



Regional Airports Company Limited

REQUEST FOR PROPOSAL

LEASE OF SHOP UNIT 2 AT HOARAFUSHI AIRPORT

JUNE 25, 2021



1 INTRODUCTION

Regional Airports Company Limited (RACL) invites interested and capable parties to submit price proposals/offers to operate Shop Unit 2 located at Hoarafushi Airport (HRF) for a period of 5 years. Interested parties should submit price proposals/offers in compliance with the terms described in this RFP.

2 SCHEDULING OF BIDDING PROCESS

Regional Airports Company Limited shall endeavor to adhere to the following schedule:

Issuance of Tender Notice & RFP	June 25, 2021	Tender Notice and RFP published on Government Gazette.
Site Visit	June 27, 2021, June 28, 2021 & June 29, 2021	Contact person: Hussain Nasih Contact number: +9607979343
Inquiries Period	June 26, 2021 to June 29, 2021 14:00hrs	Enquiries to be sent to procurement@airports.mv <i>Queries received after the deadline will not be attended to.</i>
Submission & Opening of Proposals	July 1, 2021 11:00hrs	Proposals are to be submitted to Hoarafushi Airport before the deadline. Proposals shall be opened in front of the proponents that choose to be present.



3 TERMS OF LEASE

3.1 The lessee would be required to lease and operate shop unit 2 according to the guidelines below.

3.1.1 Opening hours:

3.1.1.1 *The shop must be open from 8am till 6pm every day; and should be open 1 hour before flight departure and should be open till the flight leaves the runway.*

3.1.1.2 *Keeping the shop open at any time except for the above is optional to the lessee.*

3.1.2 Product pricing:

3.1.2.1 *Prices must be displayed on all products sold in the shop.*

3.1.2.2 *All prices should be inclusive of Goods and Service tax (GST).*

3.1.2.3 *Prices must not be higher than the average market rates.*

3.1.3 Product conditions to sell:

3.1.3.1 *Cooked food shall not be sold in the shop.*

3.1.3.2 *Expired goods shall not be sold in the shop.*

3.1.3.3 *All product sold must be packed and bottled and must be in original packaging*

3.1.3.4 *List of products that the lessee is allowed to sell is attached with this document.*

3.1.4 Cleanliness, repair and maintenance:

3.1.4.1 *A dustbin must be kept inside the shop.*

3.1.4.2 *Waste should be disposed once every 24 hours.*

3.1.4.3 *The floor of the shop must be kept clean and tidy at all times.*

3.1.4.4 *Shop display glasses should be kept clean at all times.*

3.1.4.5 *Shop racks and other customer access areas must be kept clean at all times*

3.1.4.6 *The lessee must follow any other cleanliness guidelines provided by RACL.*

3.1.4.7 *All expense related to cleaning must be borne by the lessee.*

3.1.4.8 *All the shop lights must be working during shop opening hours.*

3.1.4.9 *Air conditioning must be installed in the shop and should be kept on during shop opening hours.*

3.1.4.10 *If any structural damage to the unit is noticed RACL must be immediately notified.*

3.1.4.11 *All expenses related to repair and maintenance of the unit must be borne by the lessee.*



3.1.5 Utilities:

3.1.5.1 Electricity will be provided by RACL.

3.1.5.2 Water must be managed by the operator

3.1.6 Promotional activities:

3.1.6.1 The lessee is allowed to run own and collaborative promotions with regards to the shop.

3.1.6.2 However, no sound and no video are allowed to be use as part of advertising and promotion

3.1.6.3 The lessee is NOT allowed to paste promotional material such as posters on shop window

3.1.6.4 All racks and display materials must be kept inside the shop and within given area.

3.1.6.5 Any type of promotional activity other than product pricing must be communicated to RACL marketing department.

3.1.7 Product Category List that are allowed to sell

3.1.7.1 Beverages

3.1.7.2 Bottled water

3.1.7.3 Canned food

3.1.7.4 Cereal

3.1.7.5 Cookies, snacks and candy

3.1.7.6 Biscuits and wafers

3.1.7.7 Tissues and Wipes

3.1.7.8 House hold cleaning supplies

3.1.7.9 General medicine

3.1.7.10 Health & Beauty

3.1.7.11 Personal Care/Grooming

3.1.7.12 General Necessities

3.1.8 Drawings

The drawings contain the location of shop unit 2.

3.1.9 Lease Period

The lease period for shop unit 2 is 5 (Five) years.



3.1.10 CSR Project

Bidders are required to carry out a CSR project. Bidders could choose any of the below.

- a. Outdoor waiting area.
- b. Parking lot.
- c. Monetary donation to recreation activities of Hoarafushi Airport staff.

