



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**LEASE AND OPERATION OF A RESTAURANT AT INTERNATIONAL  
DEPARTURE TERMINAL ALONG WITH TUCK SHOPS AT BOTH  
DOMESTIC AND INTERNATIONAL TERMINAL**

**OF**

**GAN INTERNATIONAL AIRPORT**

**ANNOUNCEMENT NUMBER: AIA-11/IL/2018/06**

**DATE: 20<sup>th</sup> March 2018**

**DEADLINE: 15<sup>th</sup> April 2018**

## **1. INTRODUCTION**

Addu International Airport Pvt Ltd is seeking parties to operate a Restaurant at International Departure Terminal along with a tuck shop at both international and domestic departure terminal at Gan International Airport for a period of 03 years. This request for proposal provides guidelines for submitting the proposal including details of requirements and cost responsibilities. This RFP also states the selection criteria.

### **1.1 Background**

Addu International Airport Pvt Ltd (AIA), with its registered business at Gan, Addu City, was formed in 2011, to undertake development and operation of Gan International Airport.

### **1.2 Schedule Of Bidding Process**

Announcement of Invitation for RFP	22 <sup>nd</sup> March 2018
Enquiries	22 <sup>nd</sup> March 2018 to 12 <sup>th</sup> April 2018
Submission of proposal	On or before 15 <sup>th</sup> April 2018, 14:00hrs
Opening proposal	15 <sup>th</sup> April 2018 14:00hrs

## **2. INSTRUCTION TO BIDDERS**

### **2.1 Information and General Conditions**

- a) Each bidder may submit only one proposal. Submitting more than one proposal will result in disqualification of all the proposals submitted by the Bidder.
- b) The Proposal shall be compiled in Dhivehi or English.
- c) Prices should be quoted in USD.
- d) The validity of the Bid shall be 60 days (02 months) from the date of bid opening.
- e) During the tenure of the lease, the Leased Property shall be used solely for the purposes specified.
- f) During the lease period of the agreement, Lessee shall not have the right to transfer the agreement to a third party. Such action may result in termination of the contract signed.
- g) No construction or modification of building or facilities other than those minimally necessary for separation of land plots will be allowed. The nominated party/organization shall be solely responsible for all costs associated with any such development or modification. Any such development or modification of minimal infrastructure shall be conducted after prior approval in writing by Addu International Airport Pvt Ltd to eliminate any dispute. Lessee shall submit drawings, plans and details of materials to be used while requesting for approval.

- h) If the Bidder requires additional storage facilities to warehouse the supplies of the Restaurant, AIA to provide lease storage space based on the availability, at an additional cost. Lease of such space shall be done separately and is not included in this Proposal.
- i) The Lessee shall acquire all the relevant licenses to operate their businesses and shall comply with the rules and regulation set forth by the Government of the Maldives.
- j) The Lessee shall also comply with the guidelines set out by relevant authorities and standards of the Food and Drugs authority as well as rules and regulations set forth by Aviation Security and other regulatory authorities including customs and immigration.
- k) The Bidder should provide, if a limited liability company, a Board Resolution authorizing the signatory of the Bid and related documents and subsequent agreements. If the Bidder is an individual business, then authorized signatory should be the owner or any other party authorized by the owner through POA.
- l) AIA reserves the right to change the Bid Document if a need arises and all such changes shall be communicated in writing to all registered Bidders and receipt of such notice shall be duly acknowledged by the Bidder.
- m) All costs and expenses relating to preparation of the Bid shall be borne by the Bidder. AIA is not responsible for reimbursing any such expenses incurred.
- n) The map and layout of the designated area for Restaurant is attached in Annex 1.

## **2.2 Period of Lease & Rent Rate**

- a) The properties leased shall include premises for restaurant and tuck shop within international departure terminal as well as small space to operate a tuck shop within domestic departure terminal. The property shall be leased for a maximum period of 03 Years. Properties shall be further leased after deliberation.
- b) The minimum monthly rent shall be USD1,000 (United States Dollar One Thousand). The rates shall be reviewed after one year.
- c) The Lessee shall also pay 15% of sales from operation of restaurant and shops to Lessor as revenue sharing fee. This payment could be paid monthly or bi-annually as agreed by both parties.
- d) Rates should be clearly written in numeric and in words. If there is any alteration or amendment of rates within the proposal, such alteration should be duly signed by the authorized signatory.
- e) The property shall be in operation within 06 months from the date of signing the lease agreement. The first month shall be Grace Period for which no rent will be charged.

