



Ministry of National Planning, Housing and Infrastructure
Male', Republic of Maldives

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MINISTRY OF NATIONAL PLANNING, HOUSING AND INFRASTRUCTURE
Male', Republic of Maldives

Bid Documents

**Website Development for Ministry of National
Planning, Housing and Infrastructure**



December 2020

1.0 INVITATION TO BID

1.1 The Task

The services required by the website developer are listed below:

1. Design and development of website per requirements of the:
Client- Ministry of National Planning, Housing and Infrastructure, Male' Republic of Maldives

2.0 INSTRUCTIONS TO BIDDERS

2.1 Submission of Bid

The client as defined in the conditions of agreement invites bids from eligible bidders for the task, as described in the bid document.

The successful bidder will be expected to complete the task by the intended completion duration specified in the bid document.

The bidder shall submit the original bid in a sealed envelope to the **Ministry of National Planning, Housing and Infrastructure**. The envelopes shall be marked and addressed as per Instructions to bidders and shall be submitted to:

Ministry of National Planning, Housing and Infrastructure

Ameenee Magu

Male',

Republic of Maldives

Fax No: 3004123

Tel No: 4004700

Email: Procurement@planning.gov.mv or hudha.gani@planning.gov.mv



On 1000 Hours, on the 01st December 2020

2.2 Bid Documents

The task, bidding procedures and agreement terms are prescribed in the bid documents, which consist of:

- (a) Invitation to Bid
- (b) Instructions to Bidders
- (c) Detailed Terms of Reference for the Website Development
- (d) The Conditions of Agreement
- (e) Form of Bid
- (f) Agreement Form

The Bidder shall examine all parts of the Bid Documents, including but not limited to instructions, forms and terms in the Bid Documents. Failure to furnish all information required by the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

2.3 Cost of Bid Preparation

The Bidder shall bear all cost associated with the preparation and submission of his Bid and Client will in no case be responsible or liable for those costs.



2.4 One Bid per Bidder

Each Bidder shall submit only one Bid by itself or as a partner in a joint venture or as an association. A Bidder who submits or participates in more than one Bid will be disqualified.

2.5 Clarification of Bid Documents

A prospective Bidder requiring any clarification of the Bid Documents may notify the Client in writing or by cable (“cable includes facsimile and internet”) at the Client’s address indicated in this document. The Client will respond to any request for clarification received earlier than **29th November 2020, 1200hrs**. Copies of the Client’s response will be forwarded to all prospective Bidders, including a description of the inquiry, but without identifying its source.

2.6 Amendment of Bid Documents

The Client may, **1 day prior** to the date of deadline for submission of Bids, modify the Bid Documents by issuing addenda. Any addendum thus issued shall be part of the Bid Documents and shall be communicated in writing or by cable to all Bidders. Prospective Bidders shall acknowledge the receipt of each addendum to the Client by cable. To give prospective Bidders reasonable time to take an addendum into account in preparing their proposals, the Client shall extend, as necessary, the deadline for submission of the proposals.



2.7 Information provided with Bid /Qualification of Bidders

Bidders shall include the following information with their Bids:

- a. Profile of the company or agency, giving account of previous works as specified in the terms of reference.
- b. If bid is submitted by an individual, curriculum vitae giving complete details of qualifications and professional experience.
- c. A brief description of the Bidder's experience in works of a similar nature and volume for each of the last two years.
- d. Certified copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.
- e. Any other pertinent information the Bidder may wish to submit.
- f. Work schedule of how works specified in 3.0 (Terms of Reference) will be carried out.

2.8 Eligibility Criteria

Any bidder without the following criteria will not be awarded the contract:

- a. If information required at clause 2.7 is not included at the time of submission of bids.

2.9 Language of Bids

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Client shall be written in the **English or Dhivehi language**.



2.10 Form of Bid

The Bidder shall complete the Form of Bid furnished in the Bid Documents.

2.11 Bid Sum

Notwithstanding any other requirement of the Bid Documents Bidders are advised that they shall be wholly responsible for and shall include in their rates all the costs associated with carrying out the Task as described.

2.12 Bid Currency

Prices quoted by the Bidder shall be in Maldivian Rufiyaa (MVR)

2.13 Period of Validity

Bids shall remain valid for 45 days after the date of Bid opening specified in the Invitation for Bids or any other date that is the subject of a Bid amendment. A Bid for a shorter duration shall be rejected as a non-responsive Bid.

