

TRADENET-CS/T/2024/003
Announced on 15th February 2024

Information to Bidders

Invitation for submission of Proposals for Legal Counsel of Tradenet Maldives Corporation Limited

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Section I. Instruction to Bidders (ITB)

A. General

1. Scope of Bid

1.1. Tradenet acknowledged in Section 2, Bid Data Sheet (BDS) that the Bid Document was issued for the procurement of Goods and related services as set forth in Section 4, Tradenet's Requirements. The BDS contains information on the name and identification.

2. Cost of Bidding

2.1. Bidders must pay for all expenses associated with preparing and submitting their bids, and Tradenet will not be held responsible or liable for those costs, regardless of how the bidding process proceeds. The bid, on submission to Tradenet, becomes the sole property of Tradenet, and the bidder has no right to reclaim any of the documentation.

3. Fraud and Corruption

3.1. Tradenet's policy is that Bidders, Suppliers, contractors, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof must follow the highest ethical standards throughout the procurement and execution process. In pursuance of this policy:

3.1.1. For the purposes of this provision, the following terms have the meanings ascribed to them below:

3.1.1.1. "Corrupt Practice" is, offering, receiving, or soliciting anything of value to interfere with another party's conduct.

3.1.1.2. "Fraudulent Practice" refers to any act or omission, including a misrepresentation that is intentionally or negligently made with

the intent of obtaining financial or other gain or avoiding an obligation, whether successful or not.

3.1.1.3. “Collusive Practice” is the act of two or more parties coming together to achieve an illegal aim, such as to persuade another party to do something; and

3.1.1.4. “Coercive practice” is affecting or threatening to affect directly or indirectly, any party or the property of a party in order to influence improperly the actions of a party;

3.1.2. will reject the offer, If Tradenet determines that a Bidder who has been recommended for award, or any of its personnel, agents, sub-consultants, subcontractors, service providers, suppliers or/and employees has engaged in corrupt, fraudulent, collusive, or coercive activities in order to win the Contract in question.

4. Eligible Bidders

4.1. The bidder must be a registered law firm at the bar council of the Maldives.

4.2. All Bidders found to have a conflict of interest will be disqualified. A conflict of interest may exist between a bidder and one or more parties in this bidding process, if:

4.2.1. they have controlling shareholders in common; or

4.2.2. for the purposes of this bid, they are represented by the same legal representative; or

4.2.3. they have a relationship with one other, directly or indirectly through common third parties, that gives them the ability to access information about or impact another Bidders bid, or influence Tradenet's decisions regarding this bidding process; or

4.2.4. a bidder was a consultant involved in preparing Section 4, which is the subject of the bid; or

- 4.3. Any bidder that is declared ineligible by Tradenet under ITB 3 on or before the bid deadline, or thereafter, will be disqualified.
- 4.4. This bidding is only available to prequalified Bidders if a prequalification procedure has previously been done.

B. Contents of Bid Document

5. Bid Documents

- 5.1. The Bid Document includes all the documents listed below, and should be read in conjunction with any Addenda issued in accordance with ITB 6
 - 5.1.1. Bid Form
 - 5.1.2. Information to Bidders
 - 5.1.2.1. Section 1: Instruction to Bidders (ITB)
 - 5.1.2.2. Section 2: Bid Data Sheet (BDS)
 - 5.1.2.3. Section 3: Evaluation Criteria
 - 5.1.2.4. Section 4: Tradenet's Requirements
- 5.2. Tradenet's announcement or invitation for Bids is not included in the Bid Document.
- 5.3. The bid document shall be obtained from the source stated in the invitation for bids. Tradenet is not responsible for incompleteness of the bid document if it was obtained from a source other than those identified in the invitation for bids.
- 5.4. The Bid Document is a legal document that contains rules, procedures, conditions, and requirements governing the purchase of goods or services. The Bidder must read all instructions, forms, terms, and requirements in the Bid Document. If the bid does not include all required information or documentation, it will be rejected.

6. Clarification of Bid Document

- 6.1. The Bidder's designated representative is invited to a pre-bid meeting, if provided for in the BDS. This session will be used to address any concerns and answer any queries that may arise at this time.
- 6.2. Tradenet will respond to any questions in writing or by email as soon as possible before the deadline set forth in BDS.
- 6.3. Minutes of the pre-bid meeting, including the questions submitted without indicating who presented them, and the answers provided, as well as any responses prepared after the meeting, will be sent to all Bidders who are eligible in accordance with ITB 4. Modifications to the Bid Document that become necessary as a result of the pre-bid meeting should be made by Tradenet exclusively through the issue of an Addendum in accordance with ITB 7 and not through the minutes of the pre-bid meeting.