Bidders must provide the amount (in MVR) they are willing to invest in the CSR Project of their choosing from the list above.

4 UNIT DETAILS & BASE RATES

Unit	Area (in SQ Ft)	Base rate per SQ Ft (MVR)
Shop unit 2	106	65



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 more than or equal to 65 MVR.
- 5.3 **Security deposit:** Within 07 (seven) days of Award Notification and prior to execution of the agreement, the party shall pay a security deposit equivalent to 1 (one) months' rent for year 1, as security deposit to the RACL's proposed Bank account specified in the Award notification. Failure to pay the security deposit will lead to annulment of the award notification. Security deposit will be retained till contract is terminated or expired.
- 5.4 **Addenda:** At any time prior to the Bid Due Date, RACL 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, RACL may, in its sole discretion, extend the Bid Due Date.
- 5.5 **One proposal Per Proponent:** Each Proponent must submit only one proposal for the unit. A Proponent who submits or participates in more than one proposal for the unit will be disqualified. If RACL 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.
- 5.6 **Validity:** Proposals shall remain valid for 60 (Sixty) days after the deadline for date of bid submission.
- 5.7 **Right to Cancel or Reject:** RACL 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. RACL reserves the right to reject proposals from Blacklisted Customers and Legal Customers, including the Default Customers/Parties and it shall extend to Subsidiaries of RACL as well.
- 5.8 **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'.
- 5.9 **Right to Verify:** RACL 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 RACL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by RACL shall not relieve the Proponent of its obligations or liabilities hereunder nor will it affect any rights of RACL thereunder.



5.10 **Blacklisted and Default Customers:** RACL reserves the right to disqualify the bidder and has the right to Blacklist permanently or to suspend the Bidder for a certain period depending on the severity on the following circumstances.

- Intent to cheat and/or history of any such incident with RACL;
- Misrepresentation of facts in Bid Proposals and/or history of any such incident with RACL;
- Malpractices in supplies or services and/or history of any such incident with RACL;
- Intentional Disclosure of RACL's confidential information and/or history of any such incident with RACL;
- Bidder participates in bidding / Negotiations, wins the contract but subsequently does not execute the work and/or history of any such incident with RACL;
- Repetitive Quality issues in Supplies / Services and/or history of any such incident in the past engagements with RACL;
- Unreasonable delays in deliveries or execution of services and/or history of any such incident in the past engagements with RACL;
- Bidder's repetitive delays getting into contractual agreement with RACL after winning a contract and/or history of any such incident in the past engagements with RACL;
- Other violations of responsible business practices;
- Any other criteria as RACL may deem appropriate in the interest of RACL or government in compliance with company policies and Laws of Republic of Maldives.

5.11 **Conflict of Interest:** A Proponent shall not have any conflict of interest that affects the bidding process. Any proponent found to have any conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest for the purpose of this RFP process, if the bidder:

- i. Directly or indirectly controls, is controlled by or is under common control with another bidder; or
- ii. Submits more than one proposal in this RFP process by business entity. Participation by a bidder in more than one Proposal will result in the disqualification of all Proposal in which such bidder is involved.



5.12 **Verification of Documents:** During the examination of responsiveness, evaluation, and comparison of bids, RACL may, at RACL's discretion, ask any Bidder to submit any documents (including and not limited to some mandatory documents which shall not affect the competitiveness of the process) for clarification and verification of the Bidder's Bid. Any document which affect the competitiveness shall not be accepted during the resubmission period. The Tender Committee has discretion to reject any document submitted during resubmission period, if found, which shall affect the competitiveness of the Tender process.

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. RACL 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. Document submission checklist as provided in Annex 2 of this RFP
- b. Proposal Cover page. Should include the following.
 - I. Bid title
 - II. Proponent name
 - III. Nature of business
- c. Bid submission summary form as provided in annex 1 of this RFP
- d. Documents as mentioned in 6.2 of this RFP.

6.1.2 Page numbers should be included in the format of (Page 1 of 1) on all sheets of the document.

6.1.3 All sheets must be signed or stamped by the proponent.

6.2 Documents to Submit

Proponents shall submit the following documents with the proposal/offer.

- a. ID card copies/pp copies of shareholders.
- b. Business registration copy.
- c. Past 3 months' bank statements or Audited Financial statements.



7 SUBMISSION

- 7.1 Deadline for submission is 2nd May 2021, 11:30hrs, Maldives Time. Proposal should be submitted to RACL Head Office reception counter before the deadline along with required documents, on or before the submission deadline.
- 7.2 Bids received by RACL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected. Deadline for submission is 2nd May 2021, 11:30hrs, Maldives Time.
- 7.3 **Resubmission Period:** Bidders shall be notified to submit missing documents required for evaluation, within 48 (forty-eight) hours of the bid submission and failure to re-submit shall result disqualification of the bidder.
- 7.4 **Legal Clearances:** Bidders shall submit legal clearance forms within given deadline once circulated by RACL and failure to submit shall result in disqualification of the bidder.