Client may request that the bidders extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing.

2.14 Pre-Bid Meeting

A Pre bid meeting will be held at **25th November 2020, 1100hrs**. Queries raised by bidders will be answered on the pre bid meeting.

For issues which may need further clarification bidders are requested to submit those issues in writing or by fax, e-mail (hudha.gani@planning.gov.mv or procurement@planning.gov.mv) not later than **29th November 2020, 1200hrs**



2.15 Format and Signing of Bid

The Bidder shall submit an original of the Bid.

The Bid shall be typed or written in indelible ink and shall be signed by an authorised person or persons. A power-of-attorney accompanying the Bid shall indicate the authorisation.

The Bid shall contain no interlineations, erasures or overwriting except where necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

2.16 Deadline for submission of Bids

Bids shall be received by Client at the address specified above not later than the date and time stated in the Submission of Bids.

Client may, at its discretion, extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of Client and bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

2.17 Late Bids

Any Bid received after the deadline for submission of Bids prescribed above shall be rejected and returned unopened to the Bidder.



2.18 Modification or Withdrawal of Bids

The bidder may modify or withdraw his bid by giving notice in writing before the deadline prescribed for submission of bids.

No bid may be modified after the deadline for submission of bids.

2.19 Bid Opening

Bidders are advised to attend the Bid opening. Bids shall be opened immediately after the above deadline, **(1000hrs on 1st December 2020)** at Client office.

Late bids shall be returned unopened.

2.20 Clarification of Bids after opening

To assist in the examination, evaluation, and comparison of bids Client may, at its discretion, asks any bidder for clarification of his bid. The request for clarification and the response shall be in writing and no change in the prices or substance of the bid shall be sought, offered, or permitted.



2.21 Preliminary Examination

Client shall examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

Bids determined to be substantially responsive will be checked by Client for any arithmetic errors.

Prior to the detailed evaluation Client shall determine the substantial responsiveness of each bid. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.

Client's determination of the responsiveness of a bid is to be based on the content of the bid itself without recourse to extrinsic evidence.

A bid determined as not substantially responsive shall be rejected by Client and cannot subsequently be made responsive by the Bidder by correction of the non-conformity.

Client may waive minor informality or non-conformity or irregularity in a bid provided that in so doing it does not constitute a material deviation, provided also that such waiver does not prejudice or affect the relative position of any other bidder.



2.22 Evaluation and Comparison of Bids

Client shall evaluate and compare only bids determined to be substantially responsive to the requirements of the Bid Documents.

2.23 Contacting Client

Except for any enquiry with respect to a clarification of the Bid Documents, Bidders shall not contact Client or other Bidders during the execution of these Bid procedures. Any Bidders that does so shall risk disqualification from the Bid at the discretion of Client. Any effort by a bidder to influence Client in the bid evaluation, Bid comparison or Contract Award shall result in the rejection of that Bidder's Bid.

2.24 Award of Contract

The determination of the successful Bidder will take into account the Bidder's technical and professional ability. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in addition to any other information that the Client deems necessary and appropriate.

2.25 Award Criteria

The Client may, if it deems necessary, further negotiate the award of the Contract with the successful Bidder provided however that the Bidder still has the capability and resources to carry out the Contract effectively as determined by the Client.



2.26 Client's Right to Accept Any Bid or to reject any or All Bids

The Client reserves the right to accept or reject any Bid, and to annul the Biding process and reject all Bids at any time prior to 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 the Client's action.

2.27 Notification of Award

Prior to the expiry of the period of Bid Validity the Client will notify the successful Bidder in writing by letter that its Bid has been accepted.

The notification of award together with the successful Bidder's Bid shall be a binding Agreement pending the signing of the Contract Agreement for the execution of the Task required as per the Conditions of Agreement.

2.28 Signing of Contract

At the same time that it notifies the successful Bidder that its Bid has been accepted, the Client will prepare and send to the Bidder the final Contract Agreement provided in the Bid Documents, incorporating any further understandings or agreements reached between the parties.

Within 3 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Client

2.29 Advance payment

An advance payment will not be paid for the Developer.

2.30 Contract Period

Contract period is from once the contract is signed till the end of one year free maintenance period stated in Terms of Reference.



