

Greater Male' Environmental Improvement and Waste Management Project

Request for Quotation

G016: SUPPLY OF EQUIPMENT FOR GREATER MALE' - WASTE COLLECTION BINS 660 L YELLOW INCLUDING WEAR PARTS AND WASTE COLLECTION BINS 2 WHEELED 360 L INLCUDING WEAR PARTS

Issued by: Ministry of Environment, Climate Change and Technology

Issued on: 27th December 2022

Package: G016

Country: Republic of Maldives



REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : Greater Male Environmental Improvement and Waste Management Project

Source of Funding : Grant 0580-MLD

Date of Issue of Request: 27th December 2022

Sir/Madam,

- 1. The Ministry of Environment, Climate Change and Technology hereby requests you to submit price quotation/(s) for the supply of the following items:
 - i. Waste collection bin 660 l yellow color including wear parts
 - ii. Waste collection bin 2 wheeled 360 l including wear parts

To assist you in the preparation of your price quotation we enclose the necessary **Supply and Delivery Schedule**, **Technical Specifications**, **Form of Quotation** and draft **Contract**.

- 2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
 - (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Purchaser, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its <u>Anticorruption Policy</u> (1998, as amended to date), or
 - (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
- 3. To be qualified, you must have experience as a manufacturer or authorized supplier of the items covered by this **Request for Quotation** and, as evidence, you must also attach a document of your experience as supplier in at least one contract in the last 3 years of a size and nature similar to the items in the supply schedule of this contract.
- 4. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.



Preparation of Quotations

- (a) You must quote for all the items under this request. Price quotations will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items
- (b) Your quotations must be submitted only in the attached Form of Quotation with the priced Supply, **Delivery and Price Schedule**. The currency of quoted prices and payment shall be Maldivian Rufiyaa.
- (c) The prices should be quoted for supply and delivery to Thilafushi, Maldives and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Maldives
- (d) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (e) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail.
- (f) Your quotation(s) should be valid for a period of 30 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years



Submission and Opening

(g) Your **Form of Quotation** with the required documents should be submitted electronically to the email below before 12pm of 15th January 2022.

E-mail : aminath.maleela@environment.gov.mv

In subject please ensure include package number (G016). Once received you shall receive an email confirming we have received your quotation. If not please contact +960 7931645.

Evaluation and Comparison

- (h) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (i) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
 - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

- (j) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation.
- (k) The Supplier whose quotation has been accepted will be notified by the Purchaser within 2 weeks from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.
- (l) The successful Supplier shall sign the **Contract** governed by the **Contract Terms and Conditions**. In addition to the quoted price, the contract price shall include Value Added Tax (VAT) in Maldives
- 5. Further information can be obtained from:

E-mail : aminath.maleela@environment.gov.mv

6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.

- 7. Under ADB's Anticorruption Policy (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
- 8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to

	each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers): ¹				
	(a) Name of Institution:				
	(b) Period of debarment, ineligibility, or blacklisting (start and end date):				
	(c) Reason for the debarment, ineligibility, or blacklisting:				
9.	You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.				
	If so charged or convicted, please state details: ²				
	(a) Nature of the offense/violation:				
	(b) Court/Area of jurisdiction:				
	(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty):				
	(d) Other relevant details:				

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any



¹ Any such disclosure shall be forwarded by the Purchaser to ADB.

² Any such disclosure shall be forwarded by the Purchaser to ADB.

- of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
- 11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
- 12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
- 13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

Ibrahim Zameel Project Manager

Attachment 1

SUPPLY AND DELIVERY SCHEDULE

ltem	Description	Place of delivery	Quan tity	Unit Price	Total Price	Delivery Schedule
1	Waste collection bin 660 I yellow color including wear parts	CIF Thilafushi	60 units			3 months from contract signing
2	Waste collection bin 2 wheeled 360 l green color including wear parts	CIF Thilafushi	20 units			3 months from contract signing

Note: The schedule may be for a lot with several items but requiring a single lot price. Prices shall be in local currency. *All Pricing Must Be Held Firm For 30 Day



Attachment 2

TECHNICAL SPECIFICATIONS

	DESCRIPTION	QUANTITY
1	waste collection bins 660 l yellow colour	
	Manufactured by compact injection moulding process from high molecular weight, high-density polyethylene (HDPE) in accordance with the test regulations of DIN EN 840	60 units
	Dimensions according EN 840-2 or similar	
	resistant heat and chemicals; UV protected	
	Axis : tempered steel	
	4 wheels quiet-running, full rubber heavy-duty castors of 200 mm diameter, 360° swivel range	
	zinc-plated, corrosion-resistant metal parts	
	With drain plug in the bottom to facilitate cleaning	
	Supplied new	
	Min 12 months guarantee	
	Color yellow RAL 1016 (or similar)	
2	Waste collection bins 360 I green	
	Manufactured by compact injection moulding process from high molecular weight, high-density polyethylene (HDPE) in accordance with the test regulations of DIN EN 840	
	Dimensions according EN 840-1 or similar	20 units
	resistant heat and chemicals; UV protected	
	corrosion-protected steel axle, zinc-plated	
	equipped with two solid rubber maintenance-free 250 mm diameter wheels	
	Supplied new	
	Min 12 months guarantee	
	Color green RAL 6002 (or similar)	
	Wear parts (for 660 I and 360 I bins):	
	Set of wheels (20% of quantity provided)	
	Set of axes including bolts (20% of quantity provided)	
	Set of lids (10% of quantity provided including fixing bolts)	
	Lifting trunnions, right and left (20% of quantity provided)	



