

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ



Ministry of Climate Change, Environment and Energy
Republic of Maldives

**DIGITAL MALDIVES FOR ADAPTATION, DECENTRALIZATION AND
DIVERSIFICATION (DMADD) PROJECT
P177040**

REQUEST FOR QUOTATION

for

Development of a website for effective project communication

RFQ No.: DMADD-2-2024

Issued on:

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Section I. Instructions to Bidders (ITB)

A: GENERAL	
1. Scope of Service	<p>1.1 The Government of the republic of Maldives through the Ministry of Environment, Climate Change and Technology invites you to submit Quotations for the Services specified in Section IV, Terms of Reference.</p> <p>1.2 The name and identification number of this Request for Quotation (RFQ) are specified in the Data Sheet.</p>
2. Fraud and corruption	<p>2.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:</p> <p style="margin-left: 40px;">(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="margin-left: 80px;">(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p style="margin-left: 80px;">(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p style="margin-left: 80px;">(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p style="margin-left: 80px;">(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p>

	<p>(v) “obstructive practice” is</p> <ul style="list-style-type: none">(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or(b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 2.1 (e) below. <p>(b) will reject a proposal for award if it determines that the supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;</p> <p>(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;</p> <p>(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and</p> <p>(e) will have the right to require that a provision be included in documents and in contracts financed by a Bank loan, requiring suppliers, and contractors and</p>
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	<p>their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the Quotation submission and contract performance and to have them audited by auditors appointed by the Bank.</p>
<p>B: CONTENTS OF DOCUMENTS</p>	
<p>3. Contents of documents</p>	<p>3.1 The documents consist of the Sections indicated below and should be read in conjunction with any modifications issued in accordance with Data Sheet.</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet • Section III. Evaluation and Qualification Criteria • Section IV. Terms of Reference • Section V. Quotation Submission Form • Section VI: Price Schedule • Section VII: FIN Forms • Section VIII: Contract Form <p>3.2 The bidder is expected to examine all instructions, forms, terms, and requirements in this Invitation. Failure to furnish all information or documentation required by this Invitation may result in the rejection of the Quotation.</p> <p>3.3 A prospective bidder requiring any clarification of this Document shall contact the Employer in writing at the Employer’s address specified in the Data Sheet. The Employer will respond in writing to any request for clarification, provided that such request is received no later than three (03) working days prior to the deadline for submission of Quotation. The Employer shall forward copies of its response to all those who have received the request, including a description of the inquiry but without identifying its source.</p>

C: PREPARATION OF QUOTATIONS	
4. Documents comprising your Quotation Submission	<p>4.1 The Quotation shall comprise the following and any other documents specified in the Data Sheet:</p> <ul style="list-style-type: none"> a) Quotation Submission Form. b) Price Schedules; and c) Qualification d) Letter of Commitment
5. Quotation submission form and price schedules	<p>5.1 The bidder shall submit the Quotation Submission Form using the form furnished in Section V. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>5.2 Alternative offers shall not be considered.</p>
6. Prices and discounts	<p>6.1 Unless specifically stated in the Data Sheet, all items of service must be priced separately in the Price Schedules.</p> <p>6.2 The price to be quoted in the Quotation Submission Form shall be the total price of the Price Schedule, including any discounts offered.</p> <p>6.3 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account. A Quotation submitted with an adjustable price shall be treated as non-responsive and may be rejected.</p>
7. Currency	<p>7.1 The bidder shall quote only in Maldivian Rufiyaa.</p>
8. Documents to establish the conformity of the services	<p>8.1 The bidder shall furnish as part of its Quotation the documentary evidence that the Services provided conform to the requirements specified in Section IV, "Terms of Reference".</p> <p>8.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</p>

	8.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.
9. Period of validity of Quotation	9.1 Quotation shall remain valid for the period of One Hundred Twenty (120) days after the quotation submission deadline date.
10. Format and signing of Quotation	10.1 The Quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the bidder.
D: SUBMISSION AND OPENING OF QUOTATION	
11. Submission of Quotation	<p>11.1 Bidder may submit their Quotation by post mail or by hand in sealed envelopes addressed to the Employer bearing the specific identification of the RFQ number.</p> <p>11.2 If the Quotation is not submitted in a sealed and marked envelope as required, the Employer will assume no responsibility for the misplacement or premature opening of the quotation.</p>
12. Deadline for submission of Quotation	12.1 Quotation must be received by the Employer at the address set out in Section II, Data Sheet , and no later than the date and time as specified in the Data Sheet .
13. Late Quotation	13.1 The Employer shall reject any quotation that arrives after the deadline for submission of quotation, in accordance with ITB Clause 12.1 above.
14. Opening of Quotation	14.1 The Employer shall conduct a public opening of the Quotation at the address, date and time specified in the Data Sheet .
E: EVALUATION AND COMPARISON OF QUOTATION	
15. Clarifications	15.1 To assist in the examination, evaluation and comparison of the quotation, the Employer may, at its discretion, ask any bidder for a clarification of its quotation. Any clarification submitted by a bidder in respect to its quotation which is not in response to a request by the Employer shall not be considered.

