





**Republic of Maldives**

## **SHOPPING DOCUMENTS**

**Issued on: April 20, 2017**

**for**

# **Procurement of Vessels and Equipment's for Eco-tourism Facilities**

**IFQ No.: 013/TF019383**

Issued by  
Climate Change Adaptation Project (CCAP)  
Project Management Unit  
Ministry of Environment and Energy

## Section I. Instructions to Suppliers

<b>A: General</b>	
<b>1. Scope of Bid</b>	<p>1.1 The Government of the republic of Maldives through the Ministry of Environment and Energy invites you to submit Quotation 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 Invitation for Quotation (IFQ) are specified in the Data Sheet.</p> <p>1.3 Upon receipt of this invitation you are requested to acknowledge the receipt of this invitation and your intention to submit a quotation. The Purchaser may not consider you for inviting quotations in the future, if you failed to acknowledge the receipt of this invitation or not submitting a quotation after expressing the intention as above.</p>
<b>Fraud and Corruption</b>	<p>2.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, 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> <p>(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>(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>(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>(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"> <li>(aa) 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</li> <li>(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 2.1 (e) below.</li> <li>(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;</li> <li>(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;</li> <li>(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</li> <li>(e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.</li> </ul>
<b>B: Contents of Documents</b>	
<b>3. Contents of Documents</b>	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.

	<ul style="list-style-type: none"> <li>• Section I. Instructions to Suppliers (IFQ)</li> <li>• Section II. Data Sheet</li> <li>• Section III. Schedule of Requirements</li> <li>• Section IV. Technical Specifications &amp; Compliance with Specifications</li> <li>• Section V. Quotation submission Form(s)</li> <li>• Section VI. Contract Form(s)</li> </ul> <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 Invitation Documents 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) days prior to the deadline for submission of Quotation. The Purchaser shall forward copies of its response to all those who have received the Invitation, including a description of the inquiry but without identifying its source.</p>
<b>C: Preparation of Quotation</b>	
<b>4. Documents Comprising your Quotation</b>	<p>4.1 The Quotation shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Quotation Submission Form and the Price Schedules;</li> <li>(b) Technical Specifications &amp; Compliance with Specifications</li> </ul>
<b>5. Quotation Submission Form and Price Schedules</b>	<p>5.1 The Supplier shall submit the Quotaion 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>
<b>6. Prices and Discounts</b>	<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 Quotation, 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>
<b>7. Currency</b>	7.1 The supplier shall quote only in Maldivian Rufiyaa.
<b>8. Documents to Establish the Conformity of the Goods</b>	<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 Specifications &amp; Compliance with Specifications”.</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>
<b>9. Period of Validity of quotation</b>	9.1 Quotations shall remain valid for the period of thirty (30) days after the quotation submission deadline date.
<b>10. Format and Signing of Quotation</b>	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.
<b>D: Submission and Opening of Quotation</b>	
<b>11. Submission of Quotation</b>	<p>11.1 Supplier may submit their quotations by mail or by hand in sealed envelopes addressed to the Purchaser bearing the specific identification of the IFQ 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>

<b>12. Deadline for Submission of Quotation</b>	12.1 Quotations 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.
<b>13. Late Quotation</b>	13.1 The Purchaser shall reject any quotation that arrives after the deadline for submission of quotations, in accordance with ITS Clause 12.1 above.
<b>14. Opening of Quotations</b>	14.1 The Purchaser shall conduct a public reading of the quotations at the address, date and time specified in the Data Sheet.
<b>E: Evaluation and Comparison of Quotation</b>	
<b>15. Clarifications</b>	<p>15.1 To assist in the examination, evaluation and comparison of the quotations, 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>
<b>16. Responsiveness of Quotations</b>	<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>
<b>17. Evaluation of quotation</b>	<p>17.1 The Purchaser shall evaluate each quotation that has been determined, to be substantially responsive.</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>17.2 To evaluate a quotation, the Purchaser may consider the following:</p> <ul style="list-style-type: none"> <li>(a) The Price as quoted;</li> <li>(b) Price adjustment for correction of arithmetical errors;</li> <li>(a) Price adjustment due to discounts offered.</li> </ul> <p>17.3 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><b>18. Purchaser's Right to Accept any Quotation, and to Reject any or all Quotations</b></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><b>F: Award of Contract</b></p>	
<p><b>19. Acceptance of the Quotation</b></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><b>20. Notification of acceptance</b></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 its quotation has been accepted.</p>



