



Republic of Maldives

Request for Quotations

for

PROCUREMENTS OF LAPTOP-TABLET HYBRID

RFQ No.: DMADD/2023/02

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Issued by:

**Digital Maldives for Adaptation, Decentralization and Diversification Project
(DMADD)**

Project Management Unit

Ministry of Environment, Climate Change and Technology

Contents

SECTION I. INSTRUCTIONS TO SUPPLIERS (ITS)	3
SECTION II: DATA SHEET	9
SECTION III: SCHEDULE OF REQUIREMENTS	11
SECTION IV: TECHNICAL SPECIFICATION	12
SECTION V: QUOTATION SUBMISSION FORM	15
SECTION VI: PRICE SCHEDULE	16
SECTION VII:	17
FIN FORM – 1: ANNUAL TURNOVER	17
FIN FORM 3 – FINANCIAL RESOURCES	19
FIN FORM 4 – LINE OF CREDIT LETTER	20
SECTION VIII: CONTRACT FORM	21

Section I. Instructions to Suppliers (ITS)

A: GENERAL	
1. Scope of supply	<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 supply of Goods and Related Services incidental thereto as specified in Section III, Schedule of Requirements.</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>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (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; (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; (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; (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; (v) “obstructive practice” is <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,

	<p>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</p> <p>(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> <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 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>
B: CONTENTS OF DOCUMENTS	
<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 Suppliers (ITS) • Section II. Data Sheet

	<ul style="list-style-type: none"> • Section III. Schedule of Requirements • Section IV. Technical Specifications • Section V. Quotation Submission Form • Section VI: Price Schedule • Section VII: FIN Forms • Section VIII: Contract Form <p>3.2 The Supplier is expected to examine all instructions, forms, terms, and specifications 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 Supplier requiring any clarification of this Document shall contact the Purchaser in writing at the Purchaser’s address specified in the Data Sheet. The Purchaser 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 Purchaser 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	
<p>4. Documents comprising your Quotation Submission</p>	<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) Technical Specifications
<p>5. Quotation submission form and price schedules</p>	<p>5.1 The Supplier 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. The Suppliers are advised not to quote different options for the same item but furnish the most competitive among the options available to the Supplier.</p>
<p>6. Prices and discounts</p>	<p>6.1 Unless specifically stated in Data Sheet, all items 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 Supplier shall be fixed during the Supplier’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	7.1 The supplier shall quote only in Maldivian Rufiyaa .
8. Documents to establish the conformity of the goods	<p>8.1 The Supplier shall furnish as part of its Quotation the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, “Technical Specification”.</p> <p>8.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Technical Specifications given.</p> <p>8.3 If stated in the Data Sheet the Supplier shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Maldives.</p>
9. Period of validity of Quotation	9.1 Quotation shall remain valid for the period of Sixty (60) 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 Supplier.
D: SUBMISSION AND OPENING OF QUOTATION	
11. Submission of Quotation	<p>11.1 Supplier may submit their Quotation by post mail or by hand in sealed envelopes addressed to the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser shall reject any quotation that arrives after the deadline for submission of quotation, in accordance with ITS Clause 12.1 above.
14. Opening of Quotation	14.1 The Purchaser 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	<p>15.1 To assist in the examination, evaluation and comparison of the quotation, the Purchaser may, at its discretion, ask any Supplier for a clarification of its quotation. Any clarification submitted by a Supplier in respect to its quotation which is not in response to a request by the Purchaser shall not be considered.</p> <p>15.2 The Purchaser’s request for clarification and the response shall be in writing.</p>
16. Responsiveness of Quotations	<p>16.1 The Purchaser 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 Purchaser.</p>
17. Evaluation of Quotations	<p>17.1 The Purchaser shall evaluate each quotation that has been determined to be substantially responsive. Technically non-responsive bids from this stage would not be qualified to the final evaluation.</p> <p>17.2 If more than one item is given in the schedule of requirements, the evaluation will be done either each separately or considering the total quoted price for all the items or any other manner is stated in the Data Sheet.</p> <p>17.3 To evaluate a quotation, the Purchaser 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 purchaser’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 purchase of the goods.</p>

<p>18. Purchaser's right to accept any Quotation, and to reject any or all Quotations</p>	<p>18.1 The Purchaser 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 Suppliers.</p>
<p>F: AWARD OF CONTRACT</p>	
<p>19. Acceptance of the Quotation</p>	<p>19.1 The Purchaser will accept the quotation of the vendor whose offer has been determined to be the lowest evaluated quotation and is substantially responsive to the documents issued.</p>
<p>20. Notification of acceptance</p>	<p>20.1 Prior to the expiration of the period of validity of quotation, the Purchaser will notify the successful vendor, in writing, that their quotation has been accepted.</p>

