REQUEST FOR PROPOSALS

Development of a Human Resource Management Software

(MSS-ANN/2023/005)



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 Maldives State Shipping (the "MSS") 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 MSS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of the law expressed herein.

The MSS, 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 MSS 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 MSS 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 MSS, 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 MSS 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.

Note: All timing mentioned in this document are in Maldives time (GMT+5)

1. INTRODUCTION

Maldives State Shipping Company Pvt Ltd (MSS) invites qualified local and international service providers to submit your quotation for the goods/services described herein. Partial Quotations shall be rejected, and MSS reserves the right to award a contract for selected items only.

2. BACKGROUND

Incorporated in February 2020, the Maldives State Shipping Company Pvt Ltd (the "MSS"), is a shipping and logistics company offering an extensive international liner shipping service, which is anticipated to revolutionize the shipping and logistics industry of the Maldives by providing an excellent gateway for efficient shipping solutions in the Maldives.

MSS is owned by the State Trading Organization (STO), a successful state-owned public company in operation for over 50 years, with many thriving subsidiaries, joint ventures, and associates under its umbrella.

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. 'MSS' means the Maldives State Shipping Company Pvt Ltd, which expression shall unless excluded by or repugnant to the context include MSS's representative.
- 3.2. 'MSS's Representative' means the staffs or any person authorized by MSS as a consultant, surveyor, associate or employee who would be in charge of work and would sign the documents on behalf of the MSS.
- 3.3. 'Bidder' means the word "Bidder" referred in this document shall be the party whose tender has been accepted by MSS & shall include all his associates.
- 3.4. 'Bid submission date means 31st August 2023, 1100hrs or date extended according to the process stated herein.
- 3.5. 'Bid Stage' means the period between the date of this RFP and Bid Submission 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 MSS and Selected Bidder pursuant to the Project.

4. SCHEDULE OF BIDDING PROCESS

Maldives State Shipping shall endeavour to adhere to the following schedule:

Event Description		Date
a.	Prebid Meeting	[24th August 2023, 1100hrs]
b.	Last date for receiving queries	[28th August 2023, 1400hrs]
c.	MSS's response to queries latest by	[29th August 2023]
d.	Bid Submission and Opening	[31st August 2023, 1100hrs]

5. SCOPE OF WORK AND SPECIFICATIONS

- 5.1. Maldives State Shipping Company Pvt Ltd. of the Republic of Maldives, from this point forward known as "MSS", hereby invites you to submit your quotation for the development of a human resources management software described herein. Partial Quotations shall be rejected, and MSS reserves the right to award a contract for selected items only.
- 5.2. Specifications:
 - a. Proponent must have a **Minimum 100 users**
 - b. Cloud based software.
 - c. Should be able Integrate in real time with existing MS Dynamics & data migration

		QTY
General HRM Administration	Employee Database Management Recruitments Application Management Schedule Interview Job Confirmation Staff Onboard Process Management Employee Database Personal Records Job description Employment Contracts Birthdays Employment letters / Bank letters Payroll & Benefits Attendance Creation - integration Attendance Verification Overtime management Salary Creation Payroll Documents – salary slip, pension & all allowances Insurance Staff Schemes	

● Time Tracking – Should be compati	
the attendance machine used at MSS (b	rand:
ZKTECO)	
Absence Management (attendance to a second sec	types,
office trips, Check in- check out through	n mobile
app)	
Work Shift	
Work Hour Adjustment	
• Holiday	
Overtime & Compensatory Time O	ff
Paid Days	
Expense / benefit schemes	
Performance based Employee	
Compensation (based on Company pol	licy
requirement)	
Business Requirement	
Expense Receipts / Invoices	
Expense Receipts / Invoices Expense Payouts	
Expense Layouts Employ benefit allowances	
Performance Assessment	larraa
Appraisal Management system (Em	
performance management, with continu	
feedback mechanism, optional for peer	
subordinate evaluation, Multiple rating	(.)
Multiple weightage	
Goal planning and goal ratings	
Competency ratings	
Disciplinary actions documents (fur	nction
verbal warning/terminations)	
Task Manager	
Creation of Task	
View and Manage Tasks	
Task Resolution	
Tracking the Task	
Summary of Task Completion	
Employee Engagement	
Staff Bonus	
Training & Development	
Reminders for training	
Assessment of learning needs / skil	~ .
Training alignment with Company	training
requirements	
Measure training effectiveness	
 Feedback 	

Reporting and Analytics	
Report generation	
Mobile Application	
Geolocation	
User friendly dashboard and interface	
Documentation management and storage	