	15.2 The Employer’s request for clarification and the response shall be in writing.
16. Responsiveness of Quotations	<p>16.1 The Employer will determine the responsiveness of the Quotation to the documents based on the contents of the quotation received.</p> <p>16.2 If a quotation is evaluated as not substantially responsive to the documents issued, it may be rejected by the Employer.</p>
17. Evaluation of Quotations	<p>17.1 The employer shall determine to its satisfaction whether the bidders that have been assessed to have submitted substantially responsive bids are eligible, and meet the qualifying criteria specified in section iii, evaluation and qualification criteria.</p> <p>17.2 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified ITB</p> <p>17.3 To evaluate a quotation, the employer may consider the following:</p> <ul style="list-style-type: none"> - the price as quoted; - price adjustment for correction of arithmetical errors; - price adjustment due to discounts offered. <p>17.4 The employer’s evaluation of a quotation may require the consideration of other factors, in addition to the price quoted if stated in section ii, Data Sheet. these factors may be related to the characteristics, performance, and terms and conditions of the service hired.</p>
18. Employer’s right to accept any Quotation, and to reject any or all Quotations	18.1 The Employer reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to acceptance, without thereby incurring any liability to bidders.
F: AWARD OF CONTRACT	
19. Standstill Period	19.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10)

	<p>Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.</p>
<p>20. Notification of Intention to Award</p>	<p>20.1 The Employer shall send to each Bidder (that has not already been notified that it has been unsuccessful), the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) the name and address of the Bidder submitting the successful Bid; (b) the Contract price of the successful Bid. (c) the total combined score of the successful Bidder; (d) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated and technical scores; (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
<p>21. Acceptance of the Quotation</p>	<p>21.1 The Employer will accept the quotation of the bidder whose offer has been determined to be the Most Advantageous quotation and is substantially responsive to the documents issued.</p>
<p>22. Notification of acceptance</p>	<p>22.1 Prior to the expiration of the period of validity of quotation and upon expiry of the Standstill Period, the Employer will notify the successful bidder, in writing, that their quotation has been accepted.</p>
<p>23. Signing of Contract</p>	<p>23.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.</p> <p>23.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt</p>

Section II: Data Sheet

1.2	<p>The name and identification number of this Invitation for Quotation is:</p> <p>Development of a website for effective project communication</p> <p>RFQ No.: DMADD-2-2024</p>
3.3	<p>Employer's address is:</p> <p>Project Manager Project Management Unit Ministry of Climate Change, Environment and Energy Digital Maldives for Adaptation, Decentralization and Diversification (DMADD) Project National Centre for Information Technology (NCIT), 64, Kalaafaanu Hingun, Male' 20064, Republic of Maldives Tel: +(960)330-2253 Email: procurement.dmadd@environment.gov.mv CC: shama.ahmed@environment.gov.mv</p>
4.1	<p>a) If bidder is a company:</p> <ul style="list-style-type: none"> - Company registration certificate (issued in Maldives); and - GST registration certificate (if applicable) - Copy of notification of TAX registration - Copy of SME Registration <p>b) If bidder is Sole Proprietorship:</p> <ul style="list-style-type: none"> - Business registration certificate (issued in Maldives); and - GST registration certificate (if applicable) - National ID card copy. - Copy of notification of TAX registration - Copy of SME Registration <p>c) Company/Supplier Profile</p>
12.1	<p>Address for submission of quotations is:</p> <p>Ministry of Climate Change, Environment and Energy Digital Maldives for Adaptation, Decentralization and Diversification Project National Centre for Information Technology (NCIT), 64, Kalaafaanu Hingun, Male' 20064, Republic of Maldives Tel: +(960)330-2253 Email: procurement.dmadd@environment.gov.mv</p>

	<p>Deadline for submission of Quotation is:</p> <p>Date: February 26, 2024</p> <p>Time: 11:00 AM local time</p>						
14	<p>The quotations shall be opened at the following address:</p> <p>Ministry of Climate Change, Environment and Energy Digital Maldives for Adaptation, Decentralization and Diversification (DMADD)Project National Centre for Information Technology (NCIT), 64, Kalaafaanu Hingun, Male’ 20064, Republic of Maldives Tel: +(960)330-2253 Email: procurement.dmadd@environment.gov.mv</p> <p>Date: February 26, 2024</p> <p>Time: 11:01 AM local time</p>						
17.1	<p>Bidders that have been assessed to have submitted substantially responsive Bids are eligible, and meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria will be qualified for financial evaluation</p>						
17.2	<p>Evaluation will be conducted for the specific categories outlined in Section III. All bidders who have submitted the required documents will be evaluated.</p>						
17.3	<p>Financial Evaluation</p> <table border="1" data-bbox="416 1041 1385 1207"> <thead> <tr> <th>#</th> <th>Description</th> <th>Points (%)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td> Price $\frac{\text{Lowest price proposed}}{\text{Proposed price}} \times 100$ </td> <td>100</td> </tr> </tbody> </table> <p>a. The proposal would be qualified to this stage after being assessed in pre-evaluation and technical evaluation (Section III: Evaluation and Qualification Criteria). In this evaluation, the proposals would be compared to their proposed price to complete the project.</p>	#	Description	Points (%)	1	Price $\frac{\text{Lowest price proposed}}{\text{Proposed price}} \times 100$	100
#	Description	Points (%)					
1	Price $\frac{\text{Lowest price proposed}}{\text{Proposed price}} \times 100$	100					

Section III: Evaluation and Qualification Criteria

1. All Bidders shall include the following information and documents with their Bids:
 - (a) Documents Stated in Section II: Data Sheet 4.1
 - (b) Experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts
 - (c) Reports on the financial standing of the Bidder, such as profit and loss statements for the past three years;
 - (d) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

2. To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:
 - (a) Annual volume of Services of at least the amount specified **below**;
 - (b) Experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified **below**;
 - (c) Suitably qualified key personnel specified below; and
 - (e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **below**.

