Ministry of Education, Higher Education and Skills Development
Republic of Maldives

BIDDING DOCUMENT

For

22PU/2026/G-10

SUPPLY AND DELIVERY OF ITERECTIVE CLASSROOM BOARD REQUIRED FOR SCHOOL DIGITALIZATION PROJECT IN L. ATOLL EDUCATION CENTRE

October 25, 2026

Ministry of Education, Higher Education and Skills Development

Republic of Maldives

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PART 1 – Tendering Procedures

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Section I. Instructions to Tenderers

A. General

1. Scope of Bid

1.1 The Procuring Entity **indicated in the Bid Data Sheet (BDS),** issues these Tendering Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and procurement reference number of this Tendering Invitation are **specified in the BDS.** The name, identification, and number of lots are also **provided in the BDS**. Throughout this Tendering Document:

(a) the term "in writing" (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through electronic-procurement system used by the Employer) means communicated in written form and delivered against receipt;

(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and

(c) "Day" means calendar day.

2. Source of Funds

2.1 The Procuring Entity has an approved budget from Indian Grant which has been allocated towards the acquisition of the goods for which this tender has been issued. The Procuring Entity intends to apply the allocated funds to eligible payments under a contract for the supply and delivery of these goods as detailed in this Tender Document.

2.2 Payments will be made only at the request of the Procuring Entity in accordance with contact terms and conditions and in accordance with financial legislation in force.

3. Fraud and Corruption

3.1 It is the Government's policy to require that Procuring Entities, as well as Tenderers, suppliers, and contractors and their subcontractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(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

(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 Government 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 Government's inspection and audit rights provided for under sub-clause 3.1 (e) below.

(b) will reject a proposal for award if it determines that the Tenderer 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 in whole or in part the portion of the contract if it determines at any time that representatives of the Procuring Entity engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Government having taken timely and appropriate action satisfactory to address such practices when they occur;

(d) will suspend a firm or individual from participation in public procurement, by declaring it ineligible, either indefinitely or for a stated period of time, to be awarded a Government funded 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 Government funded contract; and

(e) will have the right to require that a provision be included in tendering documents and in contracts financed by the Government, requiring Tenderers, suppliers, and contractors and their sub-contractors to permit the Government 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 Government.

3.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

4. Eligible Tenderers

4.1 A Tenderer, and all parties constituting the Tenderer, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.2 A Tenderer shall meet the following criteria to be eligible to participate in public procurement:

(a) have the legal capacity to enter into the contract;

(b) not be insolvent, in receivership, bankrupt or being wound up, its affairs not being administered by a court or a judicial officer, its business activities not being suspended and not the subject of legal proceedings for any of the foregoing;

(c) have fulfilled its obligations to pay taxes and social security contributions;

(d) not have been, and its directors or officers not have been, convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and

(e) Not have a conflict of interest in relation to the procurement requirement in accordance with Sub-Clause 4.3.

4.3 All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this tendering process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Tendering Documents ; or

(b) Submit more than one tender in this tendering process, except for alternative offers permitted under ITT Clause 13. However, this does not limit the participation of subcontractors in more than one tender;

4.4 A Tenderer that has been suspended from participation in public procurement by the Government in accordance with ITT Clause 3, at the date of contract award, shall not be eligible to be awarded a contract. The list of suspended firms is available at the electronic address specified in the **BDS.**

4.5 Government-owned enterprises in the Republic of Maldives shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Procuring Entity.

4.6 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract must have their origin in an eligible country, in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that

differs substantially in its basic characteristics from its components.

B. Contents of Tendering Documents

6. Sections of Tendering Documents

6.1 The Tendering Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITT Clause 8.

PART 1 Tendering Procedures

- Section I. Instructions to Tenderers (ITT)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Tendering Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

6.2 The Invitation for Tenders issued by the Procuring Entity is not part of the Tendering Documents.

6.3 The Procuring Entity is not responsible for the completeness of the Tendering Documents and their addendum, if these documents were not obtained directly from the Procuring Entity.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the tender.