3.0 DETAILED Terms of Reference for Development of website for Ministry of National Planning, Housing and Infrastructure

3.1 INTRODUCTION

Ministry of National Planning, Housing and Infrastructure was established with the combination of Ministry of National Planning and Infrastructure and Ministry of Housing and Urban Development. Ministry website is being used to provide citizens of Maldives with the news and work we do. The website is also visited internationally as we advertise various job postings and projects internationally. However within the recent months, our mandate has expanded and current site does not fully cater to our needs for the public. Thus, Ministry wants to develop a website for the ministry with a complete re-design that is focused on ease of use and access.

3.2 BACKGROUND

The newly created website will be targeted for both local citizens and international audience.

3.3 SCOPE

Develop website as per requirements outlined below.

By Modules wise;

Module 1: Website front-end Designing

Module 2: Designing and Implementation of System Architecture for Website Custom CMS

Module 3: Website back-end features development

Module 4: Website front-end implementation

Module 5: CPD Portal back-end modules development



Module 6: CPD Portal front-end implementation

And the website must include below requirements;

3.3.1 Module 1 Front-end designing

Layout:

The design should focus on ease of finding information and less hierarchical order. Design should use HTML5 and CSS3. Responsive design practices should be used to make layout fit for mobile and tablet users. Website should provide an English version as well as a Dhivehi version. Both versions should be consistent with color schemes. Focus on less scrolling and ease of finding information. CSS3 animations and transitions are highly encouraged.

All the pages should contain a link to home page. All the pages should contain social media icons for Facebook, Twitter and Instagram which will take to appropriate social media website. Footer should have secretariat@planning.gov.mv as contact address. Home page should contain links to other related government institutions such as Maldives Land and Survey Authority, and Magey hiyaavehi and webpages to international projects and portals under ministries mandate. Home page should have a quick-update section to automatically list new entries from Jobs, Press Releases etc. and navigate to the respective section if clicked. Latest three press releases should also be available to view in home page. Most importantly as the ministry is responsible for the infrastructural projects of the government the website should be able to show all the projects with progress as per the given layout. We will be providing a sample layout of the website design and the party shall design the website based on the sample layout.



3.3.2 **Module 2:** Designing and Implementation of System Architecture for Website Custom CMS

Website will be updated by several people in the ministry. Each person who is authorized to make changes will have a user name and a password to login. The user may belong in one or more set of groups. Each group has specific permissions that restrict the changes that can be brought by the group. How these roles are applicable to the site is mentioned below:

	Administrator	HR	CID	Planning	Me
Manage users and groups	Yes				
Manage Job advertisements	Yes	Yes			
Press releases	Yes				Yes
News	Yes				Yes
LUP	Yes			Yes	
Publications	Yes				Yes
Announcements	Yes				
Political Appointees structure	Yes				
CPD portal management	Yes		Yes		
Lookup History trail	Yes				



Make/ Download/ Restore Backups	Yes				
Maintenance operations	Yes				

There will be more user groups than outlined above. Details of these user groups will be discussed in the coming pages. All delete operations in the dashboard should have a confirmation dialog asking if the user really wants to continue the delete operation.

Ministry publishes various categories of information. They are as follows. There should be a separate section for each item stated here.

Module 3 Backend Features Development

Client must start developing the backend based on the above mentioned system architecture.

Module 4 Front end Implementation



Client must start developing the front end implementation based on the sample layout provided by ministry.

3.4.2.2 Jobs

This section will be used to publish all announcements / cancellations and extensions of jobs. The home page should have a link to navigate to this section and when new jobs are added, homepage should indicate (in a quick-updates area) that new jobs are added.

- When the page loads, present jobs with following data

No.	Detail	Validation
1	lulaan number	None
2	Job Description	None
3	Due date	Should not be earlier than published date
4	Section	None
5	Download Link	N/A

- Site should have features to search by lulaan Number, Job Description. Search should have a checkbox to filter results if it has expired or not. One text input field to search lulaan number, job description and section. Search should occur in real-time as keys are pressed. Place this at the top.
- When clicking a specific job download link, user will be able to view the advertisement as PDF using an in-page viewer and be able to print/download if required
- Include contact number for recruitment. This will be also available at the top.
- Site should automatically hide expired job advertisements or marked in red.
- Dhivehi version of the website should contain the same content except in Dhivehi. Field names are their Dhivehi versions.
- Looks of this section should be similar to gazette website (<http://www.gazette.gov.mv/>)



From the administrative panel, user should be able to:

- Add job advertisements
 - This will be done by filling the following fields and uploading a PDF of the ad:
 - Lulaan Number (text field)
 - Due date (date)
 - Job Description
 - Section (text field)

Each such addition of a job advertisement should have an option to automatically update Ministry's Facebook page and tweet via Ministry's Twitter account.