## Section II: Data Sheet

ITS Clause Reference	
1.2	The name and identification number of this Invitation for Quotation is:  <b>Procurement of Vessels and Equipment's for Eco-tourism Facilities</b> <b>IFQ No.: 013/TF019383</b>
3.3	Purchaser's address is:  <b>Climate Change Adaptation Project (CCAP)</b> <b>Project Management Unit</b> <b>Ministry of Environment and Energy</b> <b>Green Building</b> <b>Handhuvaree Hingun, Maafannu</b> <b>Male', Republic of Maldives</b> <b>Tel: +960 3018419, Fax: +960 3018301</b> <b>Email: <a href="mailto:cctf@environment.gov.mv">cctf@environment.gov.mv</a></b>
8.3	Manufacture's Authorization is <b><i>not required.</i></b>
12.1	Address for submission of Quotations is:  <b>Project Manager</b> <b>Climate Change Adaptation Project (CCAP)</b> <b>Project Management Unit</b> <b>Ministry of Environment and Energy</b> <b>Green Building</b> <b>Handhuvaree Hingun, Maafannu</b> <b>Male', Republic of Maldives</b> <b>Tel: +960 3018419, Fax: +960 3018301</b>  Deadline for submission of quotations is: <b>Date: MAY 11, 2017</b> <b>Time: 1100 Hours local time</b>
14	The quotations shall be opened at the following address:  <b>Project Management Unit</b> <b>Ministry of Environment and Energy</b> <b>Green Building</b> <b>Handhuvaree Hingun, Maafannu</b> <b>Male', Republic of Maldives</b>  <b>Date: MAY 11, 2017</b> <b>Time: 1100 Hours local time</b>
17.2 & 17.3	Evaluation for all the items will be carried out together as one single bid.

### Section III: Schedule of Requirements

<b>Item No.</b>	<b>Description of Goods</b>	<b>Qty</b>	<b>Unit</b>	<b>Final Destination</b>	<b>Latest Date for Delivery</b>
<b>EQP 01</b>	Coin Operated Binoculars	02	Nos.	PMU, Male', Maldives	Within 45 Days of Award
<b>EQP 02</b>	Paddle Boat (2 seater)	06	Nos.	PMU, Male', Maldives	Within 45 Days of Award
<b>EQP 03</b>	Paddle Boat (5 seater)	06	Nos.	PMU, Male', Maldives	Within 45 Days of Award
<b>EQP 04</b>	Snorkel Gear	16	Nos.	PMU, Male', Maldives	Within 45 Days of Award
<b>EQP 05</b>	Birdwatching Binoculars	30	Nos.	PMU, Male', Maldives	Within 45 Days of Award
<b>EQP 06</b>	Life Jackets	50	Nos.	PMU, Male', Maldives	Within 45 Days of Award
<b>EQP 07</b>	Canoe	08	Nos.	PMU, Male', Maldives	Within 45 Days of Award
<b>EQP 08</b>	Inflatable Dinghy	02	Nos.	PMU, Male', Maldives	Within 45 Days of Award

## Section IV: Technical Specification & Compliance

### EQP 01: Coin Operated Binocular

Specification	Required	Tenderers Response (Y/N)
Make	Yes	
Model	Yes	
Country of Origin	Yes	
Manufacturers Literature and specification supplied	Yes	