7. Clarification of Tendering Documents

7.1 A prospective Tenderer requiring any clarification of the Tendering Documents shall contact the Procuring Entity in writing at the Procuring Entity's address **specified in the BDS.** The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all those who have acquired the Tendering Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT Clause 8 and ITT Sub-Clause 24.2.

8. Amendment of Tendering Documents

8.1 At any time prior to the deadline for submission of tenders, the Procuring Entity

may amend the Tendering Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Tendering Documents and shall be communicated in writing to all who have obtained the Tendering Documents directly from the Procuring Entity.

8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of tenders, pursuant to ITT Sub-Clause 24.2

C. Preparation of Tenders

9. Cost of Tendering

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10. Language of Tender

10.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Procuring Entity, shall be written in the language **specified in the BDS.** Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS ,** in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

11.1 The Tender shall comprise the following:

(a) Tender Submission Form and the applicable Price Schedules, in accordance with ITT Clauses 12, 14, and 15;

(b) Tender Security or Tender-Securing Declaration, in accordance with ITT Clause 21, if required;

(c) Written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 22;

(d) Documentary evidence in accordance with ITT Clause 16 establishing the Tenderer's eligibility to tender;

(e) Documentary evidence in accordance with ITT Clause 17, that the Goods and Related Services to be supplied by the Tenderer are of eligible origin;

(f) Documentary evidence in accordance with ITT Clauses 18 and 30, that the Goods and Related Services conform to the Tendering Documents;

(g) Documentary evidence in accordance with ITT Clause 19 establishing the Tenderer's qualifications to perform the contract if its tender is accepted; and

(h) Any other document **required in the BDS.**

12. Tender Submission Form and Price Schedules

12.1 The Tenderer shall submit the Tender Submission Form using the form furnished in Section IV, Tendering Forms. 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.

12.2 The Tenderer shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Tendering Forms

13. Alternative Tenders

12.1. Unless otherwise **specified in the BDS,** alternative tenders shall not be considered.

14. Tender Prices and Discounts

14.1 The prices and discounts quoted by the Tenderer in the Tender Submission Form and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Tender Submission Form shall be the total price of the tender, excluding any discounts offered.

14.4 The Tenderer shall quote any unconditional discounts and indicate the method for their application in the Tender Submission Form.

14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**

14.6 Prices shall be quoted as specified in the Price Schedule included in Section IV, Tendering Forms... In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall include the following costs and components:

(a) For Goods

(i) the price of the Goods, <u>delivered to the final destination</u> as required in the BDS quoted either:

a. CIP named place of destination, in the Republic of Maldives, or CIF named port of destination;

b. EXW (ex works, ex-factory, ex warehouse, ex showroom or off the shelf) including all customs duties and sales and other taxes already paid or payable;

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place or port of destination to their final destination **specified in the BDS**;

(iii) the custom duties and other import taxes to be paid on the Goods on entry in the Republic of Maldives if not already included in 14(a)(i)b;

(iv) any sales and other taxes due within the Republic of Maldives which will be payable on the Goods if not already included in 14(a)(i)b;

(v) Any rebate or mark-up of the local agent or representative.

(b) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) The price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS.** A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT Clause 30. However, if in accordance with the **BDS,** prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITT Sub-Clause 1.1, tenders are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS,** prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITT Sub-Clause 14.4 provided the tenders for all lots are submitted and opened at the same time.

15. Currencies of Tender

15.1 Unless otherwise specified in the **BDS,** the Tenderer shall quote entirely in Maldivian Rufiyaa**.**

Where the BDS permits tenders in other currencies, the Tenderer may express the tender price in the currency of any country in accordance with Section V, Eligible countries but shall use no more than one currency.

16. Documents Establishing the Eligibility of the Tenderer

16.1 To establish their eligibility in accordance with ITT Clause 4, Tenderers shall complete the Tender Submission Form, included in Section IV, Tendering Forms.

17. Documents Establishing the Eligibility of the Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITT Clause 5, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

18. Documents Establishing the Conformity of the Goods and Related Services

18.1 To establish the conformity of the Goods and Related Services to the Tendering Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.

