



Republic of Maldives

SHOPPING DOCUMENTS

Issued on: **December 27, 2021**

for

Supply of Spare Parts for Cummins Brand Generator

Issued by:
Project Management Unit
Maldives Clean Environment Project (MCEP)
Ministry of Environment, Climate Change and Technology

Section I. Instructions to Suppliers

A: General	
1. Scope of Bid	<p>1.1 The Government of the republic of Maldives through the Ministry of Environment, Climate Change and Technology 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 Request for Quotation (RFQ) 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>
Fraud and Corruption	<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"> (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, 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.
B: Contents of Documents	
3. Contents of Documents	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"> • Section I. Instructions to Suppliers (ITS) • Section II. Data Sheet • Section III. Schedule of Requirements • Section IV. Technical Specifications & Compliance with Specifications • Section V. Quotation submission Form(s) • Section VI. Price Schedule • Section VII. Contract Form(s) <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>
C: Preparation of Quotation	
<p>4. Documents Comprising your Quotation</p>	<p>4.1 The Quotation shall comprise the following:</p> <ul style="list-style-type: none"> (a) Quotation Submission Form (section V) (b) Price Schedule (Section VI); (c) Technical Specifications & Compliance with Specifications (section IV)
<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 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>
<p>7. Currency</p>	<p>7.1 The supplier shall quote only in Maldivian Rufiyaa.</p>
<p>8. Documents to Establish the Conformity of the Goods</p>	<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 <i>Section IV, “Technical Specifications & Compliance with Specifications”</i>.</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>
<p>9. Period of Validity of quotation</p>	<p>9.1 Quotations shall remain valid for the period of thirty (45) days after the quotation submission deadline date.</p>
<p>10. Format and Signing of Quotation</p>	<p>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.</p>
<p>D: Submission and Opening of Quotation</p>	
<p>11. Submission of Quotation</p>	<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 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 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.
13. Late Quotation	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.
14. Opening of Quotations	14.1 The Purchaser shall conduct a public reading of the quotations 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 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>
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 quotation	<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"> (a) The Price as quoted; (b) Price adjustment for correction of arithmetical errors; (a) Price adjustment due to discounts offered. <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>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 most advantageous 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 its quotation has been accepted.</p>

Section II: Data Sheet

ITS Clause Reference	
1.2	<p>The name and identification of this Invitation for Quotation is:</p> <p style="text-align: center;">Supply of Spare Parts for Cummins Brand Generator</p>
3.3	<p>Purchaser's address is:</p> <p style="text-align: center;">Project Management Unit Maldives Clean Environment Project (MCEP) Ministry of Environment, Climate Change and Technology Green Building Handhuvaree Hingun, Maafannu Male', Republic of Maldives Tel: +960 3018419, Fax: +960 3018301 Email: mcep.procurement@environment.gov.mv</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;">Project Manager Project Management Unit Maldives Clean Environment Project (MCEP) Ministry of Environment, Climate Change and Technology Green Building Handhuvaree Hingun, Maafannu Male', Republic of Maldives Tel: +960 3018419, Fax: +960 3018301</p> <p>Deadline for submission of quotations is: Date: January 9, 2022 Time: 1300 Hours local time</p>
14	<p>The quotations shall be opened at the following address:</p> <p style="text-align: center;">Project Management Unit Maldives Clean Environment Project (MCEP) Ministry of Environment, Climate Change and Technology Green Building Handhuvaree Hingun, Maafannu Male', Republic of Maldives</p> <p>Date and time of opening: Date: January 9, 2022 Time: 1300 Hours local time</p>

Section III: Schedule of Requirements

Item No.	Description of Goods	Part Number	Qty	Final Destination	Latest Date for Delivery
1	Motor Control ABB, M220, 630A, 60-60Hz		1	Ministry of Environment, Climate Change and Technology	30 days from contract signing
2	AVR AS440		1	Ministry of Environment, Climate Change and Technology	30 days from contract signing
3	AVR SX440		1	Ministry of Environment, Climate Change and Technology	30 days from contract signing
4	Cummins EFC Unit		2	Ministry of Environment, Climate Change and Technology	30 days from contract signing
5	Alternator	3016627	1	Ministry of Environment, Climate Change and Technology	30 days from contract signing
6	Starting Motor	4061191	1	Ministry of Environment, Climate Change and Technology	30 days from contract signing
7	Injector	3087648	6	Ministry of Environment, Climate Change and Technology	30 days from contract signing
8	Oil Pressure Sensor		1	Ministry of Environment, Climate Change and Technology	30 days from contract signing
9	Battery Switch		1	Ministry of Environment, Climate Change and Technology	30 days from contract signing

Section IV: Technical Specification & Compliance

Spare Parts for Cummins Generator

BRAND: Cummins
Model: MTA A11-G3
Serial No: 41287533
CPL: 3486

Item	Specification	Required	Tenderers Response (Y/N)
Motor Control ABB, M220, 630A, 60-60Hz		Yes	
AVR AS440		Yes	
AVR SX440		Yes	
Cummins EFC Unit		Yes	
Alternator	1 year warrantee	Yes	
Starting Motor		Yes	
Injector		Yes	
Oil Pressure Sensor		Yes	
Battery Switch		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 have 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]*

Section VI: 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
01	Motor Control ABB, M220, 630A, 60-60Hz	<i>[insert quoted Delivery Date]</i>	01	<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>
02	AVR AS440	<i>[insert quoted Delivery Date]</i>	01	<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>
03	AVR SX440	<i>[insert quoted Delivery Date]</i>	01	<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>
04	Cummins EFC Unit	<i>[insert quoted Delivery Date]</i>	02	<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>
05	Alternator	<i>[insert quoted Delivery Date]</i>	01	<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>
06	Starting Motor	<i>[insert quoted Delivery Date]</i>	01	<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>

07	Injector	<i>[insert quoted Delivery Date]</i>	06	<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>
08	Oil Pressure Sensor	<i>[insert quoted Delivery Date]</i>	01	<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>
09	Battery Switch	<i>[insert quoted Delivery Date]</i>	01	<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>
TOTAL PRICE								

Section VII: Contract Form

Contract Agreement

THIS CONTRACT AGREEMENT is made the day of, 2022.

BETWEEN,

(1) The **MINISTRY 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., *Supply of Spare Parts for Cummins Generator* 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

PURCHASER

SUPPLIER

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Ministry of Environment, Climate
Change and Technology.
Republic of Maldives

IN WITNESS OF

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Ministry of Environment, Climate
Change and Technology.
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.¹ 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”² 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”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;
 - (iii) “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;
 - (iv) “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;
 - (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,

¹ 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.

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

⁵ 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 **6 months (except if otherwise mentioned in specifications)**, 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:

**Maldives Clean Environment Project (MCEP)
Project Management Unit
Ministry of Environment, Climate Change and Technology
Green Building
Handhuvaree Hingun, Maafannu
Male', Republic of Maldives**

