

INVITATION FOR PROPOSALS

“Lease of a Shop (Unit 2) for Operation, at Hoarafushi Airport”

IFP no: RACL/IUL(PROC)/2022/35

Issued on: August 18, 2022



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Section 1 . Letter of Invitation

Regional Airports Company Limited (RACL) hereby invites you to submit a proposal to this Invitation for Proposals (IFP) for the **“Lease of a shop (unit 2) for Operation, at Hoarafushi Airport”**.

This IFP includes the following documents;

- Section 1: Letter of Invitation
- Section 2: Instruction to Proponents
- Section 3: Proposal Data Sheet (PDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements
- Section 6: Returnable Forms
 - Form A: Proposal Submission Form
 - Form B: Proposed lease
 - Form C: Proposal Securing Declaration

If you are interested in submitting a Proposal in response to this IFP, please prepare your proposal in accordance with the requirements and procedure as set out in this IFP and submit it by the Deadline for Submission of proposals set out in Proposal Data Sheet.

RACL looks forward to receiving your Proposal and thank you in advance for your interest in RACL procurement opportunities.

Issued by:



Name: Abdulla Mizan

Title: General Manager, Procurement

Date: August 18, 2022



Section 2: Instructions to Proponents

A. GENERAL PROVISIONS			
1.	Scope of Proposal	1.1	<p>Regional Airports Company Limited wishes to invite proposals from interested and eligible proponents for “Lease of a shop (Unit 2) for Operation at Hoarafushi Airport</p> <p>The selected party (lessee) will be responsible for the operation of the shop for a duration of 5 years.</p> <p>The total area of the shop is 106sqft (Map of the shop is attached in the Annex 1)</p>
		1.2	Throughout this IFP:
		a)	the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax)
		b)	“Day” means calendar day.
2.	Fraud and Corruption	2.1	<p>RACL requires that staff, as well as proponents/suppliers/contractors, observe the highest standard of ethics during this procurement. In pursuance of this policy, RACL defines</p> <ul style="list-style-type: none"> • “Corrupt practice” as the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and • “Fraudulent practice” as misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of RACL and includes collusive practice among proponents (prior to or after proposal submission) designed to establish proposal prices at artificial noncompetitive levels and to deprive RACL of the benefits of free and open competition.
		2.2	In pursuance of this policy, RACL:

			a)	Will reject a proposal if it determines that the proponent has engaged in corrupt or fraudulent practices in competing for the contract in question.
			b)	Will declare a proponent ineligible , either indefinitely or for a stated period of time, to be awarded a contract (from RACL) if it at any time determines that the proponent has engaged in corrupt or fraudulent practices in competing for, or in executing, a RACL contract.
3.	Eligibility	3.1	This Invitation for Proposals is open to sole proprietorships, partnerships and companies (local and foreign).	
		3.2	A Proponent should not be suspended, debarred or otherwise identified as ineligible by a state institution . Proponents are required to disclose to RACL whether they are subject to any sanction or suspension imposed by a state institution.	
4	Conflict of Interest	4.1	A Proponent shall not have a conflict of interest . Any Proponent found to have a conflict of interest shall be disqualified. A proponent is found to have a conflict of interest for the purpose of this Process if the Proponent;	
			a)	Directly or indirectly controls another proponent, or is controlled by or is under common control with another Proponent; or
			b)	Has a relationship with another Proponent, directly or through common third parties, that puts it in a position to influence the Proposal of another Proponent, or influence the decisions of the Purchaser regarding this process; or
			c)	Or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Proposal; or
			d)	Or any of its affiliates has been hired (or is proposed to be hired) by RACL for the Contract implementation; or
			e)	Has a close business or family relationship with a staff of RACL who;

