

MALDIVE GAS PRIVATE LIMITED



LPG STATION FILLING HALL GROUND SLAB. GDH.THINADHOO

REQUEST FOR PROPOSAL

REF NO: MGPL-I/PD/2022/22

18th September 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

Maldivian Gas Private Limited (MGPL) invites to well-qualified business entities (Local/International) engaged in construction services to provide proposals to construct filling hall ground slab for MGPL's Thinadhoo LPG station, as per the terms and conditions provided in this Document.

2. Background

Maldivian 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 Maldivian 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 03rd October 2022, 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.
- 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 endeavor to adhere to the following schedule:

Event Description	Date
2 Last date for receiving queries	28 September 2022, 10:00hrs
3 Authority response to queries latest by	01 October 2022, 10:00hrs
4 Bid due date	03 October 2022, 10:00hrs
5 Validity of Bids	30 days of bid due date

Pre bid Meeting

Venue: MGPL Head Office

Time: 10:00 hrs

Date: 26th September 2022, 10:00hrs

4. Scope

Location of the Works

The site for the works proposed under this contract is the Island of Gdh.Thinadhoo

Description of the Works.

The contract work constitutes the following:

- a. Site clearing prior to work.
- b. Concrete works as per the drawings and BOQ.
- c. Masonry & plastering as per the drawings and BOQ.
- d. Site cleaning upon completion of work.
- e. Provide As-Built Drawings & supporting technical specification document upon completion.

5. 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.

6. Clarification of Bid Documents

A prospective bidder requiring any clarification of the Bid Documents may notify MGPL in writing to the mailing address procurement@maldivegas.com. MGPL will respond in writing to any request for clarification sent to **procurement@maldivegas.com ONLY**

7. 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)	80
Experience	20
Total	100

8. Eligible Bidders

This invitation to bid is selective tendering meeting all the following requirements:

- a. The bidder shall not be affiliated with a firm or entity

Mandatory Documents

- a) Bidder Must Submit Past Experience Letters relating to the scope of work mentioned in this RFP. Experience of the bidder will be measured with the similar nature of services completed within the last 5 (Five) years. 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. Reference letters in the name of individual members/consultants will not be considered as a bidders' experience.

9. Financial proposal

1. Payment upon completion of the work.
2. Once the contractor is able to bring all the required materials to the site, an advance payment of specific percentage from the total value to be paid to the contractor.
3. **FINANCIAL PROPOSAL NAD PERFORMANCE BOND**
4. Bid currency should be in Maldivian Rufiyaa (MVR) only.
5. In case if any consistency exists in total figure of BOQ and details of the BOQ, the sum of details of the BOQ shall be taken into consideration.
6. Payment shall be made upon completion of the work in satisfaction of MGPL upon inspection by MGPL or its appointed Representative. If the Invoice has any issue or discrepancies, MGPL shall inform the Bidder / Contractor in writing to rectify the Invoice and payment shall only have made upon rectification of such invoices.
7. Bidder shall be responsible for all applicable taxes and any regulatory fees / charges in relation to Work. 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.
8. The selected bidder shall submit a performance guarantee equivalent to 20% of the awarded price at the time of signing the Subsequent Agreement. If the selected Bidder fails to submit the performance guarantee, MGPL may at its discretion cancel the LOA and award the project to next highest Bidder.
9. 5% of the project value shall be held as Retention Payment.
10. The delay damages for the work / service is 1% (One percent) per day. The maximum amount of delay damages for the whole of the works / services is 15% (fifteen percent) of the assigned work / services respectively.

10. Instructions to Bidders.

1. Unless the context otherwise required or expressed, the terms not defined in this RFP shall have the meaning assigned thereto in this RFP.
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.
3. Language of document shall be English.
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.
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.
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.
 7. Agreement shall be drawn with the selected bidder and this document with all terms and conditions shall form part of the Subsequent Agreement.
 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.
 9. Deadline for submission of Proposal may be extended at the discretion of MGPL.
 10. Proposal submitted after deadline shall be rejected.
 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.
 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 / LPG station Filling Hall Ground Slab
Construction, GDH. Thinadhoo Site]
(MALDIVE GAS PRIVATE LIMITED)
DO NOT OPEN BEFORE 03rd October 2022, 10:00 hrs
(Name of the Bidder)**

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.
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
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.
16. Proposal will be opened at the presence of the bidders who choose to attend
17. The Letter of Award Notification (LOA) shall be sent to the Selected Bidder within the validity date of the Bidding process.
18. MGPL will review each bid and perform a detailed evaluation based on the evaluation criteria described in this RFP document.
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.
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.
21. Any and all travel and accommodation expenses related to this tender shall be arranged and

- paid by the Bidder.
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.
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.
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.
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.
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.
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.
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.
 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.
 30. 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

11. 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.

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

MALDIVE GAS PRIVATE LIMITED

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 II - Letter Comprising the Proposal

Dated:

To,
[Name]
Procurement Department,
Maldivian Gas Pvt Ltd

Sub: LPG station Filling hall ground slab Work, Gdh. Thinadhoo Site

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
 - (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.
 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 Authorized signatory)

Place: Name and seal of Bidder

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 authorize 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, 2022

For.....

(Signature, name, designation and stamp)

Witnesses:

- 1.
- 2.

Accepted

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

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

Required Documents

- 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).
- Letter comprising the bid (as per the format provided in Annexure III)
- Power of Attorney (As per the format provided in Annex IV)
- This tender submission checklist, completed, signed, stamped and dated.

Please Ensure that;

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

Name: _____

Signature: _____

Date:

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