3. Qualification Requirements

Experience	<ul style="list-style-type: none"> • The firm must have proven track record with 5 years' experience of designing and developing websites using Laravel Frameworks • Experience would be considered to minimum of 4 work completion letter that addressed to relevant work (Experience would be considered to all submitted letters which are addressed to relevant work (Development of a website) (value equivalent or higher than MVR 50,000) completed within the past 5 years).
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<p>Key Personnel</p>	<p>Website Developer Qualification</p> <p><u>a) Academic qualification</u></p> <ul style="list-style-type: none"> • Minimum Qualifications: Level 5 standard approved by Maldives Qualifications Authority in the field of Software Engineering, web development or relevant field. <p><u>b) Experience</u></p> <ul style="list-style-type: none"> • At least 4 years of hands-on experience in website development and maintenance. • Experience and advanced knowledge in web design, programming languages, database technologies, content management systems (such as JavaScript, jQuery, HTML, XHTML, WordPress, Laravel, CSS, XML, MySQL, SQL Server, .Net frameworks, PHP); • Proven track record of successfully implemented project in website development and maintenance using WordPress. • Demonstrated expertise in identifying and resolving plugin compatibility issues. • Familiarity with web security best practices and implementation. • Excellent writing and communication skills in dhivehi and english language
<p>Financial Situation</p>	<ul style="list-style-type: none"> • To be eligible the financial statements of the bidding party must show, minimum annual turnover of MVR 50,000.00, for the years 2020,2021 and 2022. (or) • To be eligible the financial statements of the bidding party must show, Minimum value of MVR 50,000.00, for liquid asset, year 2020,2021 and 2022. (or) • If the bidding party is unable to meet any of the above requirement they shall submit “Line of Credit Letter” as per the template in FIN Form 4. (Credit limit shall be no less than MVR 50,000.00)

Section IV: Terms of Reference

1. INTRODUCTION

The Government Strategic Action Plan 2019-2023 outlines an ambitious agenda for digital development as a key step towards economic diversification. The Digital Maldives for Adaptation, Decentralization and Diversification (DMADD) Project (P177040), aims to support the Maldives in its digital transformation. The DMADD project is funded by a grant from the World Bank and is implemented by the Ministry of Climate Change, Environment and Energy (MCCEE). The key stakeholders include the National Centre for Information Technology (NCIT), the Communications Authority of Maldives (CAM) and the Department of National Registration (DNR).

The proposed Project aims to enhance the enabling environment for the digital economy in Maldives, to improve identification for in-person and remote service delivery, and to leverage data and analytics for a green, resilient, and inclusive development. It is designed around three components and the proposed activities are conceived following the country's priorities and funding needs in the medium term. The components are as follows:

Component 1: Enabling environment for improved digital connectivity and competitiveness

- 1.1. Improving regulatory frameworks, oversight, and enforcement for a competitive broadband market
- 1.2. Empowering public institutions for digital transformation in Government

Component 2: Digital identification for improved online and in-person service delivery

- 2.1. Legal and institutional enablers and safeguards for secure data and identity management
- 2.2. Modernizing of the foundational ID system and credential
- 2.3. Strengthening the digital authentication ecosystem

Component 3: Digital technologies and data platform for climate resilience

- 3.1. Establishing a climate data platform
- 3.2. Leveraging digital technologies and tools for climate adaptation

2. BACKGROUND

The project needs to have an effective and official project communication platform. Therefore, an official website of the project needs to be put online to communicate the project components to the public and stakeholders.

The website will be a centralized and dynamic platform that serves as a reference point for stakeholders, showcasing the progress and achievements of the Digital Maldives for Adaptation, Decentralization, and Diversification (DMADD) project. It will act as the communication hub and act as the primary communication tool to disseminate timely and accurate information about the ongoing activities, milestones, and developments within the DMADD project. The website will provide stakeholders with an official centralized location to access project-related resources, including policies, guidelines, research findings, and project documentation and facilitate knowledge sharing and collaboration among stakeholders by offering a platform to share insights, lessons learned, and best practices.

By openly sharing project updates, financial information, and performance metrics, the website will also enhance transparency and foster engagement with stakeholders, including government agencies, partners, communities, and the public. The website will also provide a mechanism for accountability by showcasing the responsible and effective use of resources allocated to the DMADD project.

Finally, the website will act as an archival repository for project-related documents, reports, publications, and multimedia content preserving a comprehensive and accessible historical record of the DMADD project's evolution, showcasing its inception, progress, and outcomes.

3. OBJECTIVE

The objective of this assignment is to engage a qualified firm to design and develop a website with the System Requirement Specifications (SRS) features stated in the Annex A of this document.

4. SCOPE OF WORK

This section outlines the comprehensive scope of work to be undertaken by the contracted firm in the design, development, and publishing of a website. The firm is expected to execute all necessary tasks to ensure the successful delivery of a fully functional and aesthetically pleasing website, as detailed in section 5 of this document.

