms		
	Banquet hall		
	Restaurant		
	<b>Total</b>		

### **Quarterly Payment**

The Quarterly Payment payable every three months is proposed as equivalent to higher of

- (i) A revenue share of *(amount in number) (amount in words)* % of the gross revenue for the quarterly period from the operations of the Project, or

- (ii) A Minimum Guarantee Payment of MVR 500,000 (Maldivian Rufiyaa Five Hundred Thousand), for each of the first 4 (four) quarterly periods, subject to increase at a rate of 10% every 3 (three) years over the Minimum Guarantee Payment of the previous year.
- (g) Our bid shall be valid for a period of 90 (Ninety) days from the date of bid submission deadline in accordance with RFP document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (h) We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) We understand that the Lessor is not bound to accept the highest evaluated bid or any bid that the Lessor may receive.

**Bidder:**

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

(Seal)

Address: \_\_\_\_\_

Duly authorized to sign the proposal for and on behalf of the Company:

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

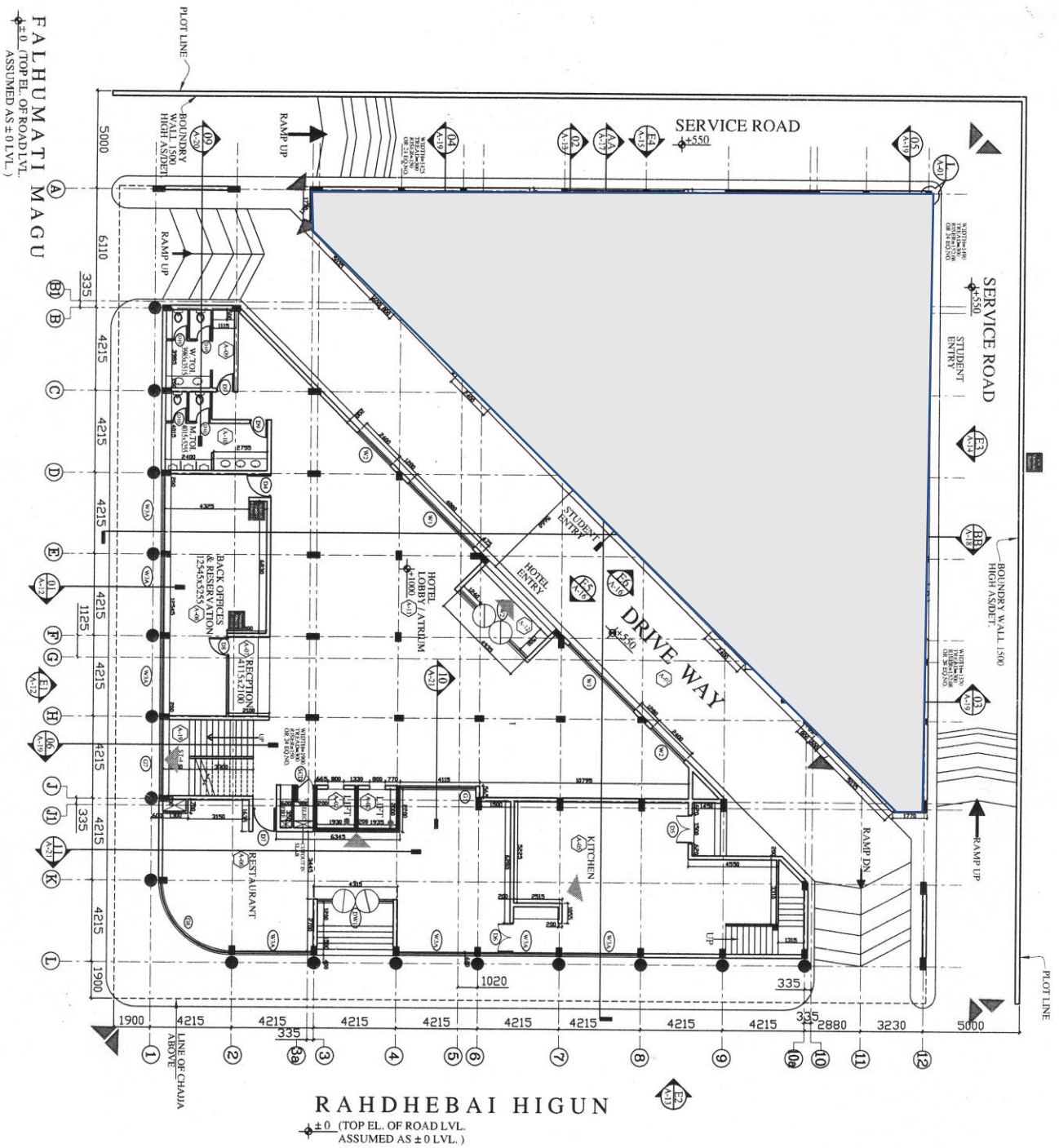
Title: \_\_\_\_\_

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

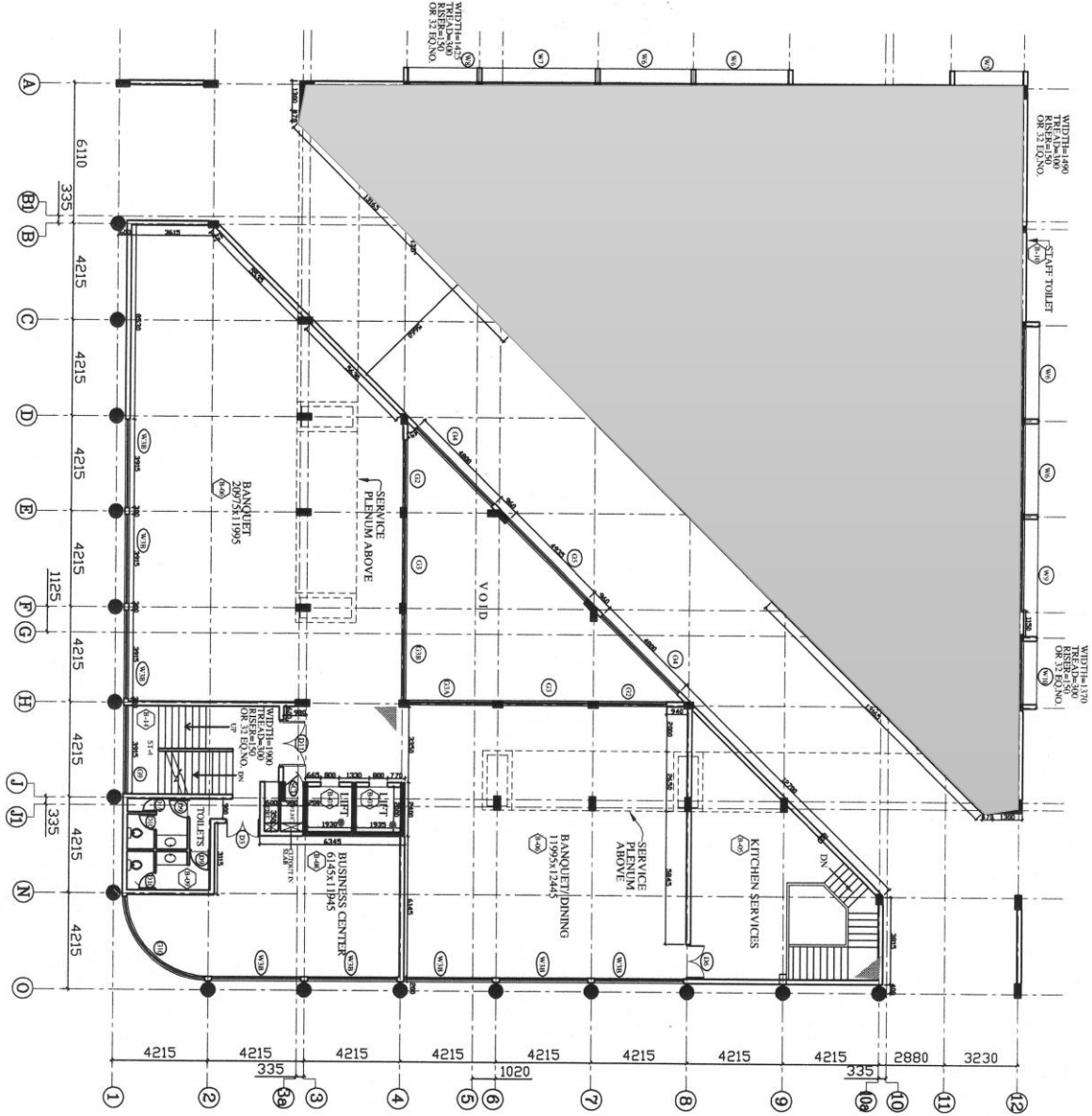
Date: \_\_\_\_\_

**ANNEX 03 – Floor Plan of Hotel Property**

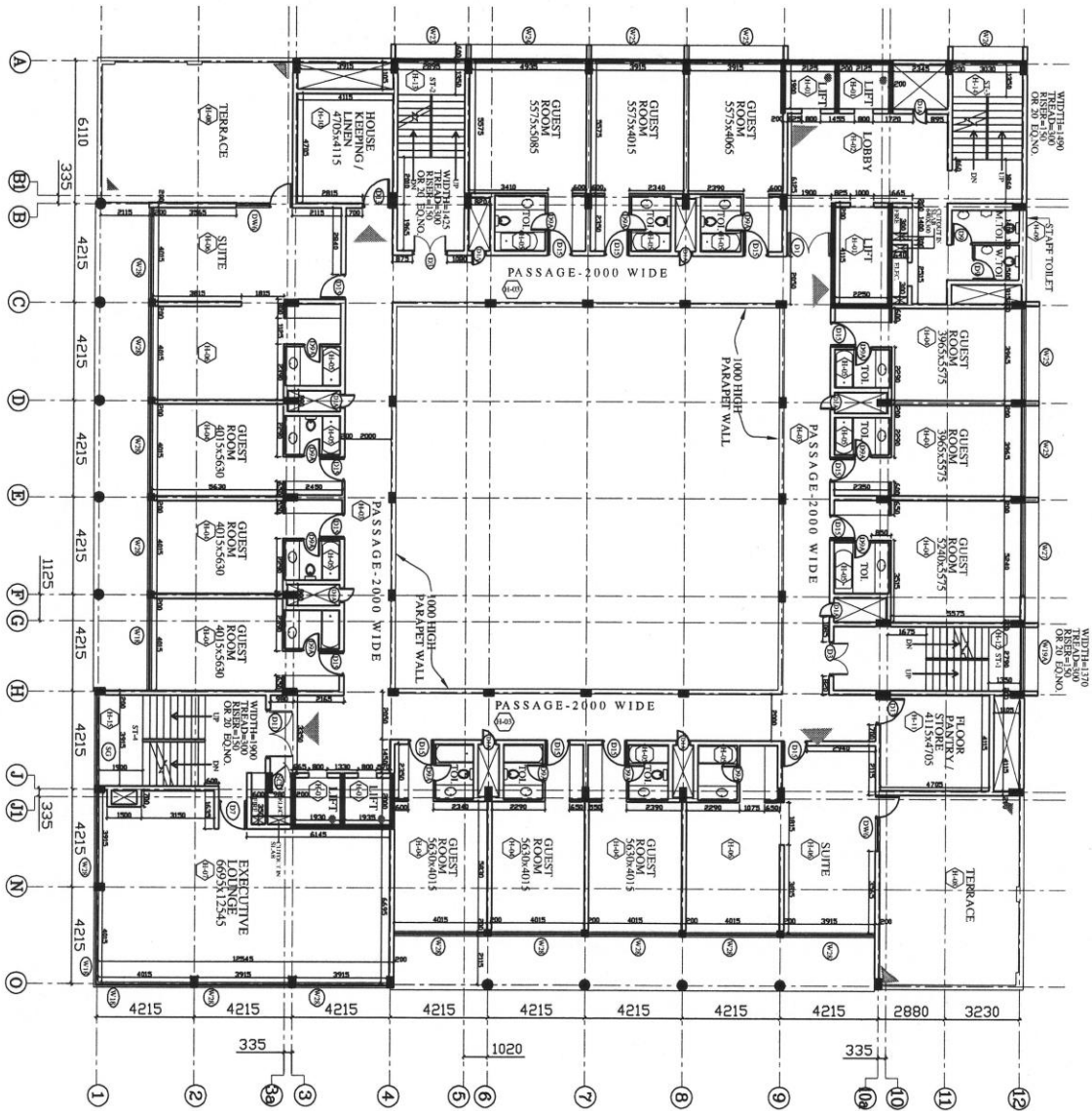
**Ground Floor: Lobby, back office and restaurant & kitchen**



