

INVITATION TO SUBMIT PROPOSALS

**Work / Services of Handling and Execution of the Freight,
Customs Clearance Duties related Work**

REF NO: MGPL-I/PD/2022/08

29th March 2022

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The information contained in this Request for Proposals document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Maldivian Gas Private Limited (the "MGPL") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. MGPL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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 07 April, 10:00 hours or date extended according to the process stated herein.

3.6 'Bid Stage' means the period between the date of this RFP and Bid Due Date.

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

3.7 'LOA' means Letter of Award notification.

3.8 'Member or Associate' means shareholder/s of the Bidder or a partner in business.

3.9 'Subsequent Agreements' means one or more agreements, deed, instruments executed between MGPL and Selected Bidder pursuant to the Project.

3.10 'Laws' means, existing Laws and Regulations of Republic of Maldives and any other applicable international protocol.

4. SCHEDULE OF BIDDING PROCESS

MGPL shall endeavour to adhere to the following schedule:

Event Description	Date
4.1 Last date for receiving queries	05 April 2022, 10:00 hrs
4.2 Authority response to queries latest by	06 April 2022, 10:00 hrs
4.3 Bid Due date	07 April 2022, 10:00 hrs
4.4 Validity of Bids	30 days of bid due date

Pre bid Meeting

Venue: MGPL Head Office

Time: 10:00 hrs

Date: 04 April 2022,

5. SCOPE

- 5.1. Carry out all import & export of freight and custom clearance documents for MGPL.
- 5.2. Carry out all import & export of freight and customs cargo clearance for all consignment by either Sea or Air.
- 5.3. Collect shipping documents from the suppliers on behalf of MGPL.
- 5.4. Ability to expedite urgent consignment.
- 5.5. Provide shipment tracking and pre-alerts for MGPL consignments.
- 5.6. The contractor shall pay customs duty and MPL charges on behalf of MGPL and request for reimbursement with supporting documents
- 5.7. After customs clearance, deliver goods to MGPL's nominated warehouse in K.Thilafushi / Male' / Hulhumale' properly palletized. Including loading at contractor's warehouse and unloading at MGPL's warehouse or site.

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

- 5.8. Inform MGPL immediately of any discrepancies in the consignment or damages to the goods during transit or onshore handling for inspection by MGPL officers prior to delivery.
- 5.9. The contractor shall be liable for all Demurrage charges or any other fines enforced by the customs, MPL or any other authority due to delays of goods clearance in due time.
- 5.10. The bidder must be responsible for the cargo from the point of collection from suppliers' warehouse until its delivery to MGPL dedicated warehouse.

Additional Service

Additional Services – Additional services will include redesign of previously approved work where necessary, major revisions, which the MGPL and Service Provider had agreed upon, to program and expansion of scope of work beyond the itemized in the service agreement.

6. ELIGIBILITY

The Bidders must meet the following minimum requirements and must have the following capacity:

- 6.1. Customs Broker/Agent License.
- 6.2. Business Activity Registration.
- 6.3. Experience in Freight and clearance for a minimum of 05 (Five) years.

6.4. Experience:

- a) Experience of the bidder will be measured with the similar nature of services completed within the last 05 (Five) years.

Project of similar in nature: the work / services of handling and execution of the freight, customs clearance duties related work locally and internationally.

- b) Reference letter / Completion letter received ONLY in the name of the companies' / government entities / institutions / commissions etc. will be considered as experience of the bidder
- c) Reference letters in the name of individual members / consultants will not be considered as a bidders' experience

7. FINANCIAL PROPOSAL

- a) Bidders shall provide a minimum credit limit of MVR 100,000.00 per month.
- b) Payment term of Thirty (30) days.
- c) The bidder must clearly indicate any other charges that could incur during the process of customs clearance and freight management, not mentioned in the table above.
- d) The bidder must provide prices for all the categories in Table 1 to Table 11 in Annex – I.

8. INSTRUCTIONS TO BIDDERS.

- 7.1 Unless the context otherwise required or expressed, the terms not defined in this RFP shall have the meaning assigned thereto in this RFP.
- 7.2 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.
- 7.3 Language of document shall be English.
- 7.4 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 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.
- 7.5 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.
- 7.6 The Annexure- I to V shall be typed or written in indelible ink and signed by authorized signatories. Any change should be initialled.
- 7.7 At any time prior to the Bid Due Date, MGPL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, MGPL may, in its sole discretion, extend the Bid Due Date.
- 7.8 Agreement shall be drawn with the selected bidder and this document with all

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

terms and conditions shall form part of the Subsequent Agreement.