### **2.3 Facilities and amenities provided**

- a) Electricity to all premises
- b) Water supply – well water (to restaurant)
- c) Network connection to all premises
- d) Common toilets outside the restaurant

Utility bills and thirty party bills shall be payable by the Lessee based on consumption.

### **2.4 Duties of the Lessee**

- a) The Lessee shall be responsible for utility expenses, duty or any other charges levied on the business.
- b) The Lessee shall provide the Lessor with access to POS software and any other accounting software to view audit trail of the restaurant and shop operation.
- c) The Lessee shall maintain the Lease Property clean at all times. All costs involved in disposal of waste shall be borne by the Lessee and waste disposal shall be in conformity with rules and regulation set forth by all relevant regulatory bodies.

### **2.5 Services to be provided**

- i) The Departure Terminal Restaurant shall only sell items that are permitted by the relevant regulatory bodies and no other items shall be sold from the restaurant.
- ii) The Departure Terminal Restaurant shall be able to cater for the different food and beverage requirements of the passenger and shall be able to provide different delicacies such as Asian, Continental or Ala Carte. The tuck shop at domestic terminal shall be open at all times (scheduled flight times). AIA shall submit a schedule of required minimum opening times for departure terminal restaurant and tuck shop. Failure to open the restaurant and shops as required by AIA shall result in termination of the contract.
- iii) The Lessee shall provide Point of Sale service. The Lessee shall also provide monthly sales report to the Lessor.
- iv) The Restaurant should provide passenger with Mineral Water for drinking.

### **2.6 Bid Security**

- a) Lessee shall furnish a Bank Guarantee or deposit of MVR15,000/- as Bid Security. Bank Guarantee should be provided by a Bank acceptable to AIA. This bank guarantee shall be valid for 60 days from the date of Bid opening. The Bid Security shall, be in the form of a cashier's check, or certified check, or a guarantee, or a bond from a bank located in the Maldives. The format of the Bid Security should

be in accordance with the form of Bid Security included Annex 2 or another form acceptable to the Employer.

- b) The bid securities of unsuccessful bidders will be returned by the company upon signing of agreement with successful Bidder. Bid Security shall not be returned prior to the expiry of the Bid Validity period or signing of the agreements.
- c) Interest shall not be levied on the Bid Security amount.
- d) Bid Security may be forfeited if the Bidder withdraws the Bid after the Bid opening during the period for Bid validity; or does not accept the Correction of Price pursuant to Clause 4.2.

## **2.7 Eligibility**

- a) Any individual, partnership or a limited liability company that has adequate financial background and expertise.
- b) Individual who are Maldivian Nationals and above 18 (Eighteen) years of age with adequate financial background and expertise.
- c) The Bidder shall specify the primary entity or individual for Bid. AIA shall contact the selected party for all matters relating to the Bid.

## **2.8 Guidelines for Submitting a Compliant Bid**

- a) The proposals must be submitted by means of a letter and shall be submitted to the address mentioned in Clause 3.1.
- b) The proposal must include the following documents.
  - i) Company registration certificate/ Local investment certificate/Partnership agreement
  - ii) Copy of GST/BPT registration
  - iii) Copy of Trade Permits and any other requirement permits from regulatory bodies
  - iv) Articles and Memorandum of Association for companies.
  - v) Board Resolution or Power of Attorney indicating details of the personnel authorized to sign all documents relating to the bid on behalf of the Bidder, if a company.
  - vi) Business profile of the Bidder
  - vii) Documents proving prior experience in same field of business
  - viii) Financial documents (annual reports for the past 3 years) or documents proving financial capability for new companies.
  - ix) Source of funding and Bank Comfort Letter (if external funding)
  - x) Business plan for the next 03 years (vision and mission, concept, design, marketing strategy, employee training strategy etc.)

- xi) Project schedule
- xii) Bank statement for the past 24 months'/Bank reference letter
- xiii) History of credit facility for the past 12 months, if an individual
- xiv) Bid Security (As in Annex 2)
- xv) Price proposal form (As in Annex 3)

### **3. SUBMISSION OF THE PROPOSAL**

- 3.1 The Proposal must be submitted in sealed envelope marked “Lease of space at International Departure Terminal of Gan International Airport for Operation of a Restaurant) and addressed to;
- Addu International Airport Pvt Ltd  
Building no.100  
Gan, Addu City  
Maldives
- 3.2 The envelope shall also indicate the Name, Address and Contact number of the Bidder.
- 3.3 The proposal shall include the Price Proposal form as per format in Annex 2.
- 3.4 The proposal shall include Bid security in conformity with clause 2.5 of the RFP.
- 3.5 The checklist in annex 4 of the RFP shall be attached outside the sealed envelope.

