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REQUEST FOR QUOTATION (RFQ)

To all interested parties	DATE: 14 October 2020
	REFERENCE: MDV/RFQ/18/20

Dear Sir / Madam:

We kindly request you to submit your quotation for **“Local Firm to Update MvLaw Website and Develop MvLaw Mobile Application”** as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **3.00 pm** on **28th October 2020** and **via email to the address below:**

United Nations Development Programme

Email: proc.mv@undp.org

4th Floor, H. Aage, Boduthakurufaanu Magu,
20094, Male’,

Maldives,

Contact : 7906127

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s, Services:

Delivery Terms	30 days
Delivery Schedule	30 days
Preferred Currency of Quotation	Local Currency: MVR
Tax on Price Quotation	GST must be included
Deadline for the Submission of Quotation	3.00 pm on 28th October 2020
All documentations, including catalogs, instructions and operating manuals, shall be in this language	English
Documents to be submitted	Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;
Period of Validity of Quotes starting the Submission Date	90 days
Partial Quotes	N/A
Payment Terms	100% upon complete delivery of goods

Evaluation Criteria	Technical responsiveness/Full compliance to requirements, delivery duration and lowest price; Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	Contractor based on Technical Expertise and lowest price
Type of Contract to be Signed	Purchase Order
Special conditions of Contract	Cancellation of PO/Contract if the delivery/completion is delayed by 15 days.
Conditions for Release of Payment	Certification of delivery of the Goods/Services
Annexes to this RFQ	- Terms of Specification (Annex 1) - Form for Submission of Quotation (Annex 2) - General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	UNDP Maldives Registry; Telephone: 7906127, email: proc.mv@undp.org with Subject: "Local Firm to Update MvLaw Website and Develop MvLaw Mobile Application" Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed

information about vendor protest procedures in the following link:
<http://www.undp.org/procurement/protest.shtml> .

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

UNDP Maldives

A. Scope of Work

Under the guidance of the Attorney General's Office and UNDP, the firm undertake the following tasks;

1. Conduct a review of the website to identify the changes that need to be made to make it more user friendly, machine readable, and accessible;
2. Mobile platform research and ideation, including user interviews with legal professionals and members of the public, discovery and specification for infrastructure technology (present pro and cons for development options: native, hybrid, web-app) and design requirements;
3. Development of an Authoring Product Requirements Document (PRD);
4. The developer is also expected to engage with relevant AGO and UNDP staff to ensure that design and features of the application meet the expectations of both agencies;
5. Upgrade the website based on the review;
6. Creation of wireframes and detailed description of application features and user interface and other multimedia (video, audio, images, etc.);
7. Development of the design (at least 2 options to be submitted for review);
8. Wireframes and design submitted for review and approval to the AGO and UNDP team and updated based on feedback;
9. Development and configuration of an Alpha version of the Application focusing on key features (to be defined during project briefing and ideation meetings);
10. Review and approval of the Alpha Application design and functions by AGO and UNDP team;
11. Troubleshooting, testing the quality and performance of the application and fixing any defects or bugs;
12. Full implementation and delivery of the features and design of the application (Beta version);
13. Finalization, including final quality testing and approval;
14. Support for the application process and launch of the app in the various stores;
15. Support for maintenance of the application for a six months period;
16. Train the IT staff of the Attorney General's Office on the management, maintenance and repair of the application.

B. Expected Outputs and Deliverables

The firm will be responsible for the following deliverables;

1. **Review and update of the website:** Conduct a review to identify the changes that need to be brought to the website to make it machine readable, more user friendly and accessible. The review to include interviews with current users including legal professionals and members of the general public.

Upgrade the website based on the recommendations from the review.

2. **Designing and the development of the mobile application:** The following basic requirements for the application have been identified (the list of features will be expanded based on the findings of the briefing and ideation exercise):
 - The mobile platform should be Cross Platform (Both Android and IOS)
 - The data displayed on the application from the website should update automatically
 - Categorize all laws by type, published date, law number, amendments
 - Categorize all regulations by type, published date, regulation number, amendments
 - Search function
 - Notification system - notification of updates on all new laws and regulation
 - The applications interface will be designed for Dhivehi and English

3. **Management and maintenance training:** Train the IT staff of the Attorney General's Office on the management, maintenance and repair of the application and any new features of the website.

4. **Maintenance services:** Provide technical support for the maintenance of the application for a six months period including fixing any bugs or user issues and attend to any critical failures.

The following table shows an indication of the duration for the deliverables;

Deliverables/ Outputs	Estimated Duration to Complete	Payment Schedule
Review and update of the website	15 days	20% upon submission of deliverable
Designing of the mobile application	15 days	15% upon submission of deliverable
Development of the mobile application (including alpha testing)	70 days	45% upon submission of deliverable
Training of the AGO staff	10 days	10% upon submission of deliverable
Support the maintenance of the application for a six months period	18 days (during the six-month period)	10% upon submission of deliverable

C. Institutional Arrangement

The firm will work under the guidance of AGO and will be accountable to the assigned Programme Officer of Governance Unit for each deliverable as stipulated. Meetings will be held **with the UNDP Team as and when needed.**

D. Duration of the Work

This assignment will approximately take 16 weeks (for the development work) and is expected to start early-November, with an additional 24 weeks (for the maintenance of the application). The consultant should come up with a clear timeline while submitting the proposal taking into consideration the estimated time durations for each deliverable as stipulated above.

E. Duty Station: Male'

F. Required Qualifications of the Successful Firm:

Interested firms for the consultancy is expected to fulfil the following criteria in terms of the expertise and qualifications;

- The team leader should have a minimum of a bachelor's degree in software engineering or related field and should have a background in providing consulting service on web development or mobile application development. Team members must have an educational background in website/software development, information technology or any related field. At least one of the team members should have experience and technical capacity in producing mobile applications and website development. One team member should demonstrate understanding of similar awareness raising / content sharing applications
- A minimum of 5 years of professional experience in software design and development
- Fluency in written and spoken English is required
- Experience in implementing similar projects is desired
- Legally registered entity

G. Recommended documents;

Interested firms should a proposal including;

- Technical proposal detailing workplan, methodology and proposed timeline_(please submit a detailed work plan on how the Scope of Work will be delivered. The delivery duration should not exceed the duration mentioned on the TOR)
- Organizational profile (which should not exceed 15 pages) describing the nature of business.
- CVs of all team members
- Previous consultancies/portfolio
- Financial proposal (inclusive of all costs)

H. Schedule of payment: The consultancy firm will be paid in installments as per the deliverables.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. MDV/RFQ/18/20

TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements

Lot No.	Description/Specification of Goods	Quantity	Delivery Duration	Unit Price	Total Price
	Total Prices of Goods				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation (including 6%GST)				

TABLE 2 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time			
Country of Origin			
Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

Refuse to accept delivery of all or part of the goods.

Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child,

including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract

immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.