- 7.9 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.
- 7.10 Deadline for submission of Proposal may be extended at the discretion of MGPL.
- 7.11 Proposal submitted after deadline shall be rejected.
- 7.12 Bids received by MGPL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 7.13 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 07th April 2022, 10:00 hrs
(Name of the Bidder)

- 7.14 If the envelope is not sealed and marked as above, MGPL will assume no responsibility for the misplacement or premature opening of the proposal.
- 7.15 Any condition or qualification or any other stipulation contained in the bid shall render the Bid liable to rejection as a non- responsive Bid
- 7.16 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
- 7.17 Proposal will be opened at the presence of the bidders who choose to attend
- 7.18 The Letter of Award Notification (LOA) shall be sent to the Selected Bidder within the validity date of the Bidding process.
- 7.19 MGPL will review each bid and perform a detailed evaluation based on the evaluation criteria described in this RFP document.
- 7.20 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.
- 7.21 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.
- 7.22 Any and all travel and accommodation expenses related to this tender shall be

arranged and paid by the Bidder.

7.23 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.

7.24 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.

7.25 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.

7.26 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

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

- the Bids under consideration.
- 7.27 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.
- 7.28 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.
- 7.29 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.
- 7.30 To assist in the examination of responsiveness, evaluation, and comparison of bids, MGPL may, at MGPL’s discretion, ask any Bidder to submit any documents (including and not limited to some mandatory documents which shall not affect the competitiveness of the process) for clarification and verification of the Bidder’s Bid. Any document which affects the competitiveness shall not be accepted during the resubmission period. The Tender Committee has discretion to reject any document submitted during resubmission period, if found, which shall affect the competitiveness of the Tender process.
- 7.31 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.
- 7.32 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

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

Process

- 7.33 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.
- 7.34 Failure of the successful bidder to comply with the requirements of clause 7.33 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.

9. REQUIRED DOCUMENTS.

MGPL may choose to accept a proposal which does not contain one or more of the documents listed in this section on the ground that information provided in another document or elsewhere in the proposal does satisfy the purpose for which the document is requested.

9.1. FOR ELIGIBILITY

- 9.1.1. Experience letter / Completion letter as per the clause 6.4 and its sub-clauses.
- 9.1.2. Customs Broker/Agent License Copy
- 9.1.3. Business Activity Registration Copy

9.2. OTHER DOCUMENTS

- 9.2.1. Copy of Company/ Sole Proprietorship Registration Certificate
- 9.2.2. Customs Broker/Agent License
- 9.2.3. Copy of Company GST/VAT registration certificate and Tax Clearance Certificate.
- 9.2.4. Copy of most recent Memorandum of Association
- 9.2.5. Shareholders National ID Card copies/Passport copies of foreigners
- 9.2.6. A Cover Letter including proposed price and project schedule (timeline).
- 9.2.7. Price list (as per the format provided in Annexure I)
- 9.2.8. Letter comprising the bid (as per the format provided in Annexure II)
- 9.2.9. Power of Attorney (As per the format provided in Annex III)
- 9.2.10. Tender submission checklist (Annexure V)

10. EVALUATION CRITERIA AS FOLLOWS.

	Description	Weighting %
1	Bid Price	80%
	Table 1: IMPORT FCL FOB SINGAPORE MALE'	15%
	TABLE 2: EXPORTS FCL EXW MALE' SINGAPORE	15%
	Table 3: IMPORT FCL FOB DUBAI- MALE'	10%
	TABLE 4: EXPORTS FCL EXW MALE' DUBAI	10%
	Table 5: IMPORT FCL FOB COLOMBO- MALE'	5%
	TABLE 6: EXPORTS FCL EXW MALE' COLOMBO	5%
	TABLE 7: IMPORTS FCL FOB OTHER PORTS	5%
	TABLE 8: EXPORTS FCL EXW OTHER PORTS	5%
	TABLE 9: IMPORTS AIR FREIGHT 1-300KG	5%
	TABLE 10: IMPORTS AIRFREIGHT 301-500KG	3%
	TABLE 11: IMPORTS AIR FREIGHT 501-1000KG	2%
2	Past experience related to cargo clearance	20%
	5% per reference letter	
	Total	100%

11. EVALUATION GUIDELINES

- 10.1 MGPL will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP.
- 10.2 Prior to evaluation of Bids, MGPL shall determine whether each Bid is responsive to the requirements of this RFP.
- 10.3 Marks shall be distributed on Pro-rata basis.

10.4 Proposed Price (80 marks)

- a) For Sea Freight Import clearance, Sea Freight Export and Airfreight import clearance, fill the price sheet in Annex I. Price shall be submitted in accordance to the table format given and no other format will be accepted.
- b) Total lowest price offered would achieve the highest. Higher Proposal will receive lesser marks in proportion to the lowest quoted.