#### **3.6 Deadline for submission of Proposal**

- a) Proposal must be received by Addu International Airport Pvt Ltd at the address specified in Clause 3.1 before deadline as per Clause 1.2 of this RFP.
- b) Addu International Airport may, in exceptional circumstances and at its discretion, extend the deadline for submission of Proposal by issuing an Addendum, in which case all rights and obligations of the company and the proponents previously subject to the original deadline will thereafter be subject to the deadline as extended.
- c) Any proposals received after the deadline for Submission of Proposal as stated in Clause 1.2 shall be rejected.

### **4. BID OPENING AND EVALUATION**

#### **4.1 Bid Opening**

- 4.1.1 AIA will open bids in the presence of designated representatives of the Bidders, who choose to attend.  
Bids will be opened at the time and date specified in Clause 1.2 of this RFP.
- 4.1.2 Proposals submitted after the deadline will be rejected.

- 4.1.3 The bidders' names, the Bid prices, the total amount of each Bid and the presence or absence of Bid Security, and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening of the bids.
- 4.1.4 AIA shall not disclose, information relating to the examination, clarification, evaluation and comparison of the Proposals and recommendations for the award of a contract, to the Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.
- 4.1.5 Any effort, direct or indirect, by a Bidder to influence AIA in processing, evaluating and awarding of the Proposals may result in rejection of such Bidder's proposal.
- 4.1.6 To assist in the examination, evaluation, and comparison of bids, the Purchaser may, at the Purchaser's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids in accordance with Clause 4.2 of this RFP.

## **4.2 Bid Evaluation**

### **4.2.1 Examination of Bids and Determination of Responsiveness**

- a) Prior to the evaluation of bids, a Preliminary evaluation will be carried out to determine whether each Bid (a) meets the eligibility criteria defined in Clause 2.6 of this RFP; (b) has been properly signed; (c) is accompanied by the required securities specified in Clause 2.5; and is substantially responsive to the requirements of the bidding documents.
- b) If a Bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **4.2.2 Correction of Errors**

- a) Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

- c) The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 2.5(d).

#### 4.2.3 Evaluation

Only responsive bids as per Clause 4.2.1 shall be compared and evaluation. All responsive Bids shall be evaluated on the following basis for a total maximum of 100 points (pts). Points shall be given according to the following.

a. **Rent** (Percentage of the total score is 50%)

- i) In allocating points under this criterion, the Net Present Value (NPV) of the proposed value shall be considered.
- ii) Formula for NPV is as follows:

$$NPV = \sum_0^n \frac{I}{(1+r)^n}$$

N = number of years

I = Rent

R = Discount Rate (a discount rate of 10% is applied)

- iii) The minimum rate per sq. ft is MVR... Any proposal with less than the said minimum rate shall be disqualified.
- iv) The Bidder with the highest NPV will be allocated the maximum points and points for the remaining bidders will be allocated on a pro-rata basis with the highest NPV as a base.

b. **Experience in the Relevant Field (Percentage of the total score is 20%)**

- i) Points for experience will be evaluated depending on the period the Bidder has been in relevant field of business.
- ii) Bidder shall submit documents to prove that they have been operating in the sector (Trade Permits, Company Registration, GST certificates etc.)

c. **Financial Capability (Percentage of Total Score 15%)**

- i) Points for financial capability shall be allocated based on the financial documents submitted. These documents shall specify the source of funding. Reference letters/Comfort letters will carry additional points.
- ii) Source of funding needs to specified

d. **Business Plan (Percentage of Total Score 15%)**

- i) Business Plan should address the mission and vision, marketing plan, concept and design.



## **5. AWARD OF CONTRACT**

### **5.1 Award**

- 5.1.1 AIA shall award the contract to the Bidder whose Bid has been determined to be substantially responsive to the RFP and who has scored the highest points in the evaluation.
- 5.1.2 AIA reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such action.
- 5.1.3 The Bidder whose Bid has been accepted will be notified of the award prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will notify the Bidder of the acceptance of his Bid indicating the Bid Amount.

### **5.2 Lease Deposit**

- 5.2.1 The successful Bidder shall pay a Security Deposit amounting to three months’ rent within 07 (seven) working days upon receipt of Letter of Acceptance and prior to signing of the Agreement.
- 5.2.2 Failure to pay the deposit shall result in annulment of the award of contract.