8 QUALIFICATION & EVALUATION CRITERIA

8.1 Qualification Criteria

These are the criteria that will be used to qualify the bids. Bids that meet the requirements of the qualification criteria will be evaluated. Bids that do not meet the qualification criteria will not move to the Evaluation Stage.

8.1.1 Financial Capacity

- (a) Bidders shall demonstrate that it has access to or has full funds to finance the proposed investment cost for the shop and the CSR project of their choosing from the options provided by RACL. Bidders that do not demonstrate that it has access to or has full funds to meet the proposed investment cost shall be disqualified.
- (b) Funds required for the investment cost will be evaluated based on the bank statement balance or external financing subjected to bidders proposed method of financing.

- 8.2 **Evaluation Criteria:** Bidders shall submit legal clearance forms within given deadline once circulated by RACL and failure to submit shall result in disqualification of the bidder.

Criteria	Details	Marks
Lease rent	The highest rate offered will receive the highest marks.	60
CSR Project	The company that proposes a CSR project with the highest monetary value will receive the highest marks.	40
Total		100



9 AWARD NOTIFICATION LETTER

After evaluation & selection process, the selected party would be issued a conditional Award Notification with instructions to pay security deposit within 7 (seven) days. Agreement between both parties would be signed after RACL confirms receipt of security deposit.

For the avoidance of any doubt, Award Notification shall not render any binding agreement or commitment with the selected party. RACL may at any time, by its own discretion may revoke or cancel the Award Notification Letter without the obligation to provide any justification and incurring any liability whatsoever. For the purpose of this Bidding process, Award Notification shall be considered as a mere notification to sign the Agreement between Parties. Unless and otherwise the parties execute a written Agreement to lease the Unit, no agreement or commitment shall exist between the parties.

In the event the proponent fails to pay security deposit and/or submit legal clearance within the stipulated period; RACL reserves the right to cancel the award notification and the next eligible Proponent may be considered.

10 SUBSEQUENT AGREEMENT

A Subsequent Agreement shall be drawn with the selected bidder and this document with all terms and conditions shall form part of the Subsequent Agreement.

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.

11 COMMUNICATIONS

During the RFP process, questions or clarifications about this RFP must be directed by email to: procurement@airports.mv.

Except as provided in the preceding section relating to questions about this RFP, Proponents shall not contact any officers, employees, or team members of RACL 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 1: Bid Submission Summary Form

Lease and Operation of Shop Unit 2 located at Hoarafushi Airport
Announcement number:

Name of the Bidder	
Business registration number	
Registered Address	
Contact Details:	
Contact person; Name: Contact number:	

Lease rate per SQ Ft	
Year	Rate
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	

CSR Project	
CSR Project Proposed	Amount proposed for the project (in MVR)

Stamp & Signature of Proponent

Signature	Stamp
Name:	

It is the duty of the proponent to ensure that the amounts provided in this form is the same as the proposal/offer. This form shall be used by RACL in the evaluation of bids and in case of any contradiction between this form and the proposal/offer this form will be given precedence.



Annex 2

BID SECURING DECLARATION FORM

Bid Title: Lease and Operation of Shop Unit 2 located at Hoarafushi Airport

Bid Reference Number:

Name of bidder:

Registration Number:

Registered Address:

E-mail Address:

Contact Number:

Date:

I, _____(Name of Authorized Officer)_____, as the duly authorized representative of _____(Name of Company)_____, hereby declare as follows:

1. That we are submitting a bid to Design and build a pressure fed fire training system for RACL;
2. That we shall not withdraw or modify our Bid after the closing time for submission and before the end of the period of validity;
3. That we shall not influence RACL in its evaluation, comparison or Contract award decisions; and
4. That we have provided accurate and complete information.
5. That in the event that we violate the preceding paragraphs 2, 3 and 4, we understand and accept that we shall be disqualified from bidding in any or all future contracts with RACL.

Very truly yours,

Name of designated officer	
Designation	
Signature	



Annex 3: Document Submission Checklist

Document	Checkmark () by Proponent	Field to be used by RACL during bid opening
Bid submission summary form		
Bid Securing Declaration Form		
ID Card Copies/Passport copies of shareholders		
Business registration copy		
Past 3 months bank statements		
Signature/Stamp on all pages of proposal		

Proposals without the specified documents stated in the Document Submission Checklist will be rejected at the time of proposal opening.