				<p>(i) are directly or indirectly involved in the preparation of the request for proposal or specifications of the Contract, and/or the Proposal evaluation process of such Contract;</p> <p>(ii) would be involved in the implementation or supervision of such Contract.</p> <p>(iii) is a senior management staff of RACL.</p>
		4.2	A firm that is a Proponent shall not participate in more than one Proposal. This includes participation as a subcontractor. Such participation shall result in the disqualification of the Proposal.	
B. PREPARATION OF PROPOSALS				
5.	Cost of Preparation of Proposals	5.1	The Proponent shall bear all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal is selected or not. RACL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.	
6.	Language	6.1	The Proposal, as well as any and all related correspondence exchanged by the Proponent and RACL, shall be written in the language(s) specified in the PDS.	
7.	Documents Comprising the Proposal	7.1	The Proposal shall comprise of the following documents and related forms.	
		a)	Standard documents	
		1.	Company background/profile	
		3.	Certificate of Business registration	
		4.	GST registration certificate	
		5.	Tax clearance report (past six months)	
		b)	Proposal submission Form (Form A)	
		c)	Proposed Lease (Form B)	
		d)	Proposal Securing Declaration (Form C)	
		e)	Business Proposal ((Refer clause 8 of this IFP)	

8.	Documents establishing the technical capability of the business proposal	8.1	<p>Business Proposal: The business proposal submitted by the proponents shall be in consistent with the schedule of requirement of this IFP & at minimum, the business proposal shall include the following:</p> <ul style="list-style-type: none"> a) Management/Operational Plan b) Proposed Lease (Monthly/Yearly/ total for 5- year period) 	
9.	Currency	9.1	All prices shall be quoted in the currency or currencies indicated in the PDS. If prices are quoted in a currency not specified in the PDS, the Proposal shall be rejected .	
10.	Only One Proposal	10.1	The Proponent shall submit only one Proposal.	
		10.2	Proposals submitted by two (2) or more Proponents shall all be rejected if they are found to have any of the following:	
			a)	they have at least one controlling partner, director or shareholder in common; or
			b)	they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of another Proponent regarding this IFP process;
c)	they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proponent;			
11.	Proposal Validity Period	11.1	Proposals shall remain valid for the period specified in the PDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period shall be rejected by RACL and rendered non-responsive.	
12.	Extension of Proposal Validity Period	12.1	In exceptional circumstances, prior to the expiration of the Proposal validity period, RACL may request Proponents to extend the period of validity of their Proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal.	
		12.2	If the Proponent agrees to extend the validity of its Proposal, it shall be done without any change to the original Proposal.	

		12.3	The Proponent has the right to refuse to extend the validity of its Proposal, in which case, the Proposal shall not be further evaluated.
13.	Clarification of IFP	13.1	Proponents may request clarifications on any of the IFP documents no later than the date indicated in the PDS. Any request for clarification must be sent in writing in the manner indicated in the PDS. If inquiries are sent other than specified channel, even if they are sent to a RACL staff member, RACL shall have no obligation to respond or confirm that the query was officially received.
		13.2	RACL will provide the responses to clarifications through the method specified in the PDS.
		13.3	RACL shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of RACL to extend the submission date of the Proposals, unless RACL deems that such an extension is justified and necessary.
14.	Amendment of Proposals	14.1	At any time prior to the deadline of Proposal submission, RACL may for any reason, modify the IFP in the form of an amendment to the IFP. Amendments will be made available to all prospective proponents.
		14.2	If the amendment is substantial, RACL may extend the Deadline for submission of Proposal to give the Proponents reasonable time to incorporate the amendment into their Proposals.
15.	Pre-Proposal Meeting	15.1	When appropriate, a pre-proposal conference will be conducted at the date, time and location specified in the PDS. All Proponents are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proponent. No verbal statement made during the conference shall modify the terms and conditions of the IFP, unless specifically incorporated in the Minutes of the Proponent's Conference or issued/posted as an amendment to IFP.

C. SUBMISSION AND OPENING OF PROPOSALS

16.	Submission	16.1	The Proponent shall submit a signed and complete Proposal comprising the documents and forms in accordance with the requirements of the PDS. The Proposal shall be delivered using the method specified in the PDS.	
		16.2	The Proposal shall be signed by the Proponent or person(s) duly authorized to commit the Proponent. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proponent, or a Power of Attorney, accompanying the Proposal.	
17.	Hard Copy	17.1	Hard copy (manual) submission shall be governed as follows	
		a)	The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the PDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.	
		b)	All the pages of the Original Proposal and Copies of the proposal must be bound together and all pages must contain the page number and the stamp of the proponent.	
		c)	Proposals shall be sealed in an envelope, which shall:	
		i.	Bear the name of the Proponent;	
		ii.	Bear the name of the Proposal.	
		If the envelope with the Proposal is not sealed and marked as required, RACL shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.		
18.	Deadline for Submission of Proposals and Late Proposals	18.1	Complete Proposals must be received by RACL in the manner, and no later than the date and time, specified in the PDS. RACL shall only recognize the actual date and time that the proposal was received by RACL.	
		18.2	RACL shall reject any Proposal that is received after the deadline for the submission of Proposals.	