18.2 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 and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical

specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

18.3 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19. Documents Establishing the Qualifications of the Tenderer

19.1 The documentary evidence of the Tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring Entity's satisfaction that:

(a) if required in the BDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Republic of Maldives;

(b) if required in the BDS , in case of a Tenderer not doing business within the Republic of Maldives, the Tenderer is or will be (if awarded the contract) represented by an Agent in the Maldives equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) The Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

20. Period of Validity of Tenders

20.1. Tenders shall remain valid for the period **specified in the BDS** after the tender submission deadline date prescribed by the Procuring Entity. A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2. In exceptional circumstances, prior to the expiration of the tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT Clause 21, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its tender, except as provided in ITT Sub-Clause 20.3.

20.3. In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial tender validity, the Contract price shall be adjusted as specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above

correction.

21. Tender Security

21.1. The Tenderer shall furnish as part of its tender, a Tender Security or a Tender-Securing Declaration, if required, as **specified in the BDS .**

21.2. The Tender Security shall be in the amount specified in the BDS and denominated in Maldivian Rufiyaa or a freely convertible currency, and shall:

(a) At the Tenderer's option, be in the form of either a bank guarantee from a banking institution, or a bond issued by a surety;

(b) Be issued by a reputable institution selected by the Tenderer and located in any eligible country. If the institution issuing the bond is located outside the Republic of Maldives, it shall have a correspondent financial institution located in the Republic of Maldives to make it enforceable.

(c) Be substantially in accordance with one of the forms of Tender Security included in Section IV, Tendering Forms, or other form approved by the Procuring Entity prior to tender submission;

(d) Be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITT Clause 21.5 are invoked;

(e) Be submitted in its original form; copies will not be accepted;

(f) Remain valid for a period of 28 days beyond the validity period of the tenders, as extended, if applicable, in accordance with ITT Clause 20.2;

21.3. If a Tender Security or a Tender- Securing Declaration is required in accordance with ITT Sub-Clause 21.1, any tender not accompanied by a substantially responsive Tender Security or Tender Securing Declaration in accordance with ITT Sub-Clause 21.1, shall be rejected by the Procuring Entity as non-responsive.

21.4. The Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 44.

21.5. The Tender Security may be forfeited or the Tender Securing Declaration executed:

(a) if a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Submission Form, except as provided in ITT Sub-Clause 20.2; or

(b) If the successful Tenderer fails to:

(i) Sign the Contract in accordance with ITT Clause 43;

(ii) Furnish a Performance Security in accordance with ITT Clause 44.

21.6. The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Tendering Forms," Tenderer Information Form Item 7.

21.7 If a tender security is **not required in the BDS** , and

(a) if a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Letter of Tender Form, except as provided in ITT 20.2, or

(b) if the successful Tenderer fails to: sign the Contract in accordance with ITT

43; or furnish a performance security in accordance with ITT 44;

the Government may, **if provided for in the BDS** , declare the Tenderer disqualified to be awarded a contract by the Government of the Maldives for a period of time **as stated in the BDS**.

22. Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the tender as described in ITT Clause 11 and clearly mark it "ORIGINAL." In addition, the Tenderer shall submit copies of the tender, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23. Submission, Sealing and Marking of Tenders

23.1. Tenderers may always submit their tenders by mail or by hand. When so specified in the **BDS,** Tenderers shall have the option of submitting their tenders electronically.

(a) Tenderers submitting tenders by mail or by hand, shall enclose the original and each copy of the Tender, including alternative tenders, if permitted in accordance with ITT Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITT sub-Clauses 23.2 and 23.3.

(b) Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the **BDS.**

23.2. The inner and outer envelopes shall:

(a) Bear the name and address of the Tenderer;

(b) Be addressed to the Procuring Entity in accordance with ITT Sub-Clause 24.1;

(c) bear the specific procurement reference number of this tendering process indicated in ITT 1.1 and any additional identification marks as **specified in the BDS ;** and

(d) Bear a warning not to open before the time and date for tender opening, in accordance with ITT Sub-Clause 27.1.

23.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the tender.