### **5.3 Signing of the Agreement**

- 5.3.1 At the time of notification of award, AIA shall send the successful Bidder the Agreement.
- 5.3.2 Within 07(seven) days of the receipt of the Agreement, the successful Bidder shall sign the Agreement and return it to AIA.
- 5.3.3 Upon execution of the agreement AIA will notify the other Bidders, that their Bids have been unsuccessful and duly return the Bid Security.

### **5.4 Corrupt or Fraudulent Practices**

- 5.4.1 Addu International Airport Pvt Ltd requires that the staff, as well as Tenderers, suppliers, and contractors and their subcontractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy;
  - i) “corrupt practice” is defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) “fraudulent practice” is defined as any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii) “collusive practice” is defined as an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) “coercive practice” is defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

5.4.2 AIA will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for or executing the contract in question. In such cases, the Bidder shall be declared ineligible to be awarded a contract from AIA either indefinitely or for a period of time.

5.4.3 AIA has the right to terminate contract if it determines at any time that representatives of the Procuring Entity engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, after giving 14 days’ notice to the Bidder.

## **6. FURTHER INFORMATION**

For further information regarding the submission of proposals, please send email or queries before 14:00hrs on 12<sup>th</sup> April 2018 to the following address

Mr. Ahmed Shafeeq (Terminal Operations Manager)

Addu International Airport Pvt Ltd

Building no. 100

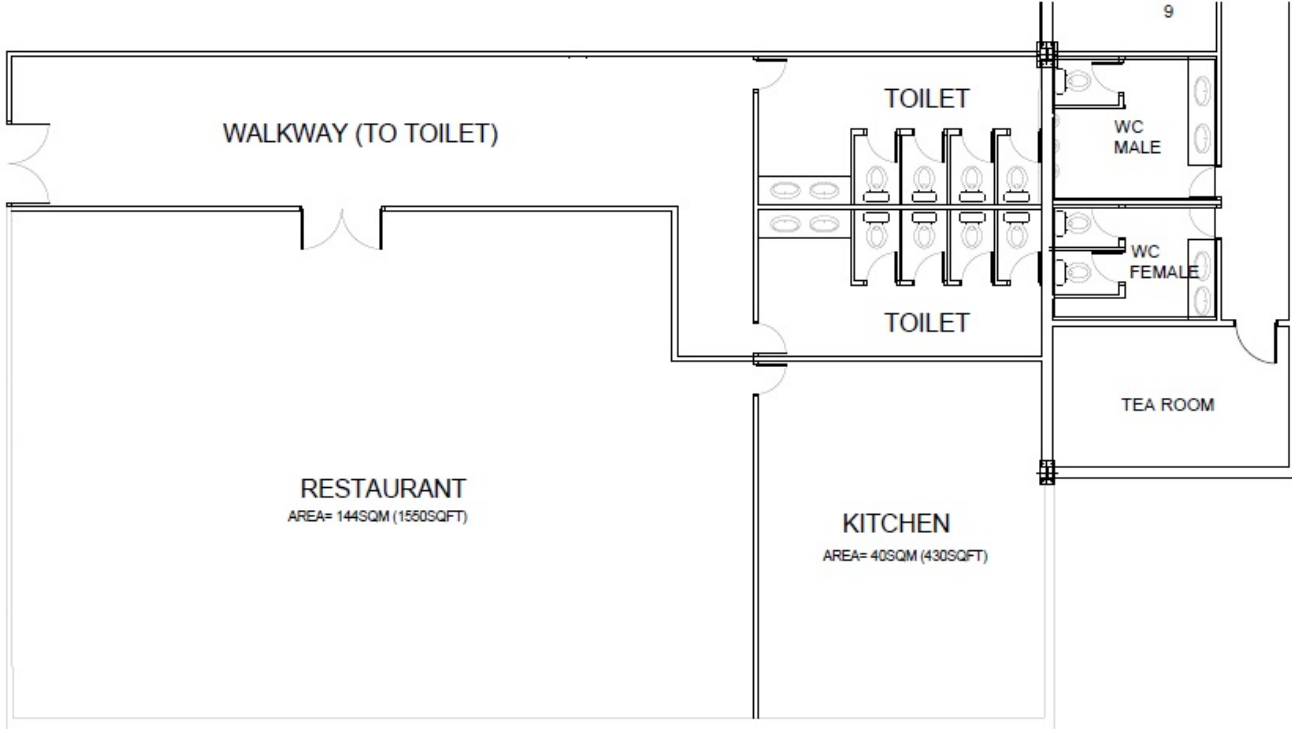
Gan Addu City

Tel: (960) 6898010/ (960) 6898515

Email: a.shafeeq@ganairport.aero

Annex 1

Map and Layout of Restaurant



RESTAURANT & TOILET BLOCKS

**Annex 2**

**Bid Security Format**

WHEREAS, [insert name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated to Lease and operate a Restaurant at International Departure Terminal of Gan International Airport (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We [insert name of Bank] of [insert name of country] having our registered office at (insert Registered Address). (hereinafter called “the Bank”) are bound unto Addu International Airport Pvt Ltd (hereinafter called “the Lessor/Landowner”) in the sum of MVR15,000/- (Maldivian Rufiyaa Fifteen Thousand only) for which payment well and truly to be made to the said Lessor/Land Owner, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of .....20.....

