

INVITATION TO SUBMIT PROPOSALS

Construction of STO Electronics Showroom Office



06th April 2017

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 State Trading Organization (the “STO”) 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. The STO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The STO, 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.

The STO 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. The STO 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 STO or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the STO 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

State Trading Organization PLC (STO) invites parties for Construction of STO Electronic Showroom at Umar Shopping Arcade.

2. BACKGROUND

State Trading Organization Plc. (the “STO”), Head Office in the capital city of Maldives, Male’, began operations in the year 1964 as a state- trader with the initial intent to have a central purchasing organization to raise living standards and encourage development in the country. Over the years STO has evolved from being a sole importer operating as a monopoly to a public listed company operating in a very dynamic and competitive environment.

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 ‘STO’ means the State Trading Organization Plc, which expression shall unless excluded by or repugnant to the context include STO’s representative.
- 3.2 ‘STO’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 STO.
- 3.3 ‘Contractor’ means the word “contractor” referred in this document shall be a person/firm/company or organization engaged in rendering professional services & shall include all his associates.
- 3.4 ‘Bid Due Date’ means 19th April 2017, 1500 hours or date extended according to the process stated herein.
- 3.5 ‘Bid Stage’ means the period between the date of this RFP and Bid Due Date.
- 3.6 ‘LOA’ means Letter of Award notification.
- 3.7 ‘Member or Associate’ means shareholder/s of the Bidder or a partner in business.
- 3.8 ‘Subsequent Agreements’ means one or more agreements, deed, instruments executed between STO and Selected Bidder pursuant to the Project.

4. SCHEDULE OF BIDDING PROCESS

State Trading Organization shall endeavour to adhere to the following schedule:

Event Description	Date
4.1 Last date for receiving queries	13 th April 2017, before 1000hrs
4.2 Authority response to queries latest by	13 th April 2017
4.3 Bid Due date	19 th April 2017, 1500hrs
4.4 Validity of Bids	45 days of bid due date

5. PRE-BID CONFERENCE

The date, time and venue of the Pre-Bid Meeting Shall be:

Date: 12th April 2017

Time: 1500hrs

Venue: STO Head Office

6. SCOPE

6.1 Construction of STO Electronic showroom at Umar Shopping Arcade as per the attached Drawing and BOQ (Annexure-1)

6.1. Additional Service

6.1.1. Additional Services – Additional services will include redesign of previously approved work where necessary, major revisions, which the Employer and Contractor had agreed upon, to program and expansion of scope of work beyond the itemized in the service agreement. Delay or acceleration of the project schedule may be considered an additional service costs, payment terms and time period of additional services shall be negotiated between STO and the Contractor.

7. 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 or Dhivehi.
- 7.4 Bid currency should be in Maldivian Rufiyaa (MVR).
- 7.5 Proposed duration must not exceed 75 days.
- 7.6 Each Bidder must submit only one proposal by itself. A Bidder who submits or participates in more than one proposal will be disqualified. If STO 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.
- 7.7 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.
- 7.8 **The Annexure-2 shall be typed or written in indelible ink and signed by authorized signatories. Any change should be initialled.**
- 7.9 Work once awarded cannot be outsourced.
- 7.10 At any time prior to the Bid Due Date, STO 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, STO may, in its sole discretion, extend the Bid Due Date.
- 7.11 Agreement shall be drawn with the selected bidder and this document with all terms and conditions shall form part of the Subsequent Agreement.
- 7.12 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.
- 7.13 Deadline for submission of Proposal may be extended at the discretion of STO.

- 7.14 If Contractor fails to complete on the agreed date or fails to deliver within the stipulated time period, 0.5% of the contract value will be deducted for each and every day between the agreed date and actual date of completion. If late fine exceeds 10%, contract will be forfeited and the Contractor will not be allowed to participate in future tenders as well. In addition, Employer may cancel the contract.
- 7.15 The Performance Security shall be 10% (Ten Percent) of the Contract value and should be submitted by the contractor within 15 Days from Award Notification (LOA).
- 7.16 Proposal submitted after deadline shall be rejected.
- 7.17 Bids received by STO after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 7.18 Documents may also be couriered and notified through email, and shall be sealed and Proposal Envelopes shall bear the following Identification

Construction of Electronics Showroom at Umar Shopping Arcade

(State Trading Organization Plc)

DO NOT OPEN BEFORE 19th April 2017, 1500hrs

(Name of the Bidder)

- 7.19 If the envelope is not sealed and marked as above, STO will assume no responsibility for the misplacement or premature opening of the proposal
- 7.20 Any condition or qualification or any other stipulation contained in the bid shall render the Bid liable to rejection as a non-responsive Bid
- 7.21 The Bidder should submit a Power of Attorney as per the format in Annexure 3 authorizing the signatory of the bid to commit the bidder
- 7.22 Proposal will be opened at the presence of the bidders who choose to attend
- 7.23 The Letter of Award notification (LOA) shall be sent to the Selected Bidder within the validity date of the Bidding process.
- 7.24 STO will review each Bid and perform a detailed evaluation based on the evaluation criteria described in this RFP document.
- 7.25 STO 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.