Section II: Data Sheet

1.2	<p>The name and identification number of this Invitation for Quotation is:</p> <p style="text-align: center;">Procurements of Laptop-Tablet Hybrid RFQ No.: DMADD/2023/002</p>
3.3	<p>Purchaser's address is:</p> <p style="text-align: center;">Project Manager Project Management Unit Ministry of Environment, Climate Change and Technology Digital Maldives for Adaptation, Decentralization and Diversification Project</p> <p style="text-align: center;">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 seller 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 seller 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>
8.3	<p>Manufacture's Authorization is <i>not required.</i></p>
12.1	<p>Address for submission of quotations is:</p> <p style="text-align: center;">Ministry of Environment, Climate Change and Technology 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: Date: July 11, 2023 Time: 11:00 AM local time</p>
14	<p>The quotations shall be opened at the following address:</p> <p style="text-align: center;">Ministry of Environment, Climate Change and Technology Digital Maldives for Adaptation, Decentralization and Diversification Project</p>

	<p>National Centre for Information Technology (NCIT), 64, Kalaafaanu Hingun, Male' 20064, Republic of Maldives Tel: +(960)330-2253 Email: procurement.dmadd@environment.gov.mv Date: July 11, 2023 Time: 11:01 AM local time</p>												
17.1	Technically non-responsive bids from this stage would not be qualified to the final evaluation.												
17.2	Evaluation will be carried out for each item separately. Items not priced will be considered to be included in the total price.												
17.3	<p>Financial situation:</p> <ol style="list-style-type: none"> 1. To be eligible the financial statements of the bidding party must show, minimum annual turnover of MVR 250,000.00, for the year 2019,2020 and 2021. (or) 2. To be eligible the financial statements of the bidding party must show, Minimum value of MVR 250,000.00, for liquid asset, year 2019,2020 and 2021. (or) 3. If 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 250,000.00) <p>2. Final Evaluation</p> <ol style="list-style-type: none"> a. The proposal would be qualified to this stage after being assessed in pre-evaluation and technical evaluation. In this evaluation, the proposals would be compared to their proposed price, duration, and experience to complete the project. Point system set for the final evaluation is: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">#</th> <th style="width: 75%;">Description</th> <th style="width: 20%;">Points (percentage)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td> Price $\frac{\textit{Lowest price proposed}}{\textit{Proposed price}} \times 70$ </td> <td style="text-align: center;">70</td> </tr> <tr> <td style="text-align: center;">2</td> <td> Duration $\frac{\textit{Shortest duration proposed}}{\textit{Proposed duration}} \times 20$ </td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Experience</td> <td style="text-align: center;">10</td> </tr> </tbody> </table> <p>Experience would be considered to all submitted letters which is addressed to relevant work (Supply of electronic equipment's such as but limited to; laptops or monitors or computer systems or Tablet hybrid) (value higher than MVR 230,000) completed within the past 5 years. Each valid reference letter would carry 2 point up to 10 points. The client has the right to verify this data from the sources and request validating copies such as agreements etc.</p>	#	Description	Points (percentage)	1	Price $\frac{\textit{Lowest price proposed}}{\textit{Proposed price}} \times 70$	70	2	Duration $\frac{\textit{Shortest duration proposed}}{\textit{Proposed duration}} \times 20$	20	3	Experience	10
#	Description	Points (percentage)											
1	Price $\frac{\textit{Lowest price proposed}}{\textit{Proposed price}} \times 70$	70											
2	Duration $\frac{\textit{Shortest duration proposed}}{\textit{Proposed duration}} \times 20$	20											
3	Experience	10											

Section III: Schedule of Requirements

Item No.	Description of Goods	Qty	Unit	Final Destination	Latest Date for Delivery
LAPTOP 01	Laptop/tablet hybrid	04	Nos.	DMADD PMU, Male', Maldives	Within 45 Days from Award
LAPTOP 02	Laptop / Tablet hybrid - Multimedia and Content Creation	01	Nos.	DMADD PMU, Male', Maldives	Within 45 Days from Award
LAPTOP 03	General Purpose Laptops	01	Nos.	DMADD PMU, Male', Maldives	Within 45 Days from Award