7. Amendment of Bid Document

- 7.1. Tradenet may modify the Bid Document at any time before the bid submission by issuing addenda.
- 7.2. Each addendum issued will be part of the Bid Document and notified in writing or email to all those who have obtained it from Tradenet as per ITB 5.3.
- 7.3. To give potential Bidders ample time to consider an addendum while preparing their bids, Tradenet may, at its discretion, extend the bid submission deadline under ITB 16.2

C. Preparation of Bids

8. Cost of Bidding

8.1. Tradenet shall not be responsible or liable for any expenses associated with the bid's preparation and submission, and the Bidder will be responsible for all costs.

9. Documents Comprising the Bid

9.1. The bid submitted by the bidder must include all of the documentation listed in ITB 15.2, as well as any additional information requested in Tradenet's Requirements.

10. Bid Prices

10.1. The Bidder must submit the Bid Form. This form may not be modified in any way and no substitutes are permitted. Any blank spaces on the form must be filled in with the information requested.

11. Currencies of Bid and Payments

11.1. The currency of the bid and the payment currency must be as stated in the BDS.

12. Request for Manufacturers Authorization

12.1. If required in the BDS, a Bidder must provide a Manufacturer's Authorization. A Bidder that does not manufacture or produce the Products it offers to sell should submit the document.

13. Period of Validity of Bids

13.1. Bids shall be valid for the time period specified in the BDS after the bid submission deadline date set by Tradenet. A bid that is only valid for a shorter amount of time will be rejected by Tradenet as non-responsive.

13.2. In exceptional circumstances, Tradenet may request that Bidders extend the duration of their bids before it expires.

14. Format and Signing of Bid

- 14.1. The Bidder shall submit one original of the documents comprising the bid as described in ITB 5 and properly label it "ORIGINAL."
- 14.2. The bid must be written or typed in indelible ink and signed by a person or persons with authority to sign on behalf of the Bidder.
- 14.3. Amendments, interlineations, erasures, or overwriting must be signed by the person signing the bid.

D. Submission and Opening of Bids

15. Submission, Sealing and Marking of Bids

- 15.1. Bidders may always submit bids by hand. Bidders may have the option of submitting their bids electronically if this is specified in the BDS. The following are the procedures for sealing, and marking bids:
 - Bidders submitting bids by hand shall include the original of the bid in sealed envelopes.
 - Bids should be submitted in two separate envelopes.
 - Bidders who submit bids electronically should follow the guidelines outlined in the BDS.

15.2. Envelope 1

- Bid Document Checklist
- Business Registration Certificate (For Businesses)
- Portfolio or profile showcasing previous works
- CV or resume of assigned lawyer to the firm.
- CV or resume of alternative lawyer assigned to the firm
- GST Registration Certificates (For Businesses if applicable)
- Tax Clearance Report (Past 6 months from the date of Bid Submission)
- Declaration on Ethical Conduct and Fraud and Corruption

Envelope 2

- Completed and Signed Copy of Bid Form
- Quotation/Financial Proposal.

15.3. The envelope shall:

- provide the name and address of the Bidder;
- be addressed to Tradenet in accordance with ITB 15.1;
- marked with a warning not to open before the time and date for bid opening;

15.4. If envelopes and packages are not properly sealed and labeled as required, Tradenet will not be responsible for any mistakes or premature opening of the bid.

16. Deadline for submission of Bids

16.1. Bids must be submitted to Tradenet at the specified address no later than the stated deadline and time, which are stated in the BDS.

16.2. Tradenet, at its discretion, may extend the deadline for bids by amending the Bid Document in accordance with ITB 7, which would extend all rights and responsibilities of Tradenet, and Bidders who were previously subject to the deadline.

17. Late Bids

17.1. Any bid received by Tradenet after the deadline for submitting bids, as set forth in ITB 16, will be declared late, rejected, and returned unopened to the Bidder.