19.	Proposal Opening	19.1	RACL will open the Proposal in the presence of an ad-hoc committee formed by RACL of at least two (2) members.
		19.2	The Proponents' names, prices and any other information that RACL deems relevant will be announced at the proposal opening.
		19.3	No Proposal shall be rejected at the proposal opening stage, except for late submissions, in which case, the Proposal shall be returned unopened to the Proponents.
D. EVALUATION AND COMPARISON OF PROPOSALS			
20.	Confidentiality	20.1	Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proponents or any other persons not officially concerned with the process, even after publication of the contract award.
		20.2	Any effort by a Proponent or anyone on behalf of the Proponent to influence RACL in the examination, evaluation and comparison of the Proposals or contract award decisions may, result in the rejection of its Proposal and may subsequently be subject to the application of RACL's vendor sanctions procedures.
21.	Evaluation of Proposals	21.1	RACL will conduct the evaluation solely on the basis of the Proposals received.
		21.2	Evaluation of Proposals shall be carried out according to the criteria provided in Section 4. (Evaluation Criteria).
22.	Due Diligence	22.1	RACL reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Proponent. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:
		a)	Verification of accuracy, correctness and authenticity of information provided by the Proponent;
		b)	Validation of extent of compliance to the IFP requirements and evaluation criteria based on what has so far been found by the evaluation team;

			c)	Inquiry and reference checking with Government entities with jurisdiction on the Proponent, or with previous clients, or any other entity that may have done business with the Proponent;
			d)	Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
			e)	Other means that RACL may deem appropriate, at any stage within the selection process, prior to awarding the contract.
23.	Clarification of Proposals	23.1		To assist in the examination, evaluation and comparison of Proposals, RACL may, at its discretion, request any Proponent for a clarification of its Proposal. This includes asking for a demonstration of the products/services proposed by the proponent.
		23.2		RACL's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by RACL in the evaluation of the Proposals, in accordance with the IFP.
		23.3		Any unsolicited clarification submitted by a Proponent in respect to its Proposal, which is not a response to a request by RACL, shall not be considered during the review and evaluation of the Proposals.
24.	Responsiveness of Proposals	24.1		RACL's determination of a Proposal's responsiveness will be based on the contents of the proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, specifications and other requirements of the IFP without material deviation, reservation, or omission.
		24.2		If a proposal is not substantially responsive, it shall be rejected by RACL and may not subsequently be made responsive by the Proponent by correction of the material deviation, reservation, or omission

25.	Nonconformities, Reparable Errors and Omissions	25.1	Provided that a Proposal is substantially responsive, RACL may waive any non-conformities or omissions in the Proposal that, in the opinion of RACL, do not constitute a material deviation.	
		25.2	RACL may request the Proponent to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proponent to comply with the request may result in the rejection of its Proposal.	
		25.3	For the proposals that have passed the preliminary examination, RACL shall check and correct arithmetical errors as follows:	
			a)	if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of RACL there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
			b)	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
c)	if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.			
25.4	If the Proponent does not accept the correction of errors made by RACL, its Proposal shall be rejected.			

E. AWARD OF CONTRACT

26.	Right to Accept, Reject, Any or All Proposals	26.1	RACL reserves the right to accept or reject any proposal, to render any or all of the proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring
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			any liability, or obligation to inform the affected Proponent(s) of the grounds for RACL's action. RACL shall not be obliged to award the contract to the lowest priced offer.
27.	Award Criteria	27.1	Prior to expiration of the period of Proposal validity, RACL shall award the contract to the qualified and eligible Proponent that is found to be responsive to the Schedule of Requirements and Technical Specification and has offered the lowest price.
28.	Contract Signature	28.1	Within five (5) days from the date of receipt of the Contract, the successful Proponent shall sign and date the Contract and return it to RACL. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, RACL may award the Contract to the Second highest rated or call for new Proposals.
29.	Performance Security	29.1	A performance security, if required in the PDS, shall be provided in the amount specified in PDS within 5 days from signing of the contract. Where a performance security is required, the receipt of the performance security by RACL shall be a condition for rendering the contract effective.
30.	Liquidated Damages	30.1	If specified in the PDS, RACL shall apply Liquidated Damages for the damages and/or risks caused to RACL resulting from the Contractor's delays or breach of its obligations as per Contract.