660 I (for orientation purpose)

330 I (for orientation purpose) **Dimensions - Weight - Standards** 360 litres Nominal volume: Net weight: approx 17 kg Max load: 144 kg Permitted total weight: 159 kg 1100 mm 🔳 D 848 mm 650 mm ■ B 1028 mm ■ E 680 mm C 770 mm F 520 mm Measurements to be used as a guide only - variations will occur D Ε Α В 250



FORM OF QUOTATION (Goods)

		Date:
	ect Manager) Imental Improvement and Waste Nant, Climate Change and Technolog	3
accordance with the Con this Quotation for the Co of currency]	tract Terms and Conditions and the ontract Price of	[name and number of Contract] in the priced Supply and Delivery Schedule accompanying [amount in words and numbers] () [name invery of Goods described in the Contract within the chedule.
	and your written acceptance wi not bound to accept the lowest or	Il constitute a binding Contract between us. We any Quotation you receive.
,	•	with the Validity of the Offer and Warranty conditions Contract Terms and Conditions, respectively.
prepared the design and owned by the Purchaser;	d specifications of the contract that; (d) are not currently sanctioned of our knowledge, is not prohibited	cry; (b) have not been associated with the firm that it is subject of this request for quotation; (c) are not or temporarily suspended by the Asian Development if from being contracted in compliance with a decision
Title of Signatory : Address :		
Fmail address (ontional):		

ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 15 days from receipt. Please provide a Performance Security for the due performance of the Contract, within 15 days of receipt of this returned **Form of Quotation**, in the amount equivalent to 10% of the Contract Price.]

Name of Purchaser	•
Authorized Signature	÷
Name of Signatory	÷
Title of Signatory	÷
Date	:

CONTRACT

Na	me c	of Country: Republic of Maldives				
Pro	ject	Name: Greater Male', Environmental Im	provement and Waste Management Project			
		of Contract: G016- Supply of Equipment arts and Waste Collection Bins 2 wheeled	for Greater Male' – Waste Collection bins – 660 L Yellow including d 360 L including wear parts			
Co	ntrac	t number:				
(he	reina		ay of _[month]_,_ [year], between[name of Purchaser] part, and[name of Supplier] (hereinafter called "the			
in a	accoi	·	tion for [description of goods] to be supplied by Supplier pted the Quotation by the Supplier in the amount of <u>[amount in</u> Contract Price".			
The	e Purchaser and the Supplier agree as follows: The following documents shall be deemed to form and be read and construed as part of this Contract, viz:					
	a)	a) Form of Quotation, with Supply and Delivery Schedule;				
	b)	Contract Terms and Conditions; and				
	C)	Technical Specifications				
2.	her Coi	Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this Contract with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this Contract and its Terms and Conditions .				
3.	The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the Contract Price as indicated and accepted in the Form of Quotation , under payment terms stipulated in the Contract Terms and Conditions .					
		NESS whereof the parties hereto have exc date indicated above.	ecuted the Contract under the laws of [country of Purchaser]			
	_	ure and seal of the Purchaser: d on behalf of	Signature and seal of the Suppler: For and on behalf of			
	ame	of Authorized Representative	Name of Authorized Representative			

CONTRACT TERMS AND CONDITIONS

Project Name: Greater Male' Environmental Improvement and Waste Management Project.

Purchaser: Ministry of Environment, Climate Change and Technology

Package No: G016

1. Definitions

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service 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, as specified in the SCC.
- (h) "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 Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

Applicable Law

2.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

Language

3.1 All communications and documents related to the Contract shall be in English.

4. Assignment

4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

5. Fraud and Corruption

This Contract shall be covered by the provisions of <u>ADB's Anticorruption Policy</u> (1998, as amended to date) and <u>Integrity Principles and Guidelines</u> (2015, as amended from time to time) that requires Recipients (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Fixed Contract Price

The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

7. Delivery Schedule

- 7.1 The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding _____ months from the date of signing of contract.
- 8. Required Technical Specifications (with attachments as necessary)
 - (a) General Description
 - (b) Specific details and technical standards
 - (c) Performance Parameters

Supplier confirms compliance with above specifications.

9. Delivery and Documents

- 9.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser:
 - (a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
 - (b) manufacturer's or supplier's warranty certificate; and
 - (c) certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

10. Taxes and Duties

10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

11. Payment

- 11.1 Payment of the contract price shall be made in the following manner:
 - (a) (Optional advance payment) 10% within 14 days of signing the contract. Payment shall be made

- upon presentation by Supplier of verifiable proof of availability of goods ready for shipment/delivery.
- (b) 90% (or 80% if advance payment made) within 30 days from receipt by the Purchaser of the delivered goods on site in accordance with the contract (or whatever is appropriate for the goods being procured) including the required documents; and
- (c) 10% within 14 days upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser.

12. Warranty

12.1 Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

13. Defects

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

Facility	 	
Address	 	

14. Resolution of Disputes

14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the [arbitration law or rules of the Purchaser's country].

15. Failure to Perform

15.1 The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

16. Force Majeure

- 16.1 The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 - (a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
 - (b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the

Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

17. Termination Due to Integrity Violation

17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

18. Accounts and Records

18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

19. Suspension of ADB Grant or Credit

- 19.1 In the event that ADB suspends the Grant or Credit to the Purchaser, from which part of the payments to the Supplier are being made,
 - (a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
 - (b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.