

MALDIVE GAS PRIVATE LIMITED



**INSTALLATION, TESTING AND COMMISSIONING OF CENTRALIZED LPG PIPELINE
NETWORK ON HIGH RISE MULTI OCCUPANCY BUILDING AT HULHUMALE' PHASE
TWO UNDER DESIGN, BUILD, FINANCE, TRANSFER (DBFT) MODEL**

REQUEST FOR PROPOSAL

REF NO: MGPL-I/PD/2022/03

13th March 2022

Disclaimer

The information contained in this Request for Proposals document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the 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.

MGPL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

MGPL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. 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

Maldive Gas Private Limited (MGPL) invites to well-qualified business entities (Local/International) engaged in shipping agency services to provide proposals to handle and carry out all the freight, customs clearance duties for MGPL's imports and export products, as per the terms and conditions provided in this Document.

2. Background

Maldive 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 Maldive 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 29th March 2022, 14:00 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.

3. Schedule of Bidding Process

MGPL shall endeavour to adhere to the following schedule:

Event Description	Date
1 Registration due date	16th March 2022, 21:00hrs
2 Last date for receiving queries	20th March 2022, 12:00hrs
3 Authority response to queries latest by	24th March 2022, 12:00hrs
4 Bid due date	29th March 2022, 14:00hrs
5 Validity of Bids	30 days of bid due date

Pre bid Meeting

Venue: MGPL Head Office

Time: 14:00 hrs

Date: 17th March 2022

4. Introduction to Hiyaa Project

Hiyaa - The biggest housing initiative in Maldives history was launched in the year 2017. Under this initiative, 7000 housing project was introduced. Furthermore, State-Owned Enterprises (SOEs) and interested private developers were allocated land plots to develop apartment units in the newly reclaimed suburb of Hulhumale' second phase.

The project, which was granted to China State Construction Engineering Corporation (CSCEC), was funded with a USD 437 million loan from China's EXIM bank and a government sovereign guarantee at 6% interest. The Maldivian government was given a five-year grace term to repay 15% of the loan and a 15-year grace period to repay the remaining amount.

5. Description of requirement

Hiyaa project consists of 6720 housing units catering to around a population of 40,000 people. The ground floor of all 16 towers is dedicated to commercial and institutional uses to cater for the need of residents and the general public. The establishment of businesses caters to the city's ever-growing population while also adding value and boosting commercial activities in Hulhumale' phase 2.

SN#	Tower-type	Number of towers	Number of floors	No of apartments
1	Type 'A'	10 Nos	25 Floors	3840

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2	Type 'B'	06 Nos	25 Floors	2880
	Total:	16 Nos		6720

6. Commercial leased units

Lease of units from Hiyaa Commercials where LPG connection is not provided. LPG connections are not required in these units.

No of units	Usage	Unit Number	Area (sqft)
2	Grocery Stores	H7-G-01	1,093.40
		H4-G-04	1093.29
2	Café	H2-G-12	9236.34
		H3-G-09	926.34
1	Clinic	H5-G-02	2149.12
1	Pharmacy	H5-G-03	539.29
1	Bookshop	H13-G-02	1096.52
1	Saloon	H8-G-07	1086.83
1	Barbershop	H15-G-01	539.16
1	Daycare Centre	H3-G-01	2190.88
2	Retail Store	H1-G-02	1096.52
		H1-G-07	1096.52
2	SME Retail Store	H9-G-08	539.92
		H11-G-10	539.92

7. Scope

- a. Design, build, finance and transfer of the gas supply network for 16 towers. Designing the 16 flats associated with thorough risk assessment.

The risk assessment shall include the following elements.

- 1) Hazard Identification
- 2) Hazard reduction, including the application of inherent safety principles
- 3) Evaluation of failure modes
- 4) Evaluation of release frequency

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- 5) Evaluation of release consequences
 - 6) Consideration of risk-mitigating options.
 - 7) An assessment of the significance of the risk
- b. Installation and commissioning of the pipeline network that supports safe delivery of LPG to consumer connections.
 - c. Pipeline networks should have control devices and alarm systems to handle emergencies. Emergency Shut Down (ESD) devices shall be provided at strategic locations to facilitate shut down of the gas supply in the event of any exigencies. This should be also integrated to central fire alarm systems of the buildings.
 - d. Each household connection is to be facilitated with an independent isolation mechanism to handle repair maintenance and other necessary interventions that may be required.
 - e. Pipeline gas pressure is to be regulated on each floor.
 - f. Pressure testing the network in accordance with applied standards.
 - g. Equip gas/leak detection and any potential risk associated. The gas detectors and its installation shall comply with international standards approved by the project consultant.
 - h. Installation of gas bank connections.
 - i. Installation of household secure digital prepaid meters which is capable of sending data remotely.
 - j. All materials/equipment subjected to pre-approval by the project consultant.