THE CONDITIONS of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Lessor/Land Owner during the period of Bid validity:
  - (a) Refuses to accept the award;
  - (b) Fails or refuses to pay the Lease Deposit, which is (equivalent to three month’s rent) proposed by the bidder; or
  - (b) fails to execute terms and conditions of the Lease agreement; or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 4.2 of the Request for Proposal,

We undertake to pay to the Lessor/Land Owner up to the above amount upon receipt of his first written demand, without the Lessor’s/Land Owner’s having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date ..... Days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Lessor/Land Owner, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

This Guarantee shall be governed by and construed in accordance with the laws of Republic of Maldives

Date..... Signature of the Bank

Witness ..... Seal

[signature, name, and address]

**Annex 3**

**Price Proposal Form**

Ms. Rimna Hassan  
Deputy General Manager  
Addu International Airport Pvt Ltd  
Addu City, Maldives

Dear Madam,

Having examined the Request for Proposal (RFP) including all addendum issued in connection with this Request for Proposal (RFP), I/ we, (insert the company name and registration no./name, id card no. and address) the undersigned, offer to lease and operate a Restaurant at International Departure Terminal of Gan International Airport.

Proposed Rent:

1<sup>st</sup> Year (per sq.ft/per month) :  
(Amount in Words)

2<sup>nd</sup>Year (per sq.ft/per month) :  
(Amount in Words)

3<sup>rd</sup> Year (per sq.ft/per month) :  
(Amount in Words)

I/We undertake to pay the proposed rent for three years if the proposal is accepted.

I/We We agree to abide by this Bid for the period of 60 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We confirm that I/We understand and agree to all terms and conditions of this Proposal. I/We understand that any deviation from any of the clauses will result in disqualification of this Proposal.

I/We understand that unless and until a formal Agreement is prepared and executed this Proposal, together with your written acceptance thereof, shall constitute a binding contract between us.

I/We confirm that I/We have not been associated in any way, directly or indirectly, with an employee or a member of the Board of Directors of Addu International Airport Pvt Ltd, in the preparation of this Proposal.

I/We understand We understand that Addu International Airport Pvt Ltd is not bound to accept the highest or any Proposal you may receive.

Signed by ..... (company seal)

in the capacity of .....duly authorized to sign bids for and on behalf of  
.....

Name and Address of Signatory

.....

**Annex 4**

**Checklist**

	Bidder	AIA
Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>
Copy of company/local investment/partnership registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>
Copy of GST/BPT registration	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Trade Permits or any other permits	<input type="checkbox"/>	<input type="checkbox"/>
Memorandum and Articles of Association for companies	<input type="checkbox"/>	<input type="checkbox"/>
Board Resolution /Power of Attorney	<input type="checkbox"/>	<input type="checkbox"/>
Details of Personnel authorized to execute the Bid	<input type="checkbox"/>	<input type="checkbox"/>
Bid Security	<input type="checkbox"/>	<input type="checkbox"/>
Business Profile	<input type="checkbox"/>	<input type="checkbox"/>
Documents proving prior experience in same field of business	<input type="checkbox"/>	<input type="checkbox"/>
Financial documents (3 years) or documents proving financial capability for new companies.	<input type="checkbox"/>	<input type="checkbox"/>
Source of funding and Bank Comfort Letter (if external funding)	<input type="checkbox"/>	<input type="checkbox"/>
Business plan for the next 05 years (vision and mission, concept, design, marketing strategy, employee training strategy etc.)	<input type="checkbox"/>	<input type="checkbox"/>
Project schedule	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement for the past 24 months	<input type="checkbox"/>	<input type="checkbox"/>
History of credit facility for the past 12 months, if an individual	<input type="checkbox"/>	<input type="checkbox"/>
Price proposal form (As in Annex 3)	<input type="checkbox"/>	<input type="checkbox"/>
Bid Security (As in Annex 2)	<input type="checkbox"/>	<input type="checkbox"/>