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

10.5 Experience (20 marks)

- a) Experience will be validated by:
 - reference letters of similar nature (positive) issued by the clients
- b) Reference letter/Completion Certificates received ONLY in the name of the companies/Government Entities/Institutions/Commissions etc. will be considered as experience of the bidder
- c) Reference letters/Completion Certificates in the name of individual members/consultants will not be considered as a bidder's experience
- d) Experience of the bidder will be measured with the relevant nature of services (projects of similar nature) as required in this RFP, completed within the last 05 years. The relevant project numbers carried out will be tabulated and summed. Marks will be weighted with the highest total number of all said projects receiving full marks.
- e) Marks for projects and experience will be tabulated as follows

Basis	Criteria	Marks
Project of Similar in nature: <i>the work / services of handling and execution of the freight, customs clearance duties related work locally and internationally within last five (05) years</i> *The party with most positive reference letters will achieve highest marks and marks shall be given on pro-rata basis	No of reference letters	20 marks

12. ELECTION OF BIDDER

12.1. Subject to the provisions of this RFP, the Bidder whose Bid is adjudged as responsive in terms of this RFP and who scores the highest marks in Evaluation (the

“**Evaluation**”) shall ordinarily be declared as the selected Bidder (the “**Selected Bidder**”).

12.2. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), MGPL may invite all the remaining Bidders to revalidate or extend their Bid validity date, if necessary, and match the Bid of the aforesaid Highest Bidder (the “**second round of bidding**”).

12.3. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding, MGPL may, in its discretion, retender and invite for fresh Bids (the “**third round of bidding**”).

13. AWARD OF CONTRACT

13.1. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by MGPL to the Selected Bidder and the Selected Bidder shall, within 10 (ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the next eligible Bidder may be considered.

14. BID VALIDITY

The Bids shall remain valid for 30 (thirty) days after the deadline for date of bid submission.

15. SUBMISSION

15.1. Proposals are to be submitted on or before **07th April 2022, Time: 10:00 am** to **Maldivian Gas Private Limited Head Office (STO Trade Center 2nd Floor) Orchid Magu, Male’, Republic of Maldives.**

15.2. If proposals are to be submitted electronically / through email, Bidders shall send their enclosed proposal to Procurement@maldivegas.com

15.3. Proposals received to MGPL at the given time of submission shall only be accepted and this rule shall apply to proposals submitted electronically and through email as well.

16. QUERIES & FEEDBACK

All questions relating to the terms of condition shall be directed by email or in writing to:

[Ahmed Gais]

Senior Officer/ Procurement Department

Maldivian Gas Pvt Ltd

Orchid Magu,

Maafannu Male', Maldives

Tel: 3005446

Email: procurement@maldivegas.com

Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MGPL in relation to, or matters arising out of, or concerning the Bidding Process. MGPL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. MGPL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MGPL or as may be required by law or in connection with any legal process.

Disclaimer:

Notwithstanding anything contained in this RFP, MGPL reserves the right to reject any Bid and to annul the Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that MGPL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Parties to submit fresh Bids hereunder.

Annexure I

TABLE 1: IMPORTS FCL FOB SG MLE							
POL	POD	CONTAINER		OCEAN FREIGHT	CUSTOMS CLEARANCE AND DOCUMENTATION	TRANSPORT AND WAREHOUSE DELIVERY	TOTAL
SINGAPORE	MLE	20' GP	General Cargo				
			DG Cargo				
		40' GP	General Cargo				
			DG Cargo				
		40' HC	General Cargo				
			DG Cargo				
TOTAL							

TABLE 2: EXPORTS FCL EXW MLE SG								
POL	POD	CONTAINER		OCEAN FREIGHT	EXW CHARGES	EXPORT, LASHING AND DOCUMENTATION	COLLECTION AND TRANSPORTATION TO PORT	TOTAL
MALE	SINGAPORE	20' GP	General Cargo					
			DG Cargo					
		40' GP	General Cargo					
			DG Cargo					
		40' HC	General Cargo					
			DG Cargo					
TOTAL								

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

TABLE 3: IMPORTS FCL FOB DUBAI MLE							
POL	POD	CONTAINER		OCEAN FREIGHT	CUSTOMS CLEARANCE AND DOCUMENTATION	TRANSPORT AND WAREHOUSE DELIVERY	TOTAL
DUBAI JUEBEL ALI	MALE	20' GP	General Cargo				
			DG Cargo				
		40' GP	General Cargo				
			DG Cargo				
		40' HC	General Cargo				
			DG Cargo				
TOTAL							