- 4.1. Conduct research to understand the client's brand identity, objectives, and target audience. Subsequently, the firm will generate conceptual design ideas, presenting wireframes and design mockups for client review and approval. Client feedback must be diligently incorporated, and necessary revisions will be applied to refine and finalize the website design. Much of the details are covered in Annex A of the TOR.
- 4.2. Employing industry best practices, the firm will translate the approved design into a fully functional website built on the latest Laravel Framework. This includes ensuring the website's responsiveness, user-friendliness, and compatibility across various browsers and devices. Features and functionalities will be implemented according to project requirements, followed by rigorous testing to identify, and rectify any issues, ensuring optimal performance.
- 4.3. Provide 6 months bug fixing support for the website.
- 4.4. Collaboration with the client to determine the most suitable hosting solution for the website. Subsequently, the firm will assist in configuring and deploying the website on the chosen hosting platform by the client. Final checks will be conducted to guarantee the website's live presence, ensuring accessibility to the intended audience.
- 4.5. Comprehensive documentation of the website's architecture, functionalities, and any custom code developed must be provided with clarity and conciseness. The documentation must be designed to facilitate future maintenance or updates.
- 4.6. Upon project completion, all intellectual property rights pertaining to the website design, images, videos and artwork and code will be transferred to the client. All artwork must be provided in an original editable source soft copy format.

5. DELIVERABLES AND TIMELINE

Based on the above-described general scope of work for this assignment, in close coordination with PMU the firm shall be responsible for delivering the outputs stated in the table below. The firm must submit a detailed timeline.

#	Deliverable	Duration
5.1	Present UI/UX design and functionality mockup screens in FIGMA for all the site pages and CMS workflow and present to the team.	25 days
5.2	Update and demonstrate design and functionality Approve the design and functionality	5 days from Deliverable 5.1
5.3	A fully functional live website hosted on web, that meets the requirements specified in the ANNEX A.	30 days from Deliverable 5.2
5.4	A user manual and a maintenance manual that explains how to use and maintain the website.	16 days from Deliverable 5.3
5.5	Bug fixing and maintenance support	30 days from delivery of deliverable 5.3

6. FEES

The firm is required to provide a comprehensive flat fee, including all costs and tax. This fee should be based on the deliverables specified in (Section 5) of the TOR. The fees should be quoted in Maldivian Rufiyaa (MVR).

It is important to note that the quoted lump-sum fee will remain unchanged, regardless of any potential increase in the consultancy duration, as long as the predetermined outputs are satisfactorily delivered.

7. PAYMENT SCHEDULE

Payment will be on completion to the contract terms upon submission of each deliverable, conditional upon the Ministry's approval of the said deliverable.

Completion of Deliverable 5.1 – 5.4	90%
Completion of maintenance period (Deliverable 5.5)	10%

8. INTELLECTUAL PROPERTY

All information pertaining to this project (documentation, imagery and other Physical and digital content) belonging to the client, which the Firm with a team may come into contact within the performance of his/her, duties under this TOR shall remain the property of the client who shall have exclusive rights over their use. Except for purposes of this assignment, the information shall not be disclosed to the public nor used in whatever manner without written permission of the Client in line with the national and International Copyright Laws applicable. All the material used in the project should be provided to the client with copyrights cleared.

9. QUALIFICATIONS AND EXPERIENCE

- 9.1. Must be a registered firm in the Maldives.
- 9.2. The firm must have proven track record with 5 years' experience of designing and developing websites using Laravel Frameworks
- 9.3. Website Developer Qualifications
 - a) Academic qualification
 - Minimum Qualifications: Level 5 standard approved by Maldives Qualifications Authority in the field of Software Engineering, web development or relevant field.
 - b) Experience
 - At least 4 years of hands-on experience in website development and maintenance.
 - Experience and advanced knowledge in web design, programming languages, database technologies, content management systems (such as JavaScript, jQuery, HTML, XHTML, WordPress, Laravel, CSS, XML, MySQL, SQL Server, .Net frameworks, PHP);
 - Proven track record of successfully implemented project in website development and maintenance using WordPress.
 - Demonstrated expertise in identifying and resolving plugin compatibility issues.
 - Familiarity with web security best practices and implementation.
 - Excellent writing and communication skills in Dhivehi and English language.

10. REQUIRED DOCUMENTS

- 10.1. Business Registration Certificate
- 10.2. Tax Registration Certificate
- 10.3. CV of the Developer and Certification of Qualification
- 10.4. Letter of Commitment
- 10.5. Reference letters proving work experience of 5 years provided by clients. The letter should contain Project Name, Duration, Project Value, and a contact person for verification.
- 10.6. Firm portfolio depicting the work done. This may include live links of the websites built by the firm.
- 10.7. Detailed project timeline that confirms Section 5: Deliverables and Timeline. The Firm may propose a timeline for the delivery of the website within 3 Months and Support for an additional 6 months.

11. SUBMISSION

- 11.1. The deadline for submission of the bid proposal is before 11:00AM on 26th February 2024.
- 11.2. You may submit your bid proposal through email, postal mail or by hand-delivering them in sealed envelopes addressed to the Purchaser.