- List all job advertisements
- Remove Job advertisements.
- Features to amend or extend Job advertisements and if extended, marked as extended (highlighted as such) in the published site.
- When new jobs are added, mark them as new for seven days.
- Permission to manage job advertisements is given to users in HR group.

3.4.2.3 Press Releases

From time to time, Ministry releases press briefing and interviews conducted.

- Show all press releases published by the ministry.
- Each press release has a Title and a Date.
- This page should also support search feature like that was mentioned in Jobs section.
- These press releases are mostly text based and formatted. The page should be able to embed audio and video clips if required. Sometimes pdfs may be published directly without writing and formatting in the website.
- PDFs once published will be available to view and download or print using an in -page viewer and it should support printing and downloading

Fields of Press Releases are:

- Title
- Date



- Press release text (This text will contain such as formatting, using multiple fonts of different sizes, pictures etc.)
- Video link (maybe blank, will contain a url of a youtube video that will be embedded in the press release)
- PDF link (may be blank, if present, show a link which will show the in-page viewer similar to jobs section)

In the administrative panel, for this section, user should be able to add, delete, and hide press releases as needed. Press releases also should have option to update Facebook page and Twitter automatically when needed. It should also have option to post to quick-updates in Home page. Users in Media group manage this section.

3.4.2.4 Forms

These are application forms for various services provided by the ministry.

Forms are categorized. (eg: General, HR)

Each category has a **Title** and a **List of forms** available. Forms maybe in PDF, Word or excel or in ZIP files.

Forms once published in PDF will be available to view/download or print using an in-page viewer. Form name and published date should be visible for each entry.

- Each form category will have a user group associated with it. A user belonging to that group will have access to upload or make changes to that category. A user can have access to multiple categories by associating the user with multiple such groups.
- In admin panel, user belonging to administrator group should be able to add/remove/modify categories as needed. While creating a category, administrator will have to select a user group which will manage the category.
- User that has access to a category should also be able to add forms after choosing a category (if the user belongs to multiple groups) and a published date.



- There should be a real-time search function to search titles that match any form in any category.
- Some forms may have related documents such as maps or some other documents. If there are such related documents, make it available as a related document to that form. It should be able to link to specific PDFs in laws/regulation page in addition to just downloading the form.

3.4.2.5 Services

As one of the prime ministries of the government, there are many services within the branches of the ministries including, general services and different government authorities, hence this tab should allow the public to see all the services in a glimpse.

3.4.2.6 News

In addition to press briefings, Ministry also publishes news articles on Minister's trips and various events. This section is very similar to the Press releases section, but published items are only news. Before publishing a news item, Update Facebook page and the website with news in a single publish click or post a link as a status message in Facebook page. Permission to manage news section is given to users in Media user group.

3.4.2.7 Publications

- Video and Photo Gallery

These are two separate galleries. Each gallery will have albums to choose videos or photos from.

Upon clicking an album, user can view all the photos or videos in the album. Gallery albums (both photos and videos) have these fields:

- Date published,



By default, it will list the current year and current month.

Iulaan list will be a table with following fields:

- Iulaan Number
- Title
- Published date
- Expiry Date

Users should be able to search according to iulaan title. Search should be real-time as described in the jobs section. Expired iulaans should remain hidden.

This section is maintained by users in secretariat group. Provide administrative interface for users in Secretariat to manage iulaans including option to post to quick updates are in home page. The interface should support doing actions in bulk and optionally posting to Facebook and Twitter. The layout for this section should also be similar to gazette website.

3.4.2.10 Global calendar to post Ministry events

This will probably be a side bar or a widget. There will be a calendar and a list of events in that selected date. This will be linked to a public Google calendar to pull the data from. In admin panel, person can specify the URL of the Google calendar to which the data can be pulled. The permission to change the URL is given to users in secretariat group.