18. Bid Opening

- 18.1. Tradenet must open the bid in front of Bidders' designated representatives and others who choose to attend, at the address, date and time stipulated in the BDS. If electronic bidding is allowed according to ITB 15.1, any specific electronic bid opening procedures listed in the BDS shall be followed.
- 18.2. Tradenet will open one envelope at a time, reading out the name of the Bidder, the Price(s), alternative bids, and any other information as deemed appropriate. Except for late bids, no bid shall be rejected during bid opening in accordance with ITB 15 & 17.1
- 18.3. Tradenet will create a record of the bid opening that must include at a minimum: the Bidder's name, the Bid Price, and any alternative proposals. The representatives of all Bidders who submitted bids on time should sign the record. The absence of a signature on the record does not render it invalid or impact its contents.

E. Examination of Bids

19. Confidentiality

- 19.1. The evaluation of bids is confidential and shall not be revealed to Bidders or any other persons not directly connected with the process. Information on Contract award will not be shared with Bidders or any other individuals until after all submitters have been notified.
- 19.2. Any attempt by a Bidder to improperly influence Tradenet's evaluation of bids or Contract award decisions may result in its bid being rejected.
- 19.3. From the time of bid opening until Contract award, if any Bidder wishes to communicate with Tradenet on any topic relating to the bidding process, it should send a written communication.

20. Clarification of Bids

- 20.1. Tradenet may request clarification from any Bidder at any time, and the response should be in writing. Tradenet has the option of asking a bidder for a further explanation of its bid at any time during the bidding process to assist with evaluation and comparison. Any clarifications supplied by a bidder that are not in reaction to a request from Tradenet shall not be considered.
- 20.2. If a Bidder fails to respond to Tradenet's request for clarification by the specified date and time, its offer may be rejected.

21. Determination of Responsiveness

- 21.1. Tradenet will evaluate bids to determine if they meet the required conditions. Each bid must be signed correctly; contain the necessary documents; be adequately responsive to the bid documents' requirements; and offer any clarification or support that Tradenet may need to assess their responsiveness.
- 21.2. The Evaluation Committee has the right to modify the eligibility criteria or a particular term in the Bid Document and apply it to all bids in an instance where no eligible or responsive bid is found through the terms of the Bid document.

22. Correction of Errors

- 22.1. Tradenet will compare the submitted bids to ensure that they are correct. Any arithmetic mistakes will be verified by Tradenet. Where there is a contradiction between the amounts in words and figures, the amount in words shall prevail. In either of these cases, unless Tradenet's opinion is otherwise, the unit rate as quoted will govern, with any obvious gross misplacement of the decimal point in the unit rate corrected.
- 22.2. The amount stated in the bid will be adjusted by Tradenet in accordance with ITB 22.1 for the correction of errors, and with the bidder's agreement, it will be regarded as binding on the bidder. If a bidder does not accept the revised amount of bid, its offer may be ruled invalid.

23. Qualification of Bidder

- 23.1. Tradenet shall assess the qualifying requirements, if set forth in Section 3, Evaluation Criteria, to determine whether the bid that was chosen as having offered the best proposal and substantially responsive bid.
- 23.2. The evaluation shall be based on an examination of the Bidder's documentation of qualifications submitted by the bidder, as required by ITB 12.
- 23.3. The Contract shall be awarded to the Bidder who has received an affirmative determination. A negative determination will result in disqualification of the bid, at which point Tradenet will proceed to the next highest-rated bidder to assess that bidder's capacity to perform adequately.

24. Tradenet's Right to Accept Any Bid, and to Reject Any or All Bids

- 24.1. Tradenet has the right to accept or reject any offer and to cancel the bidding process and reject all bids at any time before contract award, with no liability to Bidders.

F. Award of Contract

25. Award Criteria

- 25.1. Tradenet shall select the best-rated and responsive to the Bid Document, subject to ITB 24.1, and award the Contract to the Bidder who is determined to be qualified to execute the contract successfully.
- 25.2. At the time a Contract is awarded, Tradenet reserves the right to increase or decrease the quantity of Goods and Related Services specified in Section 4, Requirements, and without affecting bid unit prices or other conditions.

26. Notification of Award

- 26.1. Tradenet shall notify the successful Bidder in writing that its bid has been accepted before the end of the bidding period. The notification letter must state

the amount of money that Tradenet will pay the Supplier in exchange for the supply of Goods and Related Services.