24. Deadline for Submission of Tenders

24.1. Tenders must be received by the Procuring Entity at the address and no later than

the date and time **specified in the BDS.**

24.2. The Procuring Entity may, at its discretion, extend the deadline for the submission of tenders by amending the Tendering Documents in accordance with ITT Clause 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

25.1 The Procuring Entity shall not consider any tender that arrives after the deadline for submission of tenders, in accordance with ITT Clause 24. Any tender received by the Procuring Entity after the deadline for submission of tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26. Withdrawal, Substitution, and Modification of Tenders

26.1. A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice in accordance with ITT Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the tender must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITT Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) Received by the Procuring Entity prior to the deadline prescribed for submission of tenders, in accordance with ITT Clause 24.

26.2. Tenders requested to be withdrawn in accordance with ITT Sub-Clause 26.1 shall be returned unopened to the Tenderers.

26.3. No tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Submission Form or any extension thereof.

27. Tender Opening

27.1. The Procuring Entity shall conduct the tender opening in public at the address, date and time **specified in the BDS.** Any specific electronic tender opening procedures required if electronic tendering is permitted in accordance with ITT Sub-Clause 23.1, shall be as **specified in the BDS.**

27.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding tender will be opened. No tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at tender opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be

permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at tender opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further.

27.3. All other envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the Tender Prices, including any discounts and alternative offers; the presence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late tenders, in accordance with ITT Sub-Clause 25.1.

27.4. The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required. The Tenderers' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Tenderers who submitted tenders in time, and posted online when electronic tendering is permitted.

E. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of tenders, and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until publication of the Contract Award.

28.2 Any effort by a Tenderer to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the tenders or contract award decisions may result in the rejection of its Tender.

28.3 Notwithstanding ITT Sub-Clause 28.2, from the time of tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it should do so in writing.

29. Clarification of Tenders

29.1 To assist in the examination, evaluation, comparison and post-qualification of the tenders, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the tenders, in accordance with ITT Clause 31.

30. Responsiveness of Tenders

30.1 The Procuring Entity's determination of a tender's responsiveness is to be based on the contents of the tender itself.

30.2 A substantially responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tendering Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) Limits in any substantial way, inconsistent with the Tendering Documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

(c) If rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive tenders.

30.3 If a tender is not substantially responsive to the Tendering Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.

31.2 Provided that a tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.3 Provided that the Tender is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of errors, its Tender shall be rejected.

32. Preliminary Examination of Tenders

32.1 The Procuring Entity shall examine the tenders to confirm that all documents and technical documentation requested in ITT Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the offer shall be rejected.

(a) Tender Submission Form, in accordance with ITT Sub-Clause 12.1;

(b) Price Schedules, in accordance with ITT Sub-Clause 12.2;

(c) Tender Security or Tender Securing Declaration, in accordance with ITT Clause 21, if applicable.

33. Examination of Terms and Conditions; Technical Evaluation

33.1 The Procuring Entity shall examine the Tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.

33.2 The Procuring Entity shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Tendering Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Tender is not substantially responsive in accordance with ITT Clause 30, it shall reject the Tender.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, the Procuring Entity shall convert all tender prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS,** using the selling exchange rates established by the source and on the date **specified in the BDS.**

35. Domestic Preference

35.1 Domestic preference shall not be a factor in tender evaluation.

36. Evaluation of Tenders

36.1 The Procuring Entity shall evaluate each tender that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Tender, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITT Clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Tender, the Procuring Entity shall consider the following:

(a) Evaluation will be done for Items or Lots, as **specified in the BDS;** and the Tender Price as quoted in accordance with clause 14;

(b) Price adjustment for correction of arithmetic errors in accordance with ITT Sub-Clause 31.3;

(c) Price adjustment due to discounts offered in accordance with ITT Sub-Clause 14.4;

(d) Adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;

36.4 The Procuring Entity's evaluation of a tender will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

36.5 The Procuring Entity's evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITT 36.3 (d).

36.6 If so **specified in the BDS ,** these Tendering Documents shall allow Tenderers to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Tenderer. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

37. Comparison of Tenders

37.1 The Procuring Entity shall compare all substantially responsive tenders to determine the lowest-evaluated tender, in accordance with ITT Clause 36.