#### General

Specification	Required	Tenderers Response (Y/N)
Magnification:	30x	Yes
Optical design:	All lenses and prisms should be multilayer coated.	Yes
Viewing:	Binocular wide-angle viewing	Yes
Body:	Cast-iron body, resist fading, peeling chipping, cracking and rusting	Yes
Environment suitability:	Waterproof and weatherproof suitable for outdoor use	Yes
Money Box:	Invisible money box with theft protection. Capacity to have more than 2000 coins	Yes
Focus:	Multiview, focus range 25 m to infinity	Yes
Coins:	Acceptable and adjustable for every coin size	Yes
Viewing time:	Adjustable viewing time (between 30 to 180 seconds)	Yes
Battery life:	06 months minimum	Yes
Viewing angle:	The tilting angles can be turned 360 horizontally and 30, -45 vertically	Yes
Power source:	Battery	Yes
Shutter Duration:	0.5 – 3 minutes	Yes
Height at eyepiece:	Around 160cm, adjustable height preferable	Yes
With Warranty (06 months)		Yes

### EQP 02: Paddle Boat (2 seater)

Specification	Required	Tenderers Response (Y/N)
Make	Yes	
Model	Yes	
Country of Origin	Yes	
Manufacturers Literature and specification supplied	Yes	

**General**

Specification	Required	Tenderers Response (Y/N)
Designed for lake boating	Yes	
Super-tough paddle wheel	Yes	
Comfortably seats 2 or 3	Yes	
Pedal positions for 1, 2	Yes	
Designed for lake boating	Yes	
	For Description Purpose Only	

**EQP 03: Paddle Boat (5 seater)**

Specification	Required	Tenderers Response (Y/N)
Make	Yes	
Model	Yes	
Country of Origin	Yes	
Manufacturers Literature and specification supplied	Yes	

**General**

Specification	Required	Tenderers Response (Y/N)
Closed cell polystyrene foam flotation. 5 Seat Pedal Boat with Canopy Super tough paddle wheel. Pedal positions for 1, 2 or 3 people. Rugged UV-stabilize Fortiflex high-density polyethylene.	Yes	
Length: 90" – 100" Width: 60" – 70" Height: 20" – 30" Weight: 40 – 60 kg Capacity: 250 – 350 kg	Yes	

	For Description Purpose Only	
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#### EQP 04: Snorkel Gear

Specification	Required	Tenderers Response (Y/N)
Make	Yes	
Model	Yes	
Country of Origin	Yes	
Manufacturers Literature and specification supplied	Yes	

#### General

Specification	Required	Tenderers Response (Y/N)
Masks, fins, booties and rashguards (two sizes 6 sets of medium and 10 sets of large size)	Yes	

#### EQP 05: Birdwatching Binoculars

Specification	Required	Tenderers Response (Y/N)
Make	Yes	
Model	Yes	
Country of Origin	Yes	
Manufacturers Literature and specification supplied	Yes	

#### General

Specification	Required	Tenderers Response (Y/N)
Field of View: 393 ft-420 ft. at 1,000 yards   Minimum Focus Distance: 6.6 feet   Eye Relief: 17mm	Yes	
8x Magnification & 42mm Objective Lens Diameter	Yes	
Fully Multi-Coated & Phase Coated.	Yes	
Waterproof and Fogproof	Yes	
Light Weight	Yes	
With Warranty (Carson VP preferred)	Yes	

**EQP 06: Life Jackets**

Specification	Required	Tenderers Response (Y/N)
Make	Yes	
Model	Yes	
Country of Origin	Yes	
Manufacturers Literature and specification supplied	Yes	

**General**

Specification	Required	Tenderers Response (Y/N)
Polyester Life Jacket Universal Swimming Boating Ski Vest + Whistle (30 adult size 40-43 and 20 children size, chest 32-39)	Yes	

**EQP 07: Canoe**

Specification	Required	Tenderers Response (Y/N)
Make	Yes	
Model	Yes	
Country of Origin	Yes	
Manufacturers Literature and specification supplied	Yes	