- 26.2. The notification of award, as it exists now, is a legally enforceable Contract until a formal contract and signature are obtained.
- 26.3. Tradenet shall simultaneously inform all other Bidders of the outcome of the bidding process via email or post on Tradenet's website (www.tradenet.com.mv) the results, which include the bid as well as following details:
 - 26.3.1. Name of each Bidder who submitted a bid;
 - 26.3.2. bid prices as read out at the start of the bidding process;
 - 26.3.3. name and evaluated pricing of each Bid that was considered;
 - 26.3.4. names of bidders whose bids were rejected for non-compliance or any other reason, as well as the duration and summary scope of the contract awarded. Bidders who lose may request a debriefing from Tradenet in writing to obtain answers regarding the reasons for their bids not being chosen. Tradenet must respond promptly in writing to any unsuccessful bidder who requests a debriefing after contract award.

27. Signing of Contract

- 27.1. Tradenet is required to send the successful Bidder the Contract Agreement immediately upon notification.
- 27.2. The successful Bidder shall sign, date, and return the Contract Agreement to Tradenet within three (3) working days of receiving it.

Section II. Bid Data Sheet (BDS)

A. General	
ITB 1.1	Announcement by: Tradenet Maldives Corporation Limited (Tradenet)
ITB 1.1	Announcement no.: TRADENET-CS/T/2024/003
ITB 1.1	Subject: Invitation for submission of Proposals for Legal Counsel of Tradenet Maldives Corporation Limited
ITB 4.1	Eligible Parties: Law firms registered at the bar council of Maldives
B. Content of Bid Document	
ITB 5.1	<p>Bid Documents:</p> <p>Envelope 1</p> <ul style="list-style-type: none"> ● Bid Document Checklist ● Business Registration Certificate (For Businesses) ● Portfolio or profile showcasing previous works ● CV or resume of assigned lawyer to the firm. ● CV or resume of alternative lawyer assigned to the firm ● GST Registration Certificates (For Businesses if applicable) ● Tax Clearance Report (Past 6 months from the date of Bid Submission) ● Declaration on Ethical Conduct and Fraud and Corruption <p>Envelope 2</p> <ul style="list-style-type: none"> ● Completed and Signed Copy of Bid Form ● Quotation/Financial Proposal
ITB 6.1	Pre-Bid Meeting: N/A
ITB 6.2	<p>For clarification purpose only, send to the address below:</p> <p>Address:</p> <p style="padding-left: 40px;">05th Floor, G. Niusha Lily Magu, Galolhu Male' 20130, Republic of Maldives</p> <p>Phone Number:</p> <p style="padding-left: 40px;">+960 3335777</p> <p>Email Address:</p>

	<p style="text-align: center;">procurement@tradenet.com.mv</p> <p>Requests for clarification shall be received no later than 3 days prior to the deadline for submission of Bids.</p>
C. Preparation of Bids	
ITB 9.1	Language of the Bid is: English
ITB 11.1	Currency of the Bid is: Maldivian Rufiyaa (MVR)
ITB 12.1	Manufacturer's Authorization: is Not Required
ITB 13.1	The Bid validity period shall be: 45 Days
ITB 14.1	Number of Copies required is: 1 Copy (Original Only)
D. Submission and Opening of Bids	
ITB 15.1	Bidder shall not have the option of submitting Bids electronically
ITB 16.1 ITB 18.1	<p>Bid submission and bid opening will take place at:</p> <p>Address:</p> <p style="padding-left: 40px;">07th Floor, G. Niusha Lily Magu, Galolhu Male' 20130, Republic of Maldives</p> <p>Phone Number: +960 3335777</p> <p>The deadline for submission is: Sunday, February 25th, 2024, 11:00AM</p> <p>The Bid Opening time: Sunday, February 25th, 2024, 11:00AM</p>

Section III. Evaluation Criteria

This Section describes the criteria for determining overall bid scores that rank the bids and identify the Most Economically Advantageous Tender (MEAT).