TABLE 4: EXPORTS FCL EXW MLE DUBAI								
POL	POD	CONTAINER		OCEAN FREIGHT	EXW CHARGES	EXPORT, LASHING AND DOCUMENTATION	COLLECTION AND TRANSPORTATION TO PORT	TOTAL
MALE	DUBAI JEBEL ALI	20' GP	General Cargo					
			DG Cargo					
		40' GP	General Cargo					
			DG Cargo					
		40' HC	General Cargo					
			DG Cargo					
TOTAL								

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

TABLE 5: IMPORTS FCL FOB CMB MLE							
POL	POD	CONTAINER		OCEAN FREIGHT	CUSTOMS CLEARANCE AND DOCUMENTATION	TRANSPORT AND WAREHOUSE DELIVERY	TOTAL
COLOMBO	MALE	20' GP	General Cargo				
			DG Cargo				
		40' GP	General Cargo				
			DG Cargo				
		40' HC	General Cargo				
			DG Cargo				
TOTAL							

TABLE 6: EXPORTS FCL EXW MLE CMB								
POL	POD	CONTAINER		OCEAN FREIGHT	EXW CHARGES	EXPORT, LASHING AND DOCUMENTATION	COLLECTION AND TRANSPORTATION TO PORT	TOTAL
MALE	COLOMBO	20' GP	General Cargo					
			DG Cargo					
		40' GP	General Cargo					
			DG Cargo					
		40' HC	General Cargo					
			DG Cargo					
TOTAL								

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

TABLE 7: IMPORTS FCL FOB OTHER PORTS							
POL	POD	CONTAINER		OCEAN FREIGHT	CUSTOMS CLEARANCE AND DOCUMENTATION	TRANSPORT AND WAREHOUSE DELIVERY	TOTAL
THAILAND – LAEM CHABANG	MALE	20' GP	General Cargo				
			DG Cargo				
		40' GP	General Cargo				
			DG Cargo				
		40' HC	General Cargo				
			DG Cargo				
CHINA GUANGZHOU	MALE	20' GP	General Cargo				
			DG Cargo				
		40' GP	General Cargo				
			DG Cargo				
		40' HC	General Cargo				
			DG Cargo				
CHINA SHANGHAI	MALE	20' GP	General Cargo				
			DG Cargo				
		40' GP	General Cargo				
			DG Cargo				
		40' HC	General Cargo				
			DG Cargo				
INDIA- TUTICORIN	MALE	20' GP	General Cargo				
			DG Cargo				
		40' GP	General Cargo				
			DG Cargo				
		40' HC	General Cargo				
			DG Cargo				
TOTAL							

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

TABLE 8: EXPORTS FCL EXW OTHER PORTS								
POL	POD	CONTAINER		EXW CHARGES	OCEAN FREIGHT	EXPORT, LASHING AND DOCUMENTATION	COLLECTION AND TRANSPORTATION TO PORT	TOTAL
MLE	THAILAND –LAEM CHABANG	20' GP	General Cargo					
			DG Cargo					
		40' GP	General Cargo					
			DG Cargo					
		40' HC	General Cargo					
			DG Cargo					
MLE	CHINA GUANGZHOU	20' GP	General Cargo					
			DG Cargo					
		40' GP	General Cargo					
			DG Cargo					
		40' HC	General Cargo					
			DG Cargo					
MLE	CHINA SHANGHAI	20' GP	General Cargo					
			DG Cargo					
		40' GP	General Cargo					
			DG Cargo					
		40' HC	General Cargo					
			DG Cargo					
MLE	INDIA- TUTICORIN	20' GP	General Cargo					
			DG Cargo					
		40' GP	General Cargo					
			DG Cargo					
		40' HC	General Cargo					
			DG Cargo					

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

TOTAL	
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TABLE 9: AIR FREIGHT FOB							
AOL	AOD	CARGO TYPE	AIR FREIGHT 1-300kg	FOB CHARGES PER KG	CUSTOMS CLEARANCE AND DOCUMENTATION	TRANSPORT AND WAREHOUSE DELIVERY	TOTAL
SRILANKA- COLOMBO	MLE	General Cargo					
		DG Cargo					
THAILAND- BKK	MLE	General Cargo					
		DG Cargo					
SINGAPORE	MLE	General Cargo					
		DG Cargo					
CHINA GUANGZHOU	MLE	General Cargo					
		DG Cargo					
SLOVAKIA- BRATISLAVA	MLE	General Cargo					
		DG Cargo					
INDIA- MUMBAI,THRIVANTHAPURAM,CHENNAI, BANGALORE	MLE	General Cargo					
		DG Cargo					
NORWAY- OSLO	MLE	General Cargo					
		DG Cargo					
MALAYSIA – KUALA LUMPUR	MLE	General Cargo					
		DG Cargo					
UAE- DUBAI	MLE	General Cargo					
		DG Cargo					
TOTAL							