Section 3. Proposal Data Sheet

BDS No.	Reference to Section 2.	Data	Specific Instructions/Requirements
1	6	Language of the Proposal	English
2	11	Proposal Validity Period	90 days
3		Bid Security	Not required
4	30	Liquidated Damages	The Lessee shall pay the rent due with a penalty charge at the rate of 0.05% of the rent per day from the due date onwards until the date of payment.
5	29	Performance Security	Not required
6		Registration	Not required
7	15	Pre-Proposal Meeting	Not required
8	9	Currency of Proposal	Maldivian Rufiyaa
9	13	Deadline for submitting requests for clarifications/questions	Date: August 18 th , 2022- August 28 th , 2022 Time: 14:00 hrs.
10		Site Inspection	Site Inspection would be open from August 18 th , 2022, until closing of Inquiry period
11	13	Contact Details for submitting clarifications/questions	Abdulla Mizan General Manager, Procurement tender@airports.mv
12	13,14	Manner of disseminating supplemental information to the IFP and response/clarifications to queries	Will be emailed to the proponents
13	18	Deadline for Submission	Date: September 8 th , 2022 Time: 14:00 hrs.
14	16,17	Manner of Submitting Proposals	1 hard copy
15	16,18	Proposal Submission Address	Regional Airports Company Ltd 6 th Floor, H.Suez Ameer Ahmed Magu Male, Maldives
16	19	Date, time and venue for the opening of proposal	Date: September 8 st , 2022 Time: 14:00 hrs Venue: Regional Airports Company Ltd 6 th Floor, H.Suez Ameer Ahmed Magu, Male, Maldives
17	21	Evaluation Method for the Award of Contract	As per the criteria mentioned in Section 4. Evaluation Criteria
18	1	Duration of the lease/contract	5 years

Section 4. Evaluation Criteria

1. Preliminary Examination Criteria

Proposals will be examined to determine whether the documents mentioned in Section 2, Clause 7: Documents Comprising the Proposal have been fully completed and submitted. **Failure to fully complete and submit any of the documents in section 2, clause 7 Documents Comprising the Proposal, will make the proposal unresponsive and the proposal will be rejected.**

2. Eligibility Criteria

Eligibility will be evaluated on a Pass/Fail basis. **Failure to pass any of the below criterion will make the proponent ineligible and the proposal will be rejected.**

Subject	Criteria	Document Requirement	Submission
Eligibility	Proponent is not suspended, debarred or otherwise identified as non-eligible by the Government of Maldives or any other state institution.	Form A: Proposal Submission Form	Proposal
Conflict of Interest	No conflict of interest in accordance with IFP 4.	Form A: Proposal Submission Form	Proposal

3. Technical evaluation

Technical evaluation will be based on the **business proposal** submitted by the proponents: Section 2, clause 8 of this IFP.

The business proposals shall address/adhere to the guidelines provided in section 5 (schedule of requirements of this IFP).

Technical evaluation would be done based on pass or fail basis.

4. Financial Evaluation

Subject	Criteria	Document Requirement	Submission
Financial Evaluation	Highest lease value proposed for the five-year period shall receive the highest marks. Remaining competent proposals shall receive marks on a pro-rata basis.	Form B: Proposed Lease	

Section 5. Schedule of Requirements

5.1 Terms & Conditions of the Lease		
5.1.1	Setting up the shop	
	a)	A maximum duration of 1 month will be given for the setup of the shop. Rent shall not be levied during this period. Rent will be effective from 2 nd month onwards.
5.1.2	Operational Guideline	
	a)	The selected party (Lessee) will be responsible for the operation of the facility
	b)	Operator have to take respective licenses required to operate the facility
	c)	Operator should follow any regulation imposed by economic ministry regarding the operation of business in the Maldives
5.1.3	Utilities	
	a)	Utility charges are borne by the Lessee or will be charged separately
5.1.4	Promotional Activities	
	a)	All racks and display materials must be kept inside the shop and within given area