Project Manager
Digital Maldives for Adaptation, Decentralization and Diversification Project (DMADD)
Ministry of Environment, Climate Change and Technology
NCIT Building
No 64, Kalaafaanu Hingun, Male' 20064, Republic of Maldives
Tel: +(960)330-2253
Email: procurement.dmadd@environment.gov.mv

ANNEX A: System Requirement Specifications (SRS)

Site Map

- The website shall have the following pages and ability of adding new top-level pages to the menu.
- Homepage
- News Page
- Photo Library
- Video Library
- Announcements
- Downloads
- Online forms

The website should have a CMS with users that are able to update the website without dependency on a technical person. See the detailed features and site maps. The contractor may propose alternative methods as long as key requirements below are met.

Home Page Content and Design Considerations

Header:

- Website Logo: Display the custom logo designed by the design team.
- Navigation Menu: Include clear and intuitive navigation links to different sections of the website (e.g., Home, News, Blog, Picture Library, Downloads).

Hero Section:

- Eye-catching Image/Video: Use a visually appealing image or video that represents the essence of the website.
- Catchy Headline: Include a concise and compelling headline that communicates the core message or purpose of the website.
- Call-to-Action (CTA) Button: Add a prominent button leading to a key action (e.g., "Explore More," "Get Started").

Featured Content:

- Highlight key news articles, blog posts, or important updates.
- Showcase visually appealing images or carousel sliders for a picture library.

Project Components and Details:

- Provide a visually organized and easily accessible section detailing the project components and sub components.

Social Media Integration:

- Display live feeds or recent posts from social media platforms such as Twitter, Facebook, Instagram, and TikTok.

- **Social Media Icons:** Include icons linking to your official social media profiles.

Video Integration:

- Embed a featured video from YouTube that introduces visitors to the content or services offered.

About Section:

- Briefly describe the purpose of the DMADD Project.
- Introduce the organization or individuals (TEAM) behind the website.

Latest Updates:

- Display a section with the latest news, blog posts, or updates from the website.

Footer:

- **Contact Information:** Provide contact details, including an email address and social media links.
- **Navigation Links:** Repeat essential navigation links for easy access.
- **Copyright Information:** Include copyright details and any necessary disclaimers.

News Page Content and Design Considerations

News Articles:

- Display a list of the latest news articles in a chronological order, with the most recent at the top.
- Each article should include:
 - **Website Logo:** Display the custom logo designed by the design team.
 - **Title:** Clearly indicating the subject of the news.
 - **Publication Date:** Identifying the person or organization responsible for the content.
 - **Author:** Showing when the article was posted or last updated.
 - **Content:** Providing a concise and informative description of the news.

Featured News:

- Highlight one or more featured news articles at the top of the page for important announcements or events.

Categories and Tags:

- Organize news articles into categories (e.g., events, updates, announcements) for easy navigation.
- Use tags to label articles with keywords, making it easier for visitors to find related content.

Images and Multimedia:

- Include relevant images, infographics, or videos to enhance the visual appeal of the news articles (linked with the Photo Library & Video Library)

Read More Links:

- Allow users to click on a "Read More" link to access the full content of each news article on a separate page.

Pagination:

- Implement pagination to manage a large number of news articles, allowing users to navigate through different pages.

Archives:

- Provide an archive section where users can access news articles from previous months or years.

Social Media Sharing:

- Include social media sharing buttons to encourage visitors to share interesting news articles on platforms like Twitter, Facebook, and LinkedIn.

Subscription Option:

- Offer a newsletter subscription option for visitors who want to receive news updates via email.

Comments Section:

- Allow users to leave comments on news articles, fostering engagement and interaction.

Search Functionality:

- Include a search bar to help users find specific news articles based on keywords.

Design Considerations

User-Friendly Layout:

Design a clean and organized layout that makes it easy for visitors to scan and access news content.

Visual Hierarchy:

Use a clear visual hierarchy to emphasize important news articles and distinguish them from regular updates.

Responsive Design:

Ensure that the News Page is optimized for various devices, providing a consistent experience across desktops, tablets, and mobile phones.

Loading Speed:

Optimize images and content to ensure fast loading times for a smooth user experience.

Photo Library Page Contents and Design Considerations:

Grid of Thumbnails:

- Display a grid layout of thumbnail images to give visitors a quick overview of the available photos.
- Organize images in a visually appealing manner, with consistent spacing and alignment.

Categories or Albums:

- Group images into categories or albums based on themes, events, or topics.
- Provide navigation options to easily switch between different categories.
- Should be able to be linked to specific news articles if required (ITEM X)

Image Details:

- When users click on a thumbnail, display a larger version of the image along with relevant details:
 - **Title:** A brief title or description of the image.
 - **Date:** When the photo was taken or uploaded.
 - **Photographer or Source:** Credit the photographer or the source of the image if applicable.

Image Navigation:

- Include navigation controls to allow users to move between images within the same category or album.
- Provide options for users to view images in a slideshow mode.

Search Functionality:

- Implement a search bar to allow users to find specific images based on keywords, tags, or categories.

Download and Share Options:

- Enable users to download high-resolution versions of images.
- Include social media sharing buttons to facilitate easy sharing of individual images or the entire library.

User Contributions:

- Allow users to submit their photos or contribute to the library, if applicable.
- Implement a submission form or a link for users to share their images with the website.

Filtering Options:

- Provide filtering options to help users refine their search based on criteria such as date, popularity, or relevance.

Lightbox Effect:

- Implement a lightbox effect that enlarges the selected image while dimming the rest of the page for a focused viewing experience.