**General**

Specification	Required	Tenderers Response (Y/N)
With 2 x single Paddles Plastic semi-enclosed canoe suitable for 2 or 3 people Length: 4.3m Width: 85cm Depth: 41cm Weight: 2 seater = 36kg Capacity: 260kg	Yes	

**EQP 08: Inflatable Dinghy**

Specification	Required	Tenderers Response (Y/N)
Make	Yes	
Model	Yes	

Country of Origin	Yes	
Manufacturers Literature and specification supplied	Yes	

**General**

<b>Specification</b>	<b>Required</b>	<b>Tenderers Response (Y/N)</b>
Overall length 10- 12.5ft,	Yes	
Light duty boat	Yes	
Lightweight, and to be easily carried by one person with a wheel dolly.	Yes	
(Aquastar; Saturn; Seamax - Sport, Air, and Ocean or any other light duty brand )	Yes	

## 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 ITS Sub-Clause 9.1, from the date fixed for the quotation submission deadline in accordance with ITS 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]*



## Price Schedule

Line Item N°	Description of Goods	Delivery Date	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Sales and other taxes payable per line item if Contract is awarded	TOTAL PRICE per line item (Col. 6+7+8)
1	2	3	4	5	6	7	8	9
EQP 01	Coin Operated Binoculars	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
EQP 02	Paddle Boat (2 seater)							
EQP 03	Paddle Boat (5 seater)							
EQP 04	Snorkel Gear							
EQP 05	Birdwatching Binoculars							
EQP 06	Life Jackets							
EQP 07	Canoe							
EQP 08	Inflatable Dinghy							
<b>TOTAL PRICE</b>								

## Section VI: Contract Form

### Contract Agreement

THIS CONTRACT AGREEMENT is made the ..... day of ....., 2017.

BETWEEN,

(1) The **MINISTRY 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 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 Vessels and Equipment's for Eco-tourism Facilities* 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").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Conditions of Contract
  - (c) Technical 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. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. 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.
5. 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**

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Ministry of Environment and Energy  
Republic of Maldives

**IN WITNESS OF**

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Ministry of Environment and Energy  
Republic of Maldives

## Conditions of Contract

### Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (b) “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.
  - (c) “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.
  - (d) “Day” means calendar day.
  - (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (f) “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.
  - (g) “Purchaser” means the entity purchasing the Goods and Related Services.
  - (h) “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.
  - (i) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

### Terms of Payment

- 1.1 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.
- 1.2 Payments shall be made promptly by the Purchaser, but in no case later **forty-five (45) days** after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

### Fraud and Corruption

- 2.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts,

observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice”<sup>2</sup> 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”<sup>3</sup> 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”<sup>4</sup> 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”<sup>5</sup> 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
    - (aa) 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
    - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 2.1 (e) below.
- (b) will reject a proposal for award if it determines that the supplier recommended for award has, directly or through an agent,

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

<sup>2</sup> *“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.*

<sup>3</sup> *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.*

<sup>4</sup> *“parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.*

<sup>5</sup> *a “party” refers to a participant in the procurement process or contract execution.*

engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(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;

(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

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

**Specifications and Standards**

2.1 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.

2.2 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.

2.3 The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned above.

2.4 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.

**Liquidated Damages**

3.1 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 0.01 % 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 **ten (10) percent** of contract price specified. Once the maximum is reached, the Purchaser may terminate the Contract.

**Warranty**

- 4.1 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.
- 4.2 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.
- 4.3 The warranty shall remain valid for **six (06) months**, after it, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated Schedule of Requirements.

**Packing**

- 4.5 The packing, marking and documentation within and outside the packages shall be:

**Climate Change Adaptation Project (CCAP)  
Project Management Unit  
Ministry of Environment and Energy  
Green Building  
Handhuvaree Hingun, Maafannu  
Male', Republic of Maldives**