3.4.2.11 Phone directory

This page contains a list of phone numbers grouped into various sections. And it should come under contact use page.

3.4.2.12 Office section descriptions

This will be a set of submenus that is exactly the same as hierarchy of the organization structure. Clicking each submenu item will show the description of works that are done in that unit. This description is multiline and properly formatted with pictures.



Registries

Includes the services that are to be available on the online platform.

- Contractor Registry: All Local and foreign contractor's registry, with filters to the categories and types of works.
- Checker Registry: All approved structural and Architectural Checker Registry of MNPHI
- Design Registry: All approved structural and Architectural Designer Registry of MNPHI
- Building Inspector Registry: Categories and Registry of MNPHI Approved Inspectors with Grading system.
- BCA Registry: All building Consent Authorities Registry of Maldives.
- Associations Registry: All Associations Registered in MNPHI with their information and works.
 - Architects Association of Maldives
 - MNACI
 - Association of Civil Engineers
- Laboratory Registry: All registered laboratories for Construction Material Testing and sampling in MNPHI
- Project License Registry: All Contractors registered for Project License Registry in MNPHI
- Consultants Registry: All Consultants Registered in
- Practitioner Registry: All Practitioners Registered in MNPHI

3.4.2.17 Focus Areas

Consists the highlights of the works that are been done within the Department. As per the Departments division into Sections, different aspects of works are being carried out, following are the tabs which will be included,

- Quality Control: As the quality is one of the most significant aspect in construction, works done are focused to promote and control the quality of this sector.



3.4.2.23 Quick updates

This section is used to portray quick news items. This section includes one or two photos and few formatted paragraphs. This section is used to post events such as meetings that are held in the ministry. Updates that does not account for a special news item go here.

3.4.2.24 Other features

- **Language support**

The whole site should be available in Dhivehi and English. Website should use Unicode. Clicking a button on the website should change the layout to Dhivehi. The administrative dashboard should be available in English only. As website will be available in English and Dhivehi, administrative panel should support adding the Dhivehi wordings of titles and other fields.

- **Searching in Dhivehi**

All search operations should be available to search in Dhivehi in the Dhivehi version of the site. Real-time search mentioned in sections need not be available for mobile devices.

3.5 OTHER REQUIREMENTS

3.5.1 Duration of work

Duration of work should not be more than 60 days from the time of signing the contract.

3.5.2 Duration of maintenance

The party must provide maintenance support one year from the date of uploading the website.

3.5.3 Work that can be done in maintenance period



During the maintenance one year, design changes, sections and certain requirements may need to be modified. The support for this year should be free.

During the maintenance one year, the party must integrate future internal portals to website via a secure API (Eg: CIDD Portal Integration to Website).

3.5.4 Project details

Bidder must provide project details / milestones and present them in a Gantt chart when submitting the bid.

3.5.5 Browser support

Internet Explorer 9+

Mozilla Firefox 10+

Google Chrome 10+

Although website targets these browser versions, users from older browsers should be able to do basic operations like downloading and searching although the layout may not be consistent.

3.5.6 Source code and license

Source code, assets copyright shall be transferred to Ministry after the free maintenance period is over. Source code includes un-minified and uncompressed javascript files. Source code should be properly documented.

In the bid, bidder should state application frameworks, toolkits, databases and CMSes that will be used. All such tools should be Open Source solutions.

3.5.7 Backups and maintenance

Users in administrator group should be able to create complete backups of whole website including user uploaded files. These backups should be able to re store as needed. In addition to that, webhost should also make automatic backups weekly and show restore options in the administrative panel.



3.5.8 Security

All inputs either by public users (search/contact form) / portal users/ users of any user group should be properly sanitized or properly checked for SQL injection and XSS attacks before accepting. We may run several Fuzzing tests before making the website available to public. User passwords should be stored as salted hashes.

3.5.9 Webhosting details

Ministry will provide a hosting space for the website, which should be outside Maldives.

3.5.10 Analytics

Website should use Google Analytics to capture visitor statistics.

3.5.11 Data Migration

Developer must provide data migration services from the existing website to the new host. The data to be migrated are:

- Announcements
- Downloads
- Pages
- Photo Gallery
- Video press releases

3.5.12 Domain name service registration

There is no need for a domain name registration as domain is provided by Dhiraagu. Bidder need not provide domain registration service.