User Comments and Ratings:

- Allow users to leave comments or ratings on individual images, encouraging engagement and interaction.

Pagination:

- If the library contains a large number of images, implement pagination to manage the display of images on multiple pages.

Design Considerations

Responsive Design:

Ensure that the Photo Library Page is designed to be responsive, adapting to various screen sizes and devices.

Consistent Branding:

Maintain a consistent design and colour scheme that aligns with the overall brand identity.

Loading Speed:

Optimize images to ensure fast loading times for a seamless browsing experience.

Clear Navigation: Design an intuitive and user-friendly navigation system to help users easily explore the library.

Accessibility:

Consider accessibility features to ensure that the Photo Library is usable by individuals with disabilities.

Announcements Section Contents:

List of Announcements by Categories:

- Organize the announcements into categories such as procurement, policy notices, HR, etc.
- Display a categorized list on the page, allowing users to filter announcements based on their interests.
- Display a list of announcements on the page, with the most recent ones at the top.

Each Announcement Entry:

- For each announcement within a category, include the following details:
 - **Title:** Clearly indicating the subject of the announcement.

- **Published Date:** The date when the announcement was officially published.
- **Deadline:** If applicable, mention the deadline associated with the announcement.
- **Cancellation Status:** Indicate if the announcement has been cancelled.

Thumbnail Image:

- Include a thumbnail image related to the announcement for a visual representation. This image could be a relevant graphic or an image associated with the content of the announcement.

Extend Deadline Feature:

- If the announcements often have deadlines that may be subject to extension, incorporate a feature to extend the deadline.
- Include a clear indication when a deadline has been extended.

Link to Official Gazette Website:

- Provide a direct link to the official government gazette website where users can find the detailed and official text of the announcement.
- Make the link prominent and easily clickable.

Details Page:

- When users click on an announcement, redirect them to a dedicated details page.
- On this page, display the full content of the announcement, along with any additional information.

Additional Information:

- If needed, include additional information such as contact details, relevant forms, or any other resources associated with the announcement.

Design Considerations
<p>Clear and Consistent Layout: Design a clear and consistent layout for each announcement, ensuring that important details like title, published date, and deadline are easily visible.</p> <p>Responsive Design: Ensure that the Announcements Section is responsive, providing an optimal viewing experience across various devices.</p> <p>Thumbnail Design: Design visually appealing thumbnails for each announcement, ensuring they are relevant to the content.</p>

Color Coding:

Consider using color coding to highlight different types of announcements or urgency levels.

Call-to-Action (CTA) Buttons:

Include clear CTA buttons, such as "Read More" or "View Details," to encourage users to access the full announcement.

Accessibility Features:

Implement accessibility features to make the Announcements Section accessible to users with disabilities.

Pagination:

If there are numerous announcements, implement pagination to manage the display on multiple pages.

Video Library Section Contents (Videos will be from DMADD Project's Youtube Channel:*Thumbnail Grid:*

- Display a grid of video thumbnails, organized by playlists or categories.
- Thumbnails should represent the content of each video and provide a visual cue for users.

Playlists:

- Organize videos into playlists based on themes, topics, or any relevant categorization.
- Each playlist can have a title, description, and a cover image that represents the overall content of the playlist.

Video Player:

- Embed a video player directly on the website to allow users to watch videos without leaving the site.
- Include controls for play, pause, volume, and Fullscreen options.

Thumbnail Preview:

- Implement a thumbnail preview feature that displays a snapshot of the video when users hover over the thumbnail.

Video Details:

- Include details such as the video title, description, upload date, and duration beneath or beside each video thumbnail.

Search Functionality:

- Provide a search bar to help users find specific videos or playlists based on keywords.

Video Navigation:

- Allow users to navigate through different pages of video thumbnails if there is a large library.
- Include pagination or a "Load More" button for ease of use.

Responsive Design:

- Ensure that the Video Library is designed to be responsive, providing a seamless experience across various devices.

Social Sharing:

- Include social media sharing buttons to allow users to share specific videos or playlists on platforms like Twitter, Facebook, and LinkedIn.

Related Videos:

- Implement a section that suggests related videos based on the user's viewing history or the current video being watched.

Playlists:

- Playlist Navigation:
 - Provide an interface for users to navigate through different playlists easily.
 - Include a thumbnail or cover image for each playlist.
- Auto-Play Feature:
 - Optionally, include an auto-play feature that automatically plays the next video in the playlist when the current one finishes.
- Customization Options:
 - Allow users to customize the order of videos within a playlist or create their own playlists.

Design Considerations

Consistent Branding:

Maintain a consistent design and colour scheme that aligns with the overall brand identity.

Thumbnail Design:

Design visually appealing thumbnails that accurately represent the content of each video.

Intuitive User Interface:

Ensure that the user interface is intuitive, allowing users to easily navigate and find the videos they are interested in.

Loading Speed:

Optimize images and videos to ensure fast loading times for a smooth user experience.

Accessibility Features:

Implement accessibility features to make the Video Library accessible to users with disabilities.

Playlist Management:

Include features for users to create, edit, and manage their playlists.

Downloads Section Contents:*File Grid:*

- Display a grid of downloadable files, organized by categories or types (e.g., PDFs, Word documents, ZIP files).
- Each file should include a thumbnail image, title, and published date.