5.3. The deliverables will include;

- a. A fully functioning system to deliver the described scope.
- b. The design and implementation of the accompanying HR process
- c. Develop user guidelines on how to use the software, and the technical support guideline.
- d. Provide complete documentation of flowchart and process of the platform.
- e. Provide training to all relevant staffs of the organization for daily operations and system training to IT staff on supporting and administrating the platform.
- f. Provide user guidance/support on issues faced using the solution.
- g. The platform and system must be able to serve daily user access with authorized levels of access
- h. Perform offline and live testing of the solution with the staff elected by MSS
- i. Provide cloud hosting services
- j. Allow system work formats to be modified by MSS at any time
- k. The software should be Microsoft azure cloud compatible and backend should support SQL. Also preference is given to software on ASP.net framework.
- 5.4. Service provider shall provide onsite technical support and maintenance for minimum of one (1) year

6. INSTRUCTIONS TO BIDDERS

- 6.1. Unless the context otherwise required or expressed, the terms not defined in this RFP shall have the meaning assigned thereto in this RFP.
- 6.2. 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.
- 6.3. Language of document shall be English/Dhivehi.
- 6.4. Bid currency should be in Maldivian Rufiyaa (MVR) or United States Dollars (US\$).

- 6.5. 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.
- 6.6. The Proposal must be typed or written in indelible ink and signed by authorized signatories. Any change should be initialled.
- 6.7. All pages of the proposal should be signed by the authorized signatories stamped with the Company seal.
- 6.8. At any time prior to the Bid Submission Date, MSS 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, MSS may, in its sole discretion, extend the Bid Submission Date.
- 6.9. Agreement shall be drawn with the selected bidder and this document with all terms and conditions shall form part of the Subsequent Agreement.
- 6.10.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.
- 6.11. Deadline for submission of Proposal may be extended at the discretion of MSS.
- 6.12.Bids received by MSS after the specified time on the Bid Submission Date shall not be eligible for consideration and shall be summarily rejected.
- 6.13.Documents may also be couriered and notified through email and shall be sealed and the Proposal Envelopes shall bear the following Identification.

Proposal for the "Development of a Human Resource Management Software" (MSS-ANN/2023/00x)

Attn: Captain Mohamed Nazim Managing Director

Maldives State Shipping Company Pvt Ltd 2nd Floor, STO Trade Center, Orchid Magu, K. Malé, 20188, Republic of Maldives

DO NOT OPEN BEFORE 31st AUGUST 2023 11:00hrs

- 6.14.If the envelope is not sealed and marked as above, MSS will assume no responsibility for the misplacement or premature opening of the Proposal.
- 6.15. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

- 6.16. Proposal will be opened at the presence of the bidders.
- 6.17.MSS will review each Bid and perform a detailed evaluation based on the evaluation criteria described in this RFP document.
- 6.18.MSS 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.
- 6.19.In the event where the prices received are above the prices anticipated or where the submitted tender are not representatives of the prices in the general market, MSS reserves the right to negotiate.
- 6.20.MSS reserves the right to reject proposals from Blacklisted Customers and Legal Customers, including the Default Customers/Parties and it shall extend to Subsidiaries of MSS as well.
- 6.21.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. MSS has the right to Blacklist the Bidders permanently or to suspend the Bidder for a certain period of time depending on the severity.
 - a. Intent to cheat.
 - b. Misrepresentation of facts in Bid Proposals.
 - c. Malpractices in supplies or services
 - d. Intentional Disclosure of Maldives State Shipping Company Pvt Ltd. confidential information
 - e. Vendor participates in bidding/ Negotiations, wins the contract but subsequently does not execute the work.
 - f. Repetitive Quality issues in Supplies / Services
 - g. Extreme delays in deliveries or execution of services
 - h. Vendor's repetitive delays getting into contractual agreement with MSS after winning a contract.
 - i. Other violations of responsible business practices
 - j. Any other criteria as MSS may deem appropriate in the interest of the organization or government in compliance with company policies and Laws of Republic of Maldives.
- 6.22. MSS 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 MSS, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by MSS shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of MSS thereunder.
- 6.23. Bids shall be deemed to be under consideration immediately after they are opened and until such time MSS 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, MSS and/ or their employees/ representatives on matters related to the Bids under consideration.
- 6.24. 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.
- 6.25. 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 MSS has its head office shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.26. To assist in the examination of responsiveness, evaluation, and comparison of bids, MSS may, at MSS'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 affects the competitiveness of the Tender shall not be accepted during the resubmission period. MSS has discretion to reject any document submitted during resubmission period, if found, which shall affect the competitiveness of the Tender process.
 - 6.27.Quotations and supporting documents as specified in (Annexure-I) must be marked with the Procurement Reference given above and indicate your acceptance of the terms and conditions.
 - 6.28.Quotations that are responsive, qualified, and technically compliant will be ranked according to section 6 below. Award of contract will be made to the lowest priced quotation by item or by total through the issue of an Awarding Contract.

