

بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ

Ministry of Economic Development
Male',
Republic of Maldives



Shopping for Supply, of Accounting Software System for TradeNet Maldives Corporation Ltd.

REQUEST FOR QUOTATION (RFQ)

Source of Funding: ADB Loan 3794 – MLD and ADB Grant 0646 – MLD

RFQ Ref: RFQ/2022/09

South Asia Subregional Economic Cooperation
National Single Window Project

11th Floor, Velaanaage, Male', 20096, Republic of Maldives

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REQUEST FOR QUOTATION – Supply of Accounting Software System for TradeNet Maldives Corporation Ltd.

Project Title: South Asia Subregional Economic Cooperation National Single Window Project

Source of Funding: ADB Loan 3794-MLD & ADB Grant 0646 – MLD

Contract Ref: **RFQ/2022/009**

Date of Issue of Request: 8th December 2022

Sir/Madam:

1. The Ministry of Economic Development under the National Single Window (NSW) Project and on behalf of the NSW Operator TradeNet Maldives Corporation Limited (TMCL) hereby requests you to submit price quotation(s) for the for the supply of the following items:

Item No.	Description	Quantity
1	Supply of Accounting Software System for TradeNet	1 nos.

If you, however, have been associated with the firm that prepared the design, and specifications of the contract that is subject of this procurement, you shall be disqualified.

To assist you in the preparation of your price quotation we enclose the necessary technical specifications and details in Section B: Technical Requirements included in Annex 1.

2. You must quote for all the items and services under this request. Price quotations will be evaluated for all the items and services together and contract awarded to the firm offering the lowest evaluated total cost of all the items.
3. You shall submit one original of the Price Quotation with the Form of Quotation, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail. Your quotation in the attached format should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address : Ministry of Economic Development, Boduthakurufaanu Magu,
Male' Maldives
Telephone : +960 3323668
Email : nsw@trade.gov.mv

4. Your quotation in duplicate and written in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English) for each item quoted, including names and addresses of firms providing after-sales service facilities in the Maldives.

5. The deadline for receipt of your quotation(s) by the Purchaser at the address as indicated in Paragraph 3 is **22nd December 2022, 10 am**

6. You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your Form of Quotation, your quotation will not be considered further.

7. Your quotation(s) should be submitted as per the following instructions and in accordance with the attached form of Contract. The Terms and Conditions of Supply provided below is an integral part of the Contract.

(i) **PRICES:** The prices should be quoted for supply and delivery to TradeNet Maldives Corporation Limited, G. Niusha, 7th Floor, Male' (place of destination). Price quotes shall be provided for all the items and services under this request and partial quotation will not be accepted.

(ii) **EVALUATION OF QUOTATIONS:** Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. The Purchaser will evaluate and compare only the quotations determined to be substantially responsive. In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:

(a) where there is a discrepancy between 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; and

(c) if a Supplier refuses to accept the correction, his quotation will be rejected.

In addition to the quoted price, the evaluated price shall include Goods and Service Tax (GST).

(iii) **AWARD OF PURCHASE ORDER.** The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.

(iv) **VALIDITY OF THE OFFER:** Your quotation(s) should be valid for a period of forty-five (45) days from the deadline for receipt of quotation(s) indicated in Paragraph 5 of this Request for Quotation.

(v) If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of

suppliers for the project for two years.

8. Further information can be obtained from:

Abdul Mugeeth

Manager, Finance & Accounts

TradeNet Maldives Corporation Ltd.

Telephone: m: +960 9897790 | p: +960 333 5 777

Email: abdul.mugeeth@tradenet.com.mv

9. The bidder whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance issued by the Purchaser within 45 days from the date of submission of quotation.
10. The Purchaser intends to apply funds from the Asian Development Bank (ADB) for eligible payments under the Purchase Order resulting from this RFQ.
11. Under ADB's Anticorruption Policy bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list.
12. Please Confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

Aishath Faruzana

Project Accountant

Attached: Section B- Technical Requirements under Annex 1

FORM OF QUOTATION

To: _____ (Purchaser's Name)
_____ (Purchaser's Address)

We offer to execute the **Supply of Accounting Software System for TradeNet RFQ/2022/009** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____) (name of currency) _____. We propose to complete the delivery of Goods described in the Contract within the following Delivery Time from the Date of Signing of the Contract.

Prices and Schedules for Supply

<u>S. No.</u>	<u>Item No.</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Delivery Time</u>
1.					
2.					
3.					
	<u>Spare Parts</u>	}			
	<u>Tools and Accessories</u>	}			
	<u>Manuals</u>	}	Specify, if applicable.		
	<u>Maintenance Requirements</u>	}			

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the Request for Quotation document and the Terms and Conditions of Supply, respectively.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation.