Section IV: Technical Specification

LAPTOP 01: Laptop / Tablet hybrid

Specification		
Form Factor	Laptop -Tablet hybrid and should be able to run full Windows Desktop OS and Applications. Should be easily convertible to a tablet form (180 degrees) for sketching & handwritten notetaking. Must have a proprietary input stylus/pen. Must have a proprietary docking station	
Processor	Quad-core 11th Gen Intel® Core™ i7 higher	
Memory	16 GB, LPDDR4x	
Hard Disk	512GB SSD	
Graphics	NVIDIA® GeForce RTX™ 4GB GDDR6 GPU memory	
Audio	<ul style="list-style-type: none"> • Quad speakers with Dolby Atmos 	
Keyboard	Built-in US QWERTY Keyboard (US layout)	
Pointing Device	Built-in pointing function in Keyboard Provided above	
Network	Wireless LAN: 802.11ac or 802.11 b/g/n or higher Bluetooth v3.0 or higher	
Ports/Slots	<ul style="list-style-type: none"> • 2 x USB-C® with USB 4.0/Thunderbolt™ 4 (up to 40Gbps transfer speed, DisplayPort, Power Delivery, Docking, and external GPU) • 3.5 mm Headphone Jack 	
Operating System	Genuine Windows 11 Professional 64-bit	
Drivers	OEM Drivers for the defined Operating System(s)	
Camera	Built-in front camera 1080p Webcam with Microphone	
Laptop Display	14.4 inches, Touch 10-point Display	
Battery	> 6 hours of continuous use	
Warranty	1-year of parts, labour and onsite coverage	
Power	The manufacturer provided Charger to power and charge the device. . (UK Plug preferred)	
Accessories	Mouse	Bluetooth Wireless Optical Scroll mouse
	Carry Case	Laptop Backpack,
	Stylus / Pen	Proprietary input stylus/pen for the laptop/tablet model provided by the manufacturer of the model

LAPTOP 02: Laptop / Tablet hybrid - Multimedia and Content Creation

Specification		
Form Factor	Laptop -Tablet hybrid and should be able to run full Windows Desktop OS and Applications. Should be easily convertible to a tablet form (180 degrees) for sketching & handwritten note-taking. Must have a proprietary input stylus/pen Must have a proprietary docking station	
Processor	Quad-core 11th Gen Intel® Core™ i7 or higher	
Memory	32 GB, LPDDR4x	
Hard Disk	1 TB SSD	
Graphics	NVIDIA® GeForce RTX™ 4GB GDDR6 GPU memory	
Audio	HD Audio	
Keyboard	Built-in US QWERTY Keyboard (US layout)	
Pointing Device	Built-in pointing trackpad in Keyboard Provided above	
Network	Wireless LAN: 802.11ac or 802.11 b/g/n or higher Bluetooth v3.0 or higher	
Ports/Slots	<ul style="list-style-type: none"> • 2 x USB-C® with USB 4.0/Thunderbolt™ 4 (up to 40Gbps transfer speed, DisplayPort, Power Delivery, Docking, and external GPU) • 3.5 mm Headphone Jack 	
Operating System	Genuine Windows 11 Professional 64-bit	
Drivers	OEM Drivers for the defined Operating System(s)	
Camera	Built-in front camera 1080p Webcam with Microphone	
Laptop Display	15.6 inches HD Wide Screen IPS Display	
Battery	> 6 hours of continuous use	
Warranty	1-year of parts, labour and onsite coverage	
Power	The manufacturer provided Charger to power and charge the device. . (UK Plug preferred)	
Accessories	Docking Station	Proprietary docking station for the proposed model with Thunderbolt™ 4 Cable Connection to the device with Minimum: <ul style="list-style-type: none"> • 1 x Front Facing USB A (USB 3.1 Gen 2), 1 x Front Facing USB C (USB 4 Thunderbolt™ 4, with video display enabled) • 2 x Rear-facing USB-A (USB 3.1 Gen 2) • 2 x Rear-facing USB-C (USB 4 Thunderbolt™ 4, with video display enabled) • 1 x Ethernet (2.5Gbit/s) • 3.5 mm audio jack • Power adapter
	Carry Case	Laptop Backpack,
	Stylus / Pen	Proprietary input stylus/pen for the laptop/tablet model provided by the manufacturer of the model