7. REQUIRED DOCUMENTS.

- 7.1. Documents or Information listed in this section are mandatory for the proposal to be valid. MSS 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.
 - a. Company Registration copy
 - b. Tax Clearance copy
 - c. Quotation Submission Sheet (Annexure I)
 - d. Company Profile
 - e. Minimum 3 experience letters (with reference contact details) of projects of similar nature completed within the past 3 years.

- f. Timeline
- g. Methodology: The bidder should provide a clear methodology, project plan and approach in carrying out this assignment. No. of project assigned staff with the team leader and their skills and knowledge.

8. EVALUATION GUIDELINES

- 8.1. MSS will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP.
- 8.2. In the event where there is a tie between two or more bids and are the highest scoring parties, MSS reserves the right to select one of the bidders after a negotiation process.
- 8.3. Marks will be awarded for:

1	Price	•	The tenderer that proposes the lowest	40
			price shall receive a maximum mark of	
			Fifty (50), and for remaining proposals	
			marks will be allocated on pro rata basis.	
2	Experience of the Company	•	The tenderer will be awarded 5 marks for	15
	(Relevant experience is an		each experience letter of projects with	
	added bonus)		similar nature with available reference	
			contacts.	
3	Timeline	•	The tenderers who propose the shortest	25
			timeline will be awarded full marks (25),	
			and remaining will be allocated on pro	
			rata basis.	
4	Methodology	•	The tenderers who submit a clear	15
			methodology and demonstrate the	
			knowledge and skill that will indicate the	
			ability to implement this project	
			successfully as per the scope will get a	
			maximum of 15 (Fifteen) marks	
5	Support Service	•	The tenderers who propose the lowest	5
			support service fee after 1 year will get 5	
			marks and for others marks will be	
			allocated on pro rata basis.	

9. AWARD OF CONTRACT

9.1. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by MSS to the Selected Bidder and the Selected Bidder shall, within 3 (three) 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, MSS 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.

9.2. The Selected Bidder shall sign the Subsequent Agreement within 3 (three) Days of receiving LOA.

11. BID VALIDITY

11.1. The Bids shall remain valid for 90 (Ninety) days after the deadline for date of bid submission.

12. SUBMISSION

- **12.1.** Bidders are to submit their Proposal according to the instructions given in the RFP and submit the original set of documents to MSS Head Office on **31**st **Augst 2023**, **1100hrs**.
- 12.2. MSS has the discretion to inform parties to send a softcopy of the proposal to the informed email address.

13. QUERIES & FEEDBACK

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

Capt. Mohamed Nazim
Managing Director
Maldives State Shipping Company Pvt Ltd
2nd Floor, STO Trade Center
Orchid Magu
Maafannu, Male' 20188
Republic of Maldives

Email: info@stateshipping.mv

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

14. PAYMENT TERMS AND CONDITIONS

The selected bidder/contractor shall be compensated in the manner below.

- 14.1 Bidders are requested to include a detailed cost breakdown and payment schedule as part of the proposal submission. The payment terms will be applicable to the bidder's proposal or as how both parties agreed.
- 14.2 The vendor should submit an invoice as per the signed agreement. The invoice should include the following.
- a- Invoice number and date
- b-GST Number
- c- Invoice amount
- d- Details of the work
- e- Bank details
- 14.3 The amount equivalent to 15% of the total contract price shall be transferred to the successful bidder/contractor upon initial setup and migration of the HRM Software.
- 14.4 The amount equivalent to the 35% of the total contract price shall be transferred to the successful bidder/contractor after 1 week of achieving all milestones as per the project timeline.
- 14.5 The balance 50% of the total contract price will be transferred to the successful bidder/contractor after the completion of the project.
- 14.6 MSS has the right to deduct late fine as per the agreed signed between both parties.

Development of a Human Resources Management Software (MSS-ANN/2023/005)

14.7 Any proposed changes to the payment terms must be mutually agreed upon by both parties and documented through formal change order process.

14.8 By submitting a proposal in response to this RFP, bidders acknowledge their acceptance of these payment terms. The selected Bidder shall enter into a formal contract incorporating these payment terms.