- 7.26 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, STO reserves the right to negotiate and reject such bids.
- 7.27 Any and all travel and accommodation expenses related to this tender shall be arranged and paid by the Bidder.
- 7.28 STO reserves the right to reject proposals from Blacklisted Customers and Legal Customers, including the Default Customers/Parties and it shall extend to Subsidiaries of STO as well.
- 7.29 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. STO 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 State trading organization plc. confidential information
 - Vendor participates in bidding/ Negotiations, wins the contract but subsequently does not execute the work.
 - Repetitive Quality issues in Supplies / Services
 - Extreme delays in deliveries or execution of services
 - Vendor's repetitive delays getting into contractual agreement with STO after winning a contract.
 - Other violations of responsible business practices
 - Any other criteria as STO may deem appropriate in the interest of the organization or government in compliance with company policies and Laws of Republic of Maldives.
- 7.30 Bidders must not be a Blacklisted / Default/ Legal Customer of State Trading Organization Plc or any subsidiaries of State Trading Organization Plc.
- 7.31 STO 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 STO, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or

- lack of such verification, by STO shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of STO thereunder.
- 7.32 Bids shall be deemed to be under consideration immediately after they are opened and until such time STO 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, STO and/ or their employees/ representatives on matters related to the Bids under consideration.
- 7.33 A Bidder shall 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, STO 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 STO and not by way of penalty for, *inter alia*, the time, cost and effort of STO, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to STO under the Bidding Documents or otherwise.
- 7.34 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 STO has its head office shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.35 To assist in the examination of responsiveness, evaluation, and comparison of bids, STO may, at STO’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.

8. REQUIRED DOCUMENTS.

Documents or Information listed in this section are mandatory for the proposal to be valid. STO 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.

- 8.1 Copy of Company/Sole Proprietorship Registration Certificate
- 8.2 Copy of Company GST/MIRA registration certificate
- 8.3 Copy of most recent Memorandum of Association
- 8.4 Shareholders National ID Card copies/Passport copies of foreigners
- 8.5 Filled, Signed and Stamped BOQ (as per the format provided in Annexure-1)
- 8.6 Experience as per the clause 10.5
- 8.7 Threatened litigations against the bidder (must disclose if there are any)
- 8.8 Letter comprising the bid (as per the format provided in Annexure-2)
- 8.9 Power of Attorney (As per the format provided in Annexure- 3)

9. EVALUATION CRITERIA AS FOLLOWS.

Criteria	Marks
Proposed Price	80
Experience	20

10. EVALUATION GUIDELINES

- 10.1 STO will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP.
- 10.2 Prior to evaluation of Bids, STO 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)**
Lowest price offered would achieve the highest. Higher Proposal will receive lesser marks in proportion to the lowest quoted.

10.5 Experience of the bidder (20 marks)

Experience of the bidder will be validated only by reference letters issued to the bidder by the respective client.

- a) Reference letter/Materials received ONLY in the name of the Companies/Government Entities/Institutions/Commission etc (any legal or government entity) will be considered as experience of the bidder. Reference letters in the name of individual Members/Consultants will not be considered as a bidder's experience.
- b) 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 (five) 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.
- c) Marks for projects and experience will be tabulated as follows

Basis	Criteria	Marks
Projects of Similar Nature		
Project of similar in nature: Interior works of Commercial/office buildings with contract value over MVR 1,000,000.00	No.of Projects	20 Marks

11. SELECTION OF BIDDER

- 11.1. 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**").
- 11.2. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), STO 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**").

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

12. AWARD OF CONTRACT

12.1. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by STO to the Selected Bidder and the Selected Bidder shall, within 7 (seven) 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, STO may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

13. BID VALIDITY

The Bids shall remain valid for 45 (Forty Five) days after the deadline for date of bid submission.

14. SUBMISSION

14.1. Deadline for submission **19th April 2017, 1500hrs Maldives Time.**

14.2. Bidders shall submit the documents to STO Head Office before the deadline as per clause 7.18.

15. QUERIES & FEEDBACK

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

Ahmed Shimal
Manager
Procurement Department
State Trading Organization Plc
Boduthakurufaanu Magu,
Maafannu Male’ 20345 Maldives

Email: contracting@stomaldives.net.

16. 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 STO in relation to, or matters arising out of, or concerning the Bidding Process. STO 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. STO 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 STO or as may be required by law or in connection with any legal process.

Disclaimer:

Notwithstanding anything contained in this RFP, STO 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 STO rejects or annuls all the Bids, it may, in its discretion, invite all eligible Parties to submit fresh Bids hereunder.

Annexure -2 Letter Comprising the Proposal

Dated:

To,

Ahmed Shimal,

Procurement Department,

State Trading organization

Sub: Construction of STO Electronics Showroom

Dear Sir,

With reference to your RFP document dated 06th April 2017, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that State Trading Organization Plc 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 Construction of STO Electronics Showroom.
3. I/ We shall make available to the State Trading Organization Plc any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the State Trading Organization Plc 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 State Trading Organization Plc; 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 State Trading Organization Plc 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 Clause 2.16 of 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 STO 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 a Agreement in accordance with the draft that has been provided to me/us [prior / after] to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 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 STO 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 [45 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 3 - 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 State Trading Organization Plc (the "STO") 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 STO, representing us in all matters before the STO, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with STO 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 STO.

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, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

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