8. Regulations and Standards

- a. The general principles and standards applied must comply with international standards approved by the consultant.
- b. Installations shall be conducted by certified and experienced engineers having experience in similar projects.
- c. The Contractor shall be responsible for meeting any additional requirements/standards such as those of the Fire Departments / civic bodies, etc., of their areas.
- d. Installing risers and pipework on high rise buildings is a potentially hazardous operation and must be undertaken safely.

9. General Conditions

- a. The contractor should design the centralized pipeline network system according to international code and standards
- a. Maldivian Gas will appoint an independent consultant for this project. The consultant will approve all the designs, design reviews and materials within a reasonable time.
- b. If the consultant raises the design changes to the contractor, they should change the design drawings and get approval from the consultant.
- c. MGPL will get all local authority approvals
- d. 12 months' defect liability period.
- e. The Bidder shall furnish, as part of his bid, a bid security in the amount of USD 32,500.00 or its equivalent Maldivian Rufiyaa (MVR). The bid security shall be a guarantee from a bank located in Male' or a foreign bank that is acceptable to the Employer. The bid security shall be valid for 30 days beyond the validity of the bid. Any bid not accompanied by acceptable bid security shall be rejected by the Employer as non-responsive. The bid securities of unsuccessful bidders will be returned as promptly as possible, after the

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expiration of the period of bid validity. The bid security of the successful bidder will be returned when the bidder has signed the agreement and furnished the required performance security.

- f. Within Fourteen (14) days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance Bank Guarantee in an amount equal to ten percent (25%) of the Contract sum. The Performance Bank Guarantee shall be valid up to six (06) months subsequent to successful completion of the project in accordance with the Conditions of the contract.
Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Employer may award the Contract to the next evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- g. Currency of payment is MVR.
- h. Bids shall remain valid, from the date of Bid opening, for the period of 90 calendar days. A Bid for a shorter duration shall be rejected as a non-responsive Bid.
- i. Each Bidder shall submit only one Bid by itself or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified.
- j. The bidder shall bear all costs associated with the preparation and submission of their bid, and the provision of sample materials, and the MGPL will in no case be responsible or liable for those costs.

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 postal mailing address procurement@maldivegas.com. MGPL will respond in writing to any request for clarification received earlier than four days prior to the deadline for submission of bids.

12. Source of Funding

The Contractor shall finance 100 % of the project subject to finance arranged by the Contractor for the project by either.

- a. Contractor's finance (Contractor Financed), or The Contractor shall make the financial arrangements for 100% (Hundred- percent) of the Contract Price through Contractor's own finance. It shall enter into a Financial Agreement following the following minimum acceptable terms with the Contractor within 28 days of signing the Contract.
- b. Through a reputable financial institution/bank (Contractor Facilitated Finance)
- c. The Contractor shall arrange the finance for 100% (Hundred- percent) of the Contract Price (excluding the GST) through a reputable financial institution/bank acceptable to the Contractor and in accordance with the following minimum acceptable terms and

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facilitate the loan agreement between the financial institution and the Contractor, which shall be signed within 90 days from the signing of the Contract.

d. Currency: United States Dollars

13. Minimum Acceptable Terms for the funds

a. Interest rate:

An effective rate of no more than 5% per annum (effective rate excludes variable component such as LIBOR and includes rest of the financing costs including interest and any other fee).

b. Grace period:

No less than the construction period

c. Repayment period:

3-5 years acceptable

d. Fees and other loan related costs:

To be borne by Contractor.

14. 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)	55
Experience	15
Delivery	10
Repayment period	10
Grace period	10
Total	100

If the proposed bid price is 10% higher than the client's estimated price, the client reserves the right not to consider those bids for further evaluation.