Thumbnail Display:

- For PDF and Word documents, generate or upload cover page thumbnails to provide a visual representation of the document.
- Display thumbnails prominently for easy identification and user engagement.

Title and Published Date:

- Include the title of each downloadable file to clearly indicate its content.
- Display the published or upload date to inform users about the file's relevance and recency.

File Categories:

- Organize files into categories or folders based on topics, themes, or types.
- Provide easy navigation to help users find the files they are looking for.

Search Functionality:

- Implement a search bar to allow users to search for specific files based on keywords, titles, or categories.

Download Buttons:

- Include clear and prominent download buttons for each file.
- Ensure that users can easily initiate the download process with a single click.

ZIP File Support:

- Support ZIP file downloads, allowing users to download multiple files or folders conveniently.

File Details Page:

- Create a dedicated details page for each file that provides additional information, such as a description, file size, and any relevant metadata.

Design Considerations

Thumbnail Design:

Design visually appealing thumbnails that accurately represent the content of each file. Thumbnails for PDF and Word documents should showcase cover pages or relevant visuals.

Responsive Design:

Ensure that the Downloads Section is responsive, providing an optimal viewing experience across various devices.

Consistent Branding:

Maintain a consistent design and color scheme that aligns with the overall brand identity.

Clear File Organization:

Use clear categories, labels, or folder structures to organize downloadable files for easy navigation.

Accessible File Descriptions:

Provide detailed and accessible file descriptions to help users understand the content before downloading.

Loading Speed:

Optimize images and files to ensure fast loading times for a smooth user experience.

Download Confirmation:

Consider implementing a download confirmation message or button to reassure users that their download is in progress.

Security Considerations:

Ensure that all files are uploaded securely and that the download process is safe for users.

Online Forms Section Contents:

Each Form Entry:

- For each form within a category, include the following details:
 - **Title:** Clearly indicating the subject of the announcement.
 - **Published Date:** The date when the announcement was officially published.

- **Deadline:** If applicable, mention the deadline associated with the announcement.
 - **Cancellation Status:** Indicate if the announcement has been cancelled.
 - **content box:** for including rich text box with HTML code editor.
- Each form should have a Rich Text Box with HTML code editor where client can embed forms using “iframe”.

Section V: Quotation Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions will be accepted.]

Date: _____

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the document issued;
- (b) We offer to provide in conformity with the documents issued and in accordance with the Deliverables and Timeline specified in the Terms of Reference the following Services: *[Development of a website for effective project communication];*
- (c) The total price of our quotation including any discounts offered is: *[insert the total quoted price in words and figure];*
- (d) Our quotation shall be valid for the period of time specified in ITB Sub-Clause 9.1, from the date fixed for the Quotation submission deadline in accordance with ITB Sub-Clause 12.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

Name: *[insert complete name of person signing the Quotation Submission Form]*

Note: Supplier must submit technical specifications of the quoted items.

Section VI: Price Schedule

Line Item No.	Description of Service	Unit price	TOTAL PRICE
01	Present UI/UX design and functionality mockup screens in FIGMA for all the site pages and CMS workflow and present to the team.	<i>[insert unit price]</i>	<i>[insert total price per item]</i>
02	Update and demonstrate design and functionality Approve the design and functionality		
03	A fully functional live website hosted on web, that meets the requirements specified in the ANNEX A.		
04	A user manual and a maintenance manual that explains how to use and maintain the website.		
05	Bug fixing and maintenance support		
		SUB TOTAL	
		GST	
		GRAND TOTAL	

Section VII:

FIN FORM – 1: Annual Turnover

Each Bidder must fill in this form

Annual Turnover Data for the Last 3 Years		
Year	Amount Currency	MVR Equivalent
2022		
2021		
2020		
Average Annual Turnover		

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for contracts in progress or completed at the end of the period reported.

FIN FORM – 2: Financial Situation

Each Bidder must fill in this form

Financial Data for Previous 3 Years [MVR Equivalent]			
	Year 2022:	Year 2021:	Year 2020:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Working Capital			

Information from Income Statement

Total Revenues	
Profits Before Taxes	
Profits After Taxes	
<p>q. Attached are copies of financial statement (balance sheets including all related notes, and income statements), as indicated above, complying with the following conditions.</p> <ul style="list-style-type: none"> • All such documents reflect the financial situation of the Bidder. • Historic financial statement must be complete, including all notes to the financial statements. • Historic financial statements must correspond to accounting periods 	

FIN FORM 3 – Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

Financial Resources		
No	Source of financing	Amount (MVR equivalent)
.		
1		
2		
3		
4		

FIN FORM 4 – Line of Credit Letter

[letterhead of the Bank/Financing Institution/Supplier]

[date]

To: *[Name and address of the Contractor]*

Dear,

You have requested {name of the bank/financing institution/supplier issuing the letter) to establish a line of credit for the purpose of executing {insert Name and identification of Project}.

We hereby undertake to establish a line of credit for the aforementioned purpose, in the amount of {insert amount}, effective upon receipt of evidence that you have been selected as successful bidder.

This line of credit will be valid through the duration of the contract awarded to you.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Section VIII: Letter of Commitment

[Location, Date]

To: [Name and address of Client]

Ref no: _____

Dear Sir/Madam,

I am writing to confirm my availability to provide services as the **Website Developer** to “provide services for the **“Development of a website for effective project communication”** for the Ministry of Climate Change, Environment and Energy.