Section 6. Returnable Forms

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Proposal Forms in accordance with the instructions in the forms and return them as part of your proposal submission. **No alteration to format of forms shall be permitted and no substitution shall be accepted. Any alteration to these forms will lead to rejection of the proposal.**

Have you duly completed all the Returnable Forms?	Please tick (to be filled by the proponent)	Reference to page number in Proposal (to be filled by the proponent)
Form A: Proposal Submission Form		
Form B: Proposed Lease		
Form C: Proposal Securing Declaration		

FORM A: PROPOSAL SUBMISSION FORM

Name of Proponent	
Registration No	
Registered Address	
Proponent's Authorized Representative Information	Name:
	Title:
	Contact numbers:
	Email:
Contact Person that RACL may contact for requests for clarifications during Proposal Evaluation	Name:
	Title:
	Contact numbers:
	Email:

We, the undersigned, offer to lease and operate a shop in Hoarafushi Airport in accordance with your Invitation to Proposal No. **[Insert IFP Reference Number]** and our Proposal. We hereby submit our Proposal.

I/We, hereby declare that I/we have checked or otherwise verified the suitability of the space for the purpose for which the space is tendered.

I/We undertake, if our Proposal is accepted, to start the operation of a shop on the (space provided) in accordance with the relevant laws and regulations within a maximum of 1 (One) month from the date of signing the Lease Agreement.

I/We agree to abide by this Proposal for a period of 90 (Ninety) calendar days from the Proposal Opening Date under IFB Clause 12.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby declare that our firm,

- a) has not been suspended, debarred, sanctioned or otherwise identified as ineligible by any state institution in the Republic of Maldives.
- b) have no conflict of interest in accordance with IFP clause 4.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by RACL.

Our Proposal shall be valid and remain binding upon us for the period specified in the Proposal Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by *[Insert Name of Proponent]* to sign this Proposal and bind it should RACL accept this Proposal.

Name:

Title:

Date:

Signature:

Corporate seal:

FORM B: PROPOSED LEASE

Year	Monthly rent (in MVR)	Annual rent (in MVR)
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

Total rent for the 5-year period (in MVR)	
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Note:

The monthly rentals proposed by the proponents for each year may vary. Where the rental amount varies, this shall be clearly specified in the business proposals as well as in the proposed lease (Form B).

FORM C: PROPOSAL SECURING DECLARATION

Date:	[insert as day/month/year]
Invitation to Proposal Number:	[insert number]
To: Regional Airports Company Limited	
We, the undersigned, declare that:	
We understand that, according to your conditions, Proposals must be supported by a Proposal-Securing Declaration.	
We accept that we will automatically be suspended from being eligible for submitting proposals in any contract with Regional Airports Company Limited for the period of time of 1 year starting on the date that we receive a notification from Regional Airports Company Limited, if we are in breach of our obligations under the proposal conditions, because we	
(a) have withdrawn our Proposal during the period of proposal validity specified in the Letter of Proposal; or	
(b) having been notified of the acceptance of our Proposal by Regional Airports Company Limited during the period of proposal validity,	
(i) fail or refuse to execute the Contract, if required; or	
(ii) fail or refuse to furnish the Performance Security, in accordance with the IFP.	
We understand that this Proposal-Securing Declaration shall expire if we are not the successful Proponent, upon the earlier of (i) our receipt of your notification to us of the name of the successful Proponent; or (ii) 28 days after the expiration of our Proposal.	
Signed:	[insert signature of person whose name and capacity are shown]
In the Capacity of:	[insert legal capacity of person signing the Proposal-Securing Declaration]
Name:	[insert name of person signing the Proposal-Securing Declaration]
Duly authorized to sign the proposal for and on behalf of:	[insert complete name of the Proponent]
Date:	day of, [insert date of signing]
Corporate Seal:	

Annex 1: Shop location/map



- 1** SHOP 1 - 125 sq.ft
- 2** SHOP 2 - 106 sq.ft