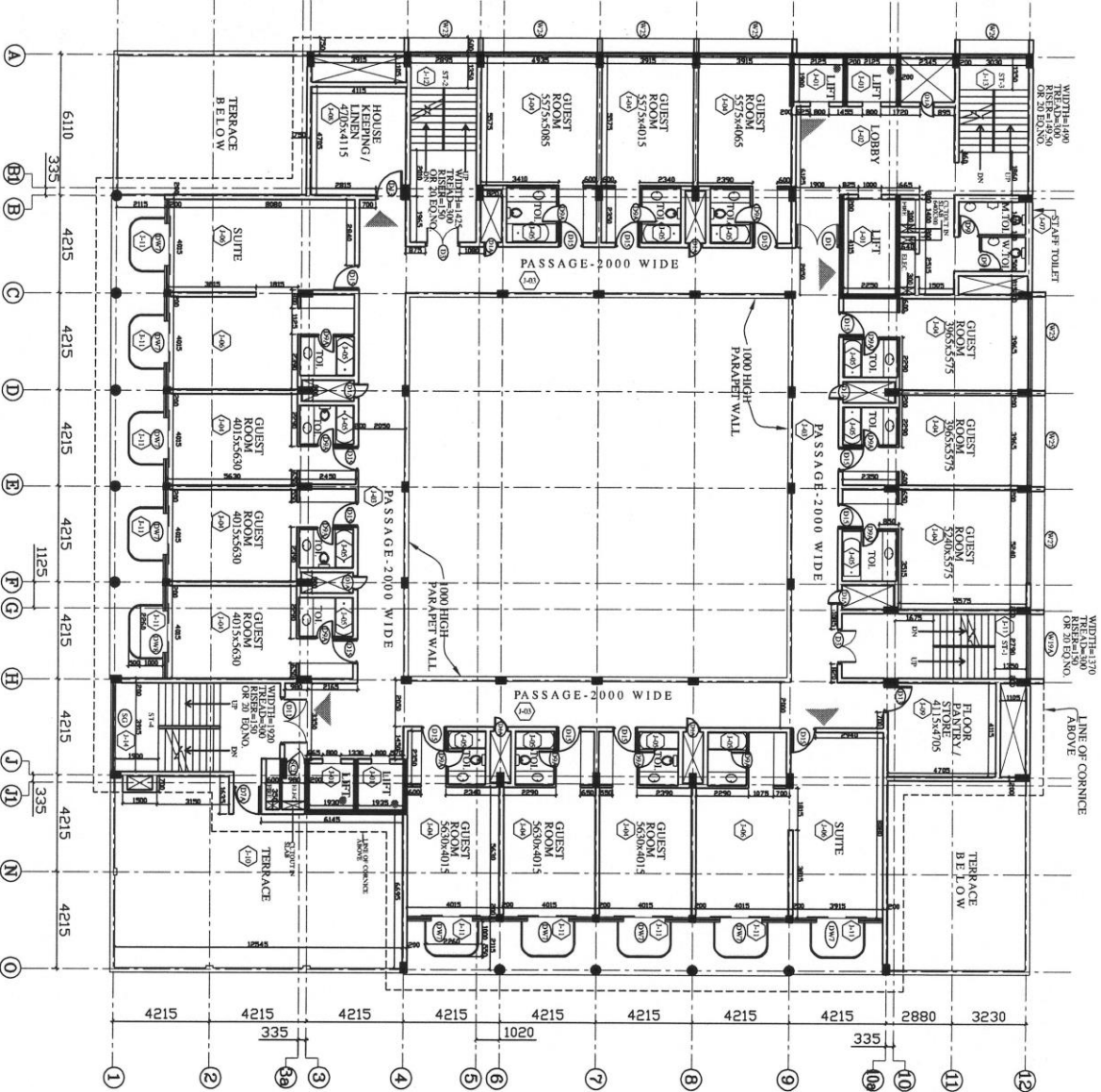
**1<sup>st</sup> Floor: Banquet hall and pantry**



7<sup>th</sup> Floor: 14 rooms



**8<sup>th</sup> Floor: 14 rooms**



### ANNEX 04 – Bid Proposal Checklist

**Please attach this checklist outside the sealed envelope of the Bid**

Bidder		For Univiya use
<input style="width: 80px; height: 25px;" type="checkbox"/>	Information of the Bidders Authorized Representative (As in SECTION IV 2(h))	<input style="width: 80px; height: 25px;" type="checkbox"/>
<input style="width: 80px; height: 25px;" type="checkbox"/>	Power of Attorney (as in SECTION IV 2 (i))	<input style="width: 80px; height: 25px;" type="checkbox"/>
<input style="width: 80px; height: 25px;" type="checkbox"/>	Copy of Business Registration Certificate	<input style="width: 80px; height: 25px;" type="checkbox"/>
<input style="width: 80px; height: 25px;" type="checkbox"/>	If a partnership; partnership profile documents	<input style="width: 80px; height: 25px;" type="checkbox"/>
<input style="width: 80px; height: 25px;" type="checkbox"/>	If a Company; Board Resolution (As in SECTION IV 2(g))	<input style="width: 80px; height: 25px;" type="checkbox"/>
<input style="width: 80px; height: 25px;" type="checkbox"/>	Bid security (as in ANNEX 01)	<input style="width: 80px; height: 25px;" type="checkbox"/>
<input style="width: 80px; height: 25px;" type="checkbox"/>	Letter of Price Proposal and Acceptance of RFP condition (as in ANNEX 02)	<input style="width: 80px; height: 25px;" type="checkbox"/>
<input style="width: 80px; height: 25px;" type="checkbox"/>	Checklist (as in ANNEX 04) attached outside sealed proposal.	<input style="width: 80px; height: 25px;" type="checkbox"/>

**Note:**

Any proposal without the specified documents as stated in the Annex 04 of RFP will be rejected at the time of opening of proposal.