3.6 Scoring criteria



Scoring is given according to percentages.

They are

- Delivery time (20%)
 - o Delivery time is specified as maximum 60 days. However, if delivery date specified by the bidder is lower than 60 days, score is calculated according to the formula below.
 - o $\text{Delivery time} = (\text{minimum delivery time from all bidders}) / (\text{delivery time}) * 20$
- Price (70%)
 - o 50% given to the lowest priced bidder and weighted according to formula below.
 $\text{Price} = (\text{minimum price}) / (\text{price}) * 70$
- Experience (10%)
 - o One percent for each reference letter specified in portfolio (that relates to website development) till maximum 10 percent.



4.0 CONDITIONS OF AGREEMENT

4.1 Definition

Terms that are defined in this Agreement shall have the meanings hereby assigned to them except where the context otherwise requires:

“Client”	means the Ministry of National Planning, Housing and Infrastructure
“Developer”	means the firm, individual or company who’s Bid has been accepted to carry out the Task.
“Task”	means the work described in the Detailed Terms of Reference for Developers and including such reports as specified, in respect of which the Client has engaged the Developer to perform.

Words importing the singular include the plural and vice versa where the context requires.

4.2 Obligations of the Developer

- 4.2.1 Subject to the written instruction of the Client, the Developer shall with due diligence and efficiency carry out the Task for the rates set out in his/her Bid and bound into this agreement.
- 4.2.2 The Developer shall neither seek nor accept instructions from any authority external to the Client in connection with the performance of his/her service under this Agreement.
- 4.2.3 The Developer shall, at all times whilst resident in the country, abide by the Laws and Regulations of the Republic of Maldives and respect the customs and traditions of the Republic of Maldives.
- 4.2.4 The Developer shall be responsible for carrying out the Task and programming his/her activities to follow the instructions given by the Client.
- 4.2.5 The Developer shall not assign in whole or in part, its obligations to perform under this contract, except with the client’s prior written consent.



- 4.2.6 Award of subcontractor(s) to third parties shall require prior written consent by the Client. The Developer shall notify the Client in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification in his original bid or later shall not relieve the Developer from any liability or obligation under the contract.
- 4.2.7 The Developer shall provide appropriately professionally qualified, skilled and experienced personnel to perform the Task during the period of services. The Developer's personnel shall only be used to carry out the Task with the prior written approval of the Client. The Client may instruct the Developer to remove any personnel from the Task provided there is reasonable justification resulting either from non-performance or inappropriateness of experience or application. In the event of such action being taken by the Client the Developer shall replace the personnel so removed in an expedient manner.
- 4.2.8 The Developer shall not publish, use for any purpose nor provide to a second party, any data or results emanating from the Task without the prior written approval of the Client. Failure to comply shall result in termination of the contract.
- 4.2.9 The Developer shall not, without the consent of the Client, assign the benefits or in any way transfer the obligations of this Agreement or any part thereof.
- 4.2.10 The Developer shall not perform any work, provide equipment, materials or supplies or perform any other service, which may result in any charges in excess of their Bid without the prior written approval of the Client.
- 4.2.12 The work specified shall be completed to the satisfaction of the client.

4.3. Obligations of the Client

- 4.3.1 The Client shall pay the Developer for the work he/she performs in accordance with this Agreement and as set out hereinafter.
- 4.3.2 The Client shall provide his/her approval in a timely manner.

4.4. Termination and Disputes

- 4.4.1 The Client or the Developer may terminate the Contract if the other party causes a fundamental breach of the Contract.



4.4.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following.

- The Developer's gross misconduct or gross negligence, which shall include any matter relating to pecuniary misconduct, inability to meet deadlines without due and acceptable cause, or failure to carry out the Task to a reasonable and acceptable standard.
- If the Developer fails to complete the works within the time period specified in the contract or any extension thereof granted by Client, or if Developer progress is unsatisfactory to the Client.
- If the Developer fails to perform any other obligation(s) under the contract.
- If the Client does not pay for the invoice of completed works within 45days without giving reason by writing to the Developer.
- If the Client fails to provide such details requested by the Developer which is necessary to perform the tasks.

4.4.3 Notwithstanding the above, the Client may terminate the Contract for convenience.

4.4.4 If the Contract is terminated because of a fundamental breach of Contract by the Developer, the Client needs to pay only if the works under the clause 3.0 is fully completed by the Developer.