LAPTOP 03: General Purpose Laptops

Specification	
Form Factor	Laptop
Processor	11th Gen Intel® Core™ i7 or higher
Memory	16GB, DDR4 @ 3000MHz or higher
Hard Disk	512 GB SSD or higher
Graphics	Intel® Iris® Xe Graphics
Audio	HD Audio
Keyboard	US QWERTY Keyboard (US Layout)
Pointing Device	Built-in pointing trackpad
Network	Wireless LAN: or 802.11 b/g/n/ac or higher Bluetooth v3.0 or higher Wired LAN (10/100/1000 Mbps (Gigabit Ethernet))
Ports/Slots	Minimum of <ul style="list-style-type: none"> • 1 x USB-C / Thunderbolt (Type-C port with DisplayPort alt mode/Power Delivery) • 1 x USB A 3.0 port • 1 x RJ 45 network jack • 1 x Headphone / microphone combo jack (3.5mm) • HDMI or Display Port
Operating System	Genuine Windows 11 Professional 64-bit
Drivers	OEM Drivers for the defined Operating System(s)
Camera	Built-in front camera Webcam with Microphone
Laptop Display	13.0 to 14.9 inches FHD Wide Screen IPS Display 4000x2000 @ 60Hz or higher
Battery	> 5 hours continuous use
Warranty	1-year warranty
Power / Environmental	The manufacturer provided Charger to power and charge the device. (UK Plug preferred)
Accessories	Carry Case Laptop Backpack,
	Mouse Wireless Optical Scroll Mouse
Weight	Between 1 to 2.8 KG

Section V: Quotation Submission Form

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

Date: _____

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the document issued;
- (b) We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods *[insert a brief description of the Goods]*;
- (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 N°	Description of Goods	Delivery Date	Quantity and physical unit	Unit price	TOTAL PRICE per line item (Col. 4x5)
1	2	3	4	5	6
EXAMPLE <i>LAPTOP 01</i>	<i>High-end Laptop for Graphics Design and Animation Works</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price]</i>	<i>[insert total price per item]</i>
				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
2021		
2020		
2019		
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 2021:	Year 2020:	Year 2019:

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		

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: Contract Form

Contract Agreement

THIS CONTRACT AGREEMENT is made the day of, 2023.

BETWEEN,

(1) Ministry of Environment, Climate Change and Technology 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 Purchaser"), and

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

WHEREAS,

The Purchaser invited quotations for certain Goods and ancillary services, viz., **Procurement of Office Equipment** and has accepted a quotation by the Supplier for the supply of certain Goods and Services in the sum of (.....) (hereinafter called "the Contract Price").

The Purchaser and the Supplier 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 Purchaser's Requirements (including Schedule of Requirements and Technical Specifications)
 - (d) The Supplier's Quotations and original Price Schedules
 - (e) The Purchaser's Notification of Award
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by 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 Purchaser

CLIENT

SUPPLIER

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

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

Ministry of Environment and Energy
Republic of Maldives

IN WITNESS OF

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

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

Ministry of 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 Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</p> <p>1.1.3 “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</p> <p>1.1.4 “Day” means calendar day.</p> <p>1.1.5 “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>1.1.6 “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</p> <p>1.1.7 “Purchaser” means the entity purchasing the Goods and Related Services.</p> <p>1.1.8 “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.</p> <p>1.1.9 “Supplier” means the natural person, private or government entity, or a combination of the above, whose quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</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 Supplier for the Goods supplied and the Related Services performed under the Contract shall</p>

	not vary from the prices quoted by the Supplier and accepted by the Purchaser.
4. Terms of Payment	<p>4.1 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>4.2 Payments shall be made promptly by the Purchaser, but in no case later than fourty-five (45) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser 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”² 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”³ 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”⁴ 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”⁵ 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</p> <p>5.1.1.6 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,</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.

² “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “party” refers to participants in the procurement process (including public officials) attempting to establish quotation prices at artificial, non-competitive levels.

⁵ a “party” refers to a participant in the procurement process or contract execution.

	<p>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</p> <p>5.1.1.6.1 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> <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. Specifications and Standards</p>	<p>6.1 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.</p> <p>6.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>6.3 The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned above.</p>

	6.4 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, free from defects and that they incorporate all recent improvements in design and materials.
7. Delivery Date and Completion Date	7.1 The Delivery Date of the Goods shall be: _____ [<i>Insert the Delivery Date</i>].
8. Liquidated Damages	8.1 If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser 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 each day of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of Fifteen (15) percent of contract price specified. Once the maximum is reached, the Purchaser may terminate the Contract.
9. Warranty	9.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. 9.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
10. Packing	10.1 The packing, marking and documentation within and outside the packages shall be: Project Manager Project Management Unit Ministry of Environment, Climate Change and Technology 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
11. Law Governing Contract and Language	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.