The maximum point of 10% will be awarded for repayment period as per below table

Repayment period	Marks allocation
5 years	10

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4 years	7
3 years	4

Points allocated for the grace period is as follows

Grace period	Marks allocation
1 year	10
9 months	7
6 months	5
3 months	3

15. Eligible Bidders

This invitation to bid is open to local and international bidders meeting all the following requirements:

- a. The bidder shall not be affiliated with a firm or entity that:
 - a. has provided consulting services related to the works to the Maldivian Gas during the preparatory stages of the works; or
 - b. has been hired by the Maldivian gas for provision of any services for the works
- b. The bidder should be well established and professionally organized companies and should be in operation for at least 5 (Five) years.
- c. Should have completed at least 2 funded projects of similar nature during the last 5 years.
- d. Finance arrangement for 100% of the project according to the minimum acceptable terms by either:
 - I. Contractor's own finance or and assurance of maintaining the funds throughout the execution of works or
 - II. Letter from reputable financial institution/bank (Contractor Facilitated Finance).

Bidders shall provide the following documentation for evidence of eligibility for the above terms. Failure to do so may render the bidder ineligible and lead to disqualification of the bid.

- a. Copy of business registration certificate
- b. Business profile/ work profile of the company
- c. Goods and Services Tax (GST) Registration certificate. (local companies).
- d. Tax Clearance Report. (local companies).
- e. Original Bid Security
- f. Audited financial statements for the last five years.

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- g. Proof of Finance arrangement for 100% of the project according to the minimum acceptable terms by either:
 - I. Board resolution of undertaking the financial arrangements to execute and complete the works.in case of contractor's own finance.
 - II. A valid bank term sheet with a validity period of at least 6 months from the bid submission date, assuring arrangement of finance through a reputable financial institution/bank (Contractor facilitated finance).
 - III. Experience should be supported by submitting documents signed by previous customers indicating project value and completion date.
- h. Method statement with details of instruments used.
- i. In case of bidder submitting through a joint venture/joint operation bidder must submit the following documents;
 - a. Board resolution on forming a JV with the intended company.
 - b. JV agreement with the company involved.
 - c. Only one party can submit the bid documents on behalf of the companies involved. (Submitting party is deemed as the main contractor).

16. Additional documents

Bidders are required to produce a signed declaration stating that they have no continuing decreed debt, have not been convicted of theft, fraud and/or embezzlement during the last five years. In the case of companies and partnerships, the declaration should be for the company, partners, directors, and shareholders of private limited companies. Failure to do so may render the bidder ineligible and lead to disqualification of the bid.

- a. Evidence of access to lines of credit and availability of other financial Resources
- b. Financial predictions for the current year and the two following years, including the effect of known commitments.
- c. A written Power of attorney/Resolution by the Board of Directors of the Company authorizing the signatory of the bid to commit the bidder.

17. Instructions To Bidders.

- 17.1 Unless the context otherwise required or expressed, the terms not defined in this RFP shall have the meaning assigned thereto in this RFP.
- 17.2 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.
- 17.3 Language of document shall be English.
- 17.4 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

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- 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.
- 17.5 The proposal price must be written without erasures, both in figures and in words. In case of discrepancy between figures and words, the words shall prevail.
- 17.6 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.
- 17.7 Agreement shall be drawn with the selected bidder and this document with all terms and conditions shall form part of the Subsequent Agreement.
- 17.8 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.
- 17.9 Deadline for submission of Proposal may be extended at the discretion of MGPL.
- 17.10 Proposal submitted after deadline shall be rejected.
- 17.11 Bids received by MGPL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 17.12 Documents may also be couriered and notified through email, and shall be sealed and Proposal Envelopes shall bear the following Identification.

***[Proposal for the work / services of handling and execution of the
freight, customs clearance duties related work]***

(MALDIVE GAS PRIVATE LIMITED)

DO NOT OPEN BEFORE 29th March 2022, 14:00 hrs

(Name of the Bidder)

- 17.13 If the envelope is not sealed and marked as above, MGPL will assume no responsibility for the misplacement or premature opening of the proposal.
- 17.14 Any condition or qualification or any other stipulation contained in the bid shall render the Bid liable to rejection as a non-responsive Bid
- 17.15 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.
- 17.16 Proposal will be opened at the presence of the bidders who choose to attend
- 17.17 The Letter of Award Notification (LOA) shall be sent to the Selected Bidder within the validity date of the Bidding process.
- 17.18 MGPL will review each bid and perform a detailed evaluation based on the evaluation criteria described in this RFP document.
- 17.19 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.