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

TABLE 10: AIR FREIGHT FOB							
AOL	AOD	CARGO TYPE	AIR FREIGHT 301-500KG	FOB CHARGES PER KG	CUSTOMS CLEARANCE AND DOCUMENTATION	TRANSPORT AND WAREHOUSE DELIVERY	TOTAL
SRILANKA- COLOMBO	MLE	General Cargo					
		DG Cargo					
THAILAND- BKK	MLE	General Cargo					
		DG Cargo					
SINGAPORE	MLE	General Cargo					
		DG Cargo					
CHINA GUANGZHOU	MLE	General Cargo					
		DG Cargo					
SLOVAKIA- BRATISLAVA	MLE	General Cargo					
		DG Cargo					
INDIA- MUMBAI,THRIVANTHAPURAM,CHENNAI, BANGALORE	MLE	General Cargo					
		DG Cargo					
NORWAY- OSLO	MLE	General Cargo					
		DG Cargo					
MALAYSIA – KUALA LUMPUR	MLE	General Cargo					
		DG Cargo					
UAE- DUBAI	MLE	General Cargo					
		DG Cargo					
TOTAL							

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

TABLE 11: AIR FREIGHT FOB							
AOL	AOD	CARGO TYPE	AIR FREIGHT 501-1000 KG	FOB CHARGES PER KG	CUSTOMS CLEARANCE AND DOCUMENTATION	TRANSPORT AND WAREHOUSE DELIVERY	TOTAL
SRILANKA- COLOMBO	MLE	General Cargo					
		DG Cargo					
THAILAND- BKK	MLE	General Cargo					
		DG Cargo					
SINGAPORE	MLE	General Cargo					
		DG Cargo					
CHINA GUANGZHOU	MLE	General Cargo					
		DG Cargo					
SLOVAKIA- BRATISLAVA	MLE	General Cargo					
		DG Cargo					
INDIA- MUMBAI,THRIVANTHAPURAM,CHENNAI, BANGALORE	MLE	General Cargo					
		DG Cargo					
NORWAY- OSLO	MLE	General Cargo					
		DG Cargo					
MALAYSIA – KUALA LUMPUR	MLE	General Cargo					
		DG Cargo					
UAE- DUBAI	MLE	General Cargo					
		DG Cargo					
TOTAL							

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

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:

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

- (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
 - (d) I/ We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
 8. I/ We declare that we/ any Member of the Consortium / Joint-Venture, or our/ its Associates are not a member of a/ any other Consortium submitting a Bid for the Project.
 9. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 11. I/ We further certify that no investigation by a regulatory Employer is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
 12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 13. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Maldivian Gas Pvt Ltd in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
 14. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft to me/us [prior / after] to the Bid Due Date.
 15. I/ We have studied all the Bidding Documents/RFP carefully. We understand that except to the extent as expressly set forth in the Subsequent Agreement/s, we shall have no claim, right or title arising out of any documents or information provided to us by the Maldivian Gas Pvt Ltd or in respect of any matter arising out of or relating to the Bidding Process including the award.

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

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.

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

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

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 Maldivian 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, 2022

For.....

(Signature, name, designation and stamp)

Witnesses:

1.

MALDIVIAN GAS PRIVATE LIMITED

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

2.

Accepted

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

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 information identifying the contract between the Applicant and Beneficiary on which the guarantee is based]*

The Beneficiary (the "Employer"): _____ *[insert name and address of the Beneficiary]*

We have been informed that _____ *[insert name and address of the Contractor]* (hereinafter called the "Applicant") is your Contractor under such Contract, which require him/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 Maldivian 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 revision, published as number 758 by the International Chamber of Commerce.

Signed by:

Name: _____, its _____ and authorised official.

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

Date:

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

Annexure V – Tender Submission Checklist

The checklist is to be used to ensure that you have provided all the documentation required for this tender.

Please Tick ✓ the boxes provided

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.

Request for Proposal - the work / services of handling and execution of the freight, customs clearance duties related work

Please Ensure that;

- Language of document shall be English or Dhivehi.
- Proposals (All the Pages in the Bid Document) of the offer are signed by the tenderer or his duly authorized agent.

Name: _____

Sign: _____

Date: _____

Note: Signature / Stamp on all pages of the proposal.