We are not in the ADB sanctions list.

Authorized Signature: _____
Name and Title of Signatory _____

Name of Supplier: _____
Address : _____
Phone Number : _____
Fax Number, if any _____
Email address (optional) _____

FORM OF CONTRACT

THIS AGREEMENT number _____ made on _____, ____ 2022_, between _____ (hereinafter called "the Purchaser") on the one part and _____ (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has requested for quotation for _____ (description of goods) to be supplied by Supplier, viz. Contract _____, (hereinafter called "Contract") and has accepted the Quotation by the Supplier for the supply of goods under Contract at the sum of _____ (_____) hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Form of Quotation; Terms and Conditions of Supply, Technical Specifications;
 - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of the Contract.
3. The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, supply and delivery of the goods and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of _____ (country of Purchaser) on the date indicated above.

Signature and seal of the Purchaser:
For and on behalf of

Signature and seal of the Supplier:
For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

TERMS AND CONDITIONS OF SUPPLY

Project Name: South Asia Subregional Economic Cooperation National Single Window Project

Purchaser: _____

Package No. **RFQ/2022/009**

1. Schedules for Supply

<u>S. No.</u>	<u>Item No.</u>	<u>Quantity</u>	<u>Delivery Time</u>
1.			
2.			
3.			
	<u>Spare Parts</u>		}
	<u>Tools and Accessories</u>		}
	<u>Manuals</u>		} Specify, if applicable.
	<u>Maintenance Requirements</u>		}

2. Fixed Price: The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

3. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding 60 days from the date of signing of contract.

4. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the Goods on "All risks" basis.

5. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

6. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the _____ (arbitration law or rules of the Purchaser's country).

7. Delivery and Documents: Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (ii) manufacturer's or supplier's warranty certificate; and
- (iii) certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

8. Payment: Payment of the contract price shall be made in the following manner:
- a) 25% upon supply, installation and configuration of the software in accordance with the contract;
 - b) 30% upon completion of the data migration, training and provision of user/technical guides in accordance with the contract;
 - c) 30% upon completion of the user acceptance test by TradeNet Maldives Corporation Ltd.
 - d) 15% upon completion of the maintenance and support period in accordance with the contract.

9. Penalty:

- a) Delay in or failure to supply the goods and services by the Supplier within the agreed timeframe due to the Supplier's cause will result in the levy of a penalty. The penalty shall be a deduction as specified in Chapter 10, Article 10.71 of the Public Finance Regulation (February 2017) of the Republic of Maldives. If damages exceed the contract price, the contract would automatically be terminated. The final payment to the Supplier will be made after the deduction of any penalty.
- b) Notwithstanding paragraph 9(a), if the failure or delay in the delivery of services or goods is entirely attributable to the Purchaser, the Supplier will not be penalized to the extent of the delay attributable to the Purchaser, and the Purchaser may accommodate extension, modification or variation requests in accordance with Article 15.

10. Warranty: Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

11. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 45 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:

Facility _____

Address _____

12. Force Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

13. Required Technical Specifications: (with attachments as necessary)

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters

Supplier confirms compliance with above specifications.

14. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.
15. Confidentiality: None of the parties shall disclose to any person any proprietary or confidential information or use for any purpose any confidential information of the other as a result of entering this Contract.

This restriction shall continue to apply after the expiration or termination of this Contract without limit of time. These obligations shall cease to apply to knowledge or information which may properly come into the public domain (through no fault of the party concerned), is required by law to be disclosed or if the Ministry has to share with Asian Development Bank or any institution financing this Contract.

16. Limitation of Liability: Except in cases of gross negligence, willful misconduct or material breach, neither party shall have any liability towards each other, or be liable for any indirect, special or consequential losses or be subjected to any punitive or exemplary damages, loss of profits or interest costs under this Contract. Even in the case of material breach, a party shall only be liable to make good any actual and direct losses.
17. Indemnification: Each party shall indemnify and hold harmless the other party and its affiliates and their respective directors, officers, employees, agents and representatives from and against any and all losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) caused by or arising out of any direct breach of this Contract or any direct breach for it is responsible hereto, and any and all actions, suits proceedings, claims, demands or judgements incident thereto.
18. Variation: Any variation to this contract shall be made in writing and signed parties to this contract.

NAME OF SUPPLIER: _____

Authorized Signature : _____

Place: _____

Date : _____