I undertake, if this quotation is accepted, to complete and deliver the whole of the services assigned to me in the scope of services.

I undertake, if this quotation is accepted upon receipt of the Ministry of Climate Change, Environment and Energy’s notice, to commence performance of the services with due expedition and without delay.

Yours sincerely,

Name:

ID card No:

Date:

Signatory:

Section IX: Contract Form

Contract Agreement

THIS CONTRACT AGREEMENT is made the day of, 2024.

BETWEEN,

(1) Ministry of Climate Change, Environment and Energy of the Government of the Republic of Maldives, and having its principal place of business at Green Building, Handhuvaree Hingun, Male', Republic of Maldives (hereinafter called "the Employer"), and

(2) and having its principal place of business at (hereinafter called "the Supplier").

WHEREAS,

the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....; (hereinafter called "the Contract Price").

NOW THEREFORE the parties hereto hereby agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Award of Contract
 - (b) Conditions of Contract
 - (c) The Employer's Requirements (including Schedule of Requirements and Technical Specifications)
 - (d) The Bidder's Quotations and original Price Schedules
 - (e) The Employer's Notification of Award
3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws and regulations of the Republic of the Maldives on the day, month and year indicated above.

For and on behalf of the Employer

For and on behalf of the Service Provider:

EMPLOYER

SERVICE PROVIDER

.....
.....
.....

.....
.....
.....

Ministry of Climate Change, Environment and Energy
Republic of Maldives

IN WITNESS OF

.....
.....
.....

.....
.....
.....

Ministry of Climate Change, Environment and Energy
Republic of Maldives

Conditions of Contract

1. Definitions	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <p>1.1.1 “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>1.1.2 “Contract” means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of the Contract Agreement;</p> <p>1.1.3 “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;</p> <p>1.1.4 “Day” means calendar day.</p> <p>1.1.5 “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer;</p> <p>1.1.6 “Services” means the work to be performed by the Service Provider pursuant to the Contract;</p> <p>1.1.7 “Employer” means the party who employs the Service Provider</p> <p>1.1.8 “Specifications” means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract;</p> <p>1.1.9 “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;</p> <p>1.1.10 “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;</p>
2. Effectiveness of the Contract and Term	<p>2.1 This Contract shall come into force and effect on the date of signing this contract or any other date agreed by the parties.</p>
3. Contract Price	<p>3.1 The Contract Price is specified in Price Schedule 4.</p> <p>3.2 The prices charged by the service provider for the Services performed under the Contract shall not vary from the prices</p>

	quoted by the Service provider and accepted by the Employer.
4. Terms of Payment	<p>4.1 Payments will be made to the Service Provider according to the payment schedule, and the Service Provider have submitted an invoice to the Employer specifying the amount due .</p> <p>4.2 Payments shall be made promptly by the Employer, but in no case later than forty-five (45) days after submission of an invoice or request for payment by the service provider, and after the Employer has accepted it.</p>
5. Fraud and Corruption	<p>5.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as supplier, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the Bank:</p> <p>5.1.1 defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>5.1.1.1 “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>5.1.1.2 “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>5.1.1.3 “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>5.1.1.4 “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>5.1.1.5 “obstructive practice” is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into</p>

¹ In this context, any action taken by a supplier, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

	<p>allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 5.1.5 below.</p> <p>5.1.2 will reject a proposal for award if it determines that the supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;</p> <p>5.1.3 will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;</p> <p>5.1.4 will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and</p> <p>5.1.5 will have the right to require that a provision be included in documents and in contracts financed by a Bank loan, requiring supplier, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the quotation submission and contract performance and to have them audited by auditors appointed by the Bank.</p>
<p>6. Quality Control</p>	<p>6.1 Identifying Defects:</p> <p>The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the Employers Requirement. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service</p>

	<p>Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect.</p> <p>6.2 Correction of Defects, and Lack of Performance Penalty:</p> <p>(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>(b) Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer’s notice.</p> <p>(c) If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 9.</p>
<p>7. Removal and/or Replacement of Personnel</p>	<p>7.1 Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>7.2 The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider’s Personnel, who:</p> <p>(a) persists in any misconduct or lack of care;</p> <p>(b) carries out duties incompetently or negligently;</p> <p>(c) fails to comply with any provision of the Contract;</p> <p>(d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;</p> <p>(e) has been recruited from the Employer’s Personnel;</p> <p>(f) undertakes behavior which breaches the Code of Conduct..</p>

	<p>As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.</p> <p>Notwithstanding any requirement from the Employer to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vii) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out , any Service Provider’s Personnel who engages in (i), (ii), (iii), (iv), (v) or (vii) above or has been recruited as stated in (vi) above.</p> <p>7.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
<p>8. Completion Date</p>	<p>8.1 The work completion date shall be: _____ <i>[Insert the completion Date].</i></p>
<p>9. Liquidated Damages</p>	<p>9.1 If the Service Provider fails to perform the Services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.005 % per unperformed Services for each day, up to a maximum deduction of Fifteen (15) percent of contract price specified. Once the maximum is reached, the Employer may terminate the Contract.</p>
<p>10. Documents Prepared by the Service Provider to Be the Property of the Employer</p>	<p>10.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with the contract shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof.</p>
<p>11. Law Governing Contract and Language</p>	<p>11.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of the Republic of Maldives.</p>