Table 1. Evaluation Criteria

Criteria		Weight
Monthly Retainer Price per hour	Highest marks for the lowest price and prorated accordingly	15%
Hourly Rate		15%
Hourly Rate to Represent in Court		10%
Translation Services		10%
Experience of the Firm	5 or more years in operation <ul style="list-style-type: none"> • Less than 5 years = 0pts • 5 – 8 years = 10pts • 8 – 10 years = 15pts • Exceeding 10 years = 20pts 	20%
Experience and Qualification of the Lawyer Assigned from the Firm	Minimum: Practicing lawyer for at least 7 years <ul style="list-style-type: none"> • Less than 7 years = 0pts • 7 – 10 years = 10pts • 11 – 15 years = 15pts • More than 15 years = 20pts 	20%
Experience and Qualification of the Alternative Lawyer	Minimum: Practicing lawyer for at least 5 years <ul style="list-style-type: none"> • Less than 5 years = 0pts • 5 – 10 years = 5pts • More than 10 years = 10pts 	10%

A. Evaluation Model

1. Price Evaluation using Lowest Price Model

- 1.1. The price of the bid received is compared to the lowest price obtained and is rated on a descending scale. The lowest priced bid will receive the most price points available.
- 1.1. Higher priced bids receive a lower score according to how much more expensive they are when compared to the lowest priced bid, as computed by the formula below.

$$\text{Price Score} = \frac{\text{Lowest Bid Price} \times \text{Price Weighting}}{\text{Bid Received}}$$

Section IV. Requirement

Tradenet Maldives Corporation Limited (Tradenet) is seeking the expertise of a knowledgeable and experienced party (Legal Firm) to provide Legal Counsel to the Company, as outlined in the following terms of reference.

1. Background

Tradenet is a 100% State Owned Enterprise incorporated on 14th October 2019. Tradenet is the Government designated operator of the National Single Window system in the Maldives, an initiative that utilizes information and Communications Technologies (ICT) to streamline international trade procedures by allowing electronic information exchange between Cross Border Regulatory Authority (CBRA) information systems by automating operations across stakeholder systems.

Additionally, Tradenet carries out design, development, and operation of One Stop Shop Services (OSS), branded as oneGov, which aims to modernize, streamline, digitize and integrate services of numerous government agencies under a single platform, improving public service delivery through citizen centric services, increasing people's engagement, enhancing transparency, accountability, and inclusion, and ultimately making life better for all.

2. Objective

The Legal Counsel shall provide legal advisory and representation services to the Company in accordance with the following terms and conditions.

3. Scope of Work

The Legal Counsel shall perform the following tasks:

Legal Advice and Opinions:

- Provide timely and well-researched legal advice and opinions to the Company. This includes providing opinion on;
 - Matters or cases specifically referred to by the Company.
 - developments in the legal environment in the Maldives impacting Tradenet operations and compliance requirements; and
 - Developments in international law and norms, in particular pertaining to ICT laws and standards, which have a bearing and impact on the operations of Tradenet.

Draft and Review of Agreements:

- Draft and/or review legal documents and agreements (in English and Dhivehi) to be executed between the Company and third parties, as requested by the Company.

Legal Notices and Letters:

- Draft and/or review legal notices and letters to be sent by the Company to third parties, as requested by the Company.

Litigation Support:

- Provide legal advice, representation, and support in filing legal actions initiated by the Company and representing the Company in actions filed against it by third parties in Maldivian courts and tribunals.

Legal Compliance

- Ensure the Company's compliance with the latest changes in the laws and regulations of the Maldives. Align Company policies and regulations accordingly and promptly inform the management of any operational adjustments required.

Translation Services

- Provide support to translate legal opinions and administrative notices in English and Dhivehi language.

Support Legal Awareness

- Cater to Company's request to improve organizational knowledge level on pertinent laws, regulations, and standards applicable to company operations.

4. Working Arrangements

Assigned Team:

- The legal counsel is required to assign a focal lawyer as well as an alternative lawyer to the firm.

Remote Work:

- The Legal Counsel is not required to work on the premises of the Company.

Availability:

- The Legal Counsel shall be available by phone during all working hours of the Company.

On-Site Meetings:

- The Legal Counsel may be required to attend the offices of the Company when requested by the Company or as otherwise agreed by the Parties.

5. Reporting

The Legal Counsel shall provide regular reports on work undertaken during the reporting month, the status of ongoing legal matters and any significant legal developments that may affect the Company.

6. Confidentiality

The Legal Counsel shall treat all information obtained during the provision of services as confidential and shall not disclose such information without the Company's prior written consent.

7. Duration of Engagement

For a period of 2 years, unless terminated earlier by either party with written notice. Subject to the performance, the service contract may be extended for an additional 2 years.