4.4.5 If the Contract is terminated for the Client's convenience or because of a fundamental breach of Contract by the Employer, the Client needs to pay for the works that are completed in conformance with the Contract and Clients satisfaction whether it is part of the works under the clause 3.0.

4.4.6 In the event, Client and the Developer have been unable to resolve a dispute amicably by direct negotiations; either party may refer the case to the Maldivian Courts of Law.

4.5. Payment Terms

4.5.1 The payment will be made after the acceptance of the works carried out by the Developer once the invoice is forwarded to the Client.

4.5.2 In respect of payment, the Client shall make payment to the Developer within four (4) weeks of submission of invoice as above.

4.5.3 After the website is uploaded, the Developer will invoice to client 95% of the quoted price.


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tor website new2020


Ameenee Magu, Maafannu, Male', 20392, Republic of Maldives.

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- 4.5.4 The remaining 5% may be invoiced after the free maintenance period is over.
- 4.5.5 Liquidated damages will be deducted at a rate of 0.75% per day of the total amount of contract up to maximum of 20% of total contract price.

4.6 Title Rights

The Client shall retain all property rights including but not limited to patents, copyrights and trademarks, with regard to materials, which bear a direct relation to or are made in consequence of, the services provided by the Developer to the Client in carrying out the Task

General requirements

Bids should be submitted on **1000 hrs on 1st December 2020 to:**

Ministry of National Planning, Housing and infrastructure

Ameenee Magu

Malé, Rep. of Maldives

Bids will be opened and registered in the presence of all the bidders.

Evaluation will be conducted using the following Evaluation Criteria

- Delivery time (20%)
 - o Delivery time is specified as maximum 60 days. However, if delivery date specified by the bidder is lower than 60 days, score is calculated according to the formula below.
 - o $\text{Delivery time} = (\text{minimum delivery time from all bidders}) / (\text{delivery time}) * 40$
- Price (70%)
 - o 50% given to the lowest priced bidder and weighted according to formula below.
 $\text{Price} = (\text{minimum price}) / (\text{price}) * 50$
- Experience (10%)
 - o One percent for each reference letter specified in portfolio (that relates to website development) till maximum 10 percent.



FORM OF BID

To:

Ministry of National Planning, Housing and Infrastructure

Ameenee Magu

Male’,

Republic of Maldives

Fax No: 3004123

Tel No: 4004700

Project: Development of website for Ministry of Housing and Infrastructure

Having examined the Bid Documents, and all Amendments/Addendum for the execution of the works we, the undersigned, offer to execute and complete the whole work therein in conformity with the Bid Documents for the prices quoted below.

Development of website for Ministry of Housing and Infrastructure

Service	Amount
Development and Testing of Website	

TOTAL

(.....)

We undertake, if our Bid is accepted, to commence the works within seven (07) calendar days of receipt of the letter of award and to complete the whole of the works within -----(-----) calendar days after concept approval.

We agree to abide by this Bid for a period of 60 days from the date fixed for Bid opening in the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.



Hereinafter called the "Agreement Price"

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Agreement referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) The Form of Bid;
 - (b) The Conditions of Agreement ;
 - (d) Detailed Terms of Reference for development of website;
 - (e) Amendments, if any
 - (f) Annex, if any
3. In consideration of the payments to be made by the Client to the Developer as hereinafter mentioned, the Developer hereby covenant with the Client to carry out the Task and to remedy defects therein in conformity in all respects with the provisions of the Agreement.
4. The Client hereby covenants to pay the Developer in consideration of his/her carrying out the Task the Agreement Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with the Laws of the Republic of Maldives the day and year first above written.

ON BEHALF OF MINISTRY OF HOUSING AND INFRASTRUCTURE

By: {name},{title}, , Ministry of National Planning, Housing and Infrastructure, Ameenee Magu, Male’ 20392, Republic of Maldives



WITNESS

By: {name},{title}, , Ministry of National Planning, Housing and Infrastructure, Ameenee Magu, Male’ 20392, Republic of Maldives

ON BEHALF OF THE DEVELOPER

By: Mr. [Name], Managing Director, [Company name], [Address], Male, Republic of Maldives

WITNESS

By: Mr. [Name], Director, [Company name], [Address],