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- 17.20 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.
- 17.21 Any and all travel and accommodation expenses related to this tender shall be arranged and paid by the Bidder.
- 17.22 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.
- 17.23 Blacklisting is a consequence of failure on commitment or quality issues below. Bidders will not be blacklisted for unintentional mistakes or actions which do not tantamount to intentional cheating. MGPL has the right to 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
 - Unreasonable delays in deliveries or execution of services
 - 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.
- 17.24 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.
- 17.25 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.
- 17.26 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.

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- 17.27 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.
- 17.28 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.
- 17.29 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 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.
- 17.30 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.
- 17.31 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
- 17.32 Within 10 days of receipt of the Letter of Award Notification from MGPL, the successful bidder must furnish a Performance Security in the form of a Bank/Financial Institute guarantee with an amount of 5% (five percent) of the Contract Price as per the format provided in this RFP or some other form acceptable to the MGPL.
- 17.33 Failure of the successful bidder to comply with the requirements of clause 7.36 shall constitute annulment of the Award Notification, forfeiture of the Bid Security and any such other remedy MGPL may take under the contract, and MGPL may resort to Awarding the contract to the next ranked Bidder.

18. 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.

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- 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 labour. The Contractor shall provide food and lodging for all management staff and labour 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

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Annexure II - Letter Comprising the Proposal

Dated:

To,

[Name]

Procurement Department,

Maldivian Gas Pvt Ltd

Sub: Proposal for the services of handling and execution of the freight, customs clearance duties related work

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 Maldivian 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 services of handling and execution of the freight, customs clearance duties related work.
3. I/ We shall make available to the Maldivian 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 Maldivian 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 Maldivian 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 Maldivian Gas Pvt Ltd or any other private / public sector enterprise or any government, Central or State; and

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- (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 Maldives 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 Maldives 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. }
 19. I/ We shall keep this offer valid for [30 days] from the Bid Due Date specified in the RFP.

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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 Authorised signatory)

Place: Name and seal of Bidder

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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 authorise 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, 2020

For.....

(Signature, name, designation and stamp)

Witnesses:

- 1.
- 2.

Accepted

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

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***Annexure IV - FORM OF PERFORMANCE
SECURITY***

Guarantee No.: [insert guarantee reference number]

The Guarantor: [insert name and address of place of issue, unless indicated
in the letterhead]

Name of Contract/Contract No. : [insert reference number or other inform
ation identifying the contract between the Applicant and Beneficiary on which the guarantee is ba
sed]

The Beneficiary (the "Employer"): [insert name and address of the Benefici
ary]

We have been informed that [insert name and address of the Contr
actor] (hereinafter called the "Applicant") is your Contractor under such Contract, which require h
im/her to obtain a Performance Security.

The Bank's liability under this Guarantee shall be restricted to [insert amount].
The Bank shall be liable to pay the said amount or any part thereof only if the Maldiv Gas Private
Limited serves a written claim on the Bank on or before [indicate date falling
70 days after the expiration of Defect Notification Period of the Works].

This guarantee shall be governed by the laws of [insert law governing the
guarantee] and shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 rev
ision, published as number 758 by the International Chamber of Commerce.

Signed by:

Name: , its and authorised official.

Date:

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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 \surd the boxes provided

Envelope 'A' (ORIGINAL) – Required Documents

- Experience letter/Completion letter as per the clause 6.2 and its sub-clauses.
- Copy of Company/ Sole Proprietorship Registration Certificate
- 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).
- Experience Summary list (as per the format provided in Annexure I)
- Letter comprising the bid (as per the format provided in Annexure III)
- Power of Attorney (As per the format provided in Annex IV)
- Signed and stamped Appendix to Tender (Refer to Annexure V)
- This tender submission checklist, completed, signed, stamped and dated.

Please Ensure that;

- Language of document shall be English or Dhivehi and Bid currency should be in Maldivian Rufiyaa (MVR).
- 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.