38. Post qualification of the Tenderer

38.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive tender is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the tender, in which event the Procuring Entity shall proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

39.1 The Procuring Entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to Tenderers.

40. Standstill period

40.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the BDS. . The Standstill Period commences the day after the date the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Bid is submitted, the Standstill Period shall not apply

41. Notice of Intention to Award

41.1 When a Standstill Period applies, it shall commence when the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;

(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the letter is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;

(e) the expiry date of the Standstill Period;

(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period

F. Award of Contract

42. Award Criteria

42.1The Procuring Entity shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated tender and is substantially responsive to the Tendering Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

43. Procuring Entity's Right to Vary Quantities at Time of Award

41.3 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements.

44. Notification of Award

44.1 Prior to the expiration of the period of tender validity, the Procuring Entity shall notify the successful Tenderer, in writing, that its Tender has been accepted.

44.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

44.3 The Procuring Entity shall publish on its public notice board the results identifying the tender and lot numbers and the following information: (i) name of each Tenderer who submitted a Tender; (ii) tender prices as read out at tender opening; (iii) name and evaluated prices of each Tender that was evaluated; (iv) name of Tenderers whose tenders were rejected and the reasons for their rejection; and (v) name of the winning Tenderer, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Tenderers may request in writing to the Procuring Entity for a debriefing seeking explanations on the grounds on which their tenders were not selected. The Procuring Entity shall promptly respond in writing to any unsuccessful Tenderer who, after publication of contract award, requests a debriefing.

44.4 Upon the successful Tenderer's furnishing of the signed Contract Form and performance security pursuant to ITT Clause 44, the Procuring Entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to ITT Clause 21.4.

44.5 Any Tenderer may seek administrative review, in accordance with Regulation 52 of the Financial Regulations, of an act or omission by a Procuring Entity, which it considers to be in breach of the Financial Regulations. Any application for review must be submitted in writing to the Accountable Officer of the Procuring Entity, within ten working days from the date the Tenderer knew, or should have known, of the circumstances giving rise to the complaint. If the Accountable Officer does not issue a decision within ten days, or the Tenderer is not satisfied with the decision, the Tenderer may submit a complaint to the Procurement Policy Section.

45. Signing of Contract

45.1 Promptly after notification, the Procuring Entity shall send the successful Tenderer the Agreement and the Special Conditions of Contract.

45.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

45.3 Notwithstanding ITT 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Government of the Republic of Maldives, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Tenderer shall not be bound by its tender, always provided, however, that the Tenderer can demonstrate to the satisfaction of the Procuring Entity that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Tenderer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

46. Performance Security

46.1 Within twenty-eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Procuring Entity. The Procuring Entity shall promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and discharge the Tender Securities of the unsuccessful Tenderers pursuant to ITT Sub-Clause 21.4.

46.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security or execution of the Tender-Securing Declaration. In that event the Procuring Entity may award the Contract to the next lowest evaluated Tenderer, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet (BDS)

The following data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT) in Section I. Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Clause Reference	Bid data that supplements the ITT
	A. General
ITT 1.1	The Procuring Entity is: ***Ministry of Education***
ITT 1.1	The Procuring Entity is: ***Procurement Section*** ***Ministry of Education, Higher Education and Skills Development*** ***Ameer Ahmed Magu, Henveyru,*** ***Male', 20079,*** ***Republic of Maldives.*** The name of the NCB is: **Supply and Delivery of Interactive Classroom Board Required for School Digitalization Project in L. AEC** The identification number of the NCB is: **(IUL)22-PU/22/2026/290** The number and identification of lots (contracts) comprising this NCB is: **N/A**
ITT 4.4	A list of firms suspended from participating in Government funded projects is available at http://www.finance.gov.mv – N/A
	B. Contents of Bidding Documents
ITT 7.1	For **Clarification of bid purposes** only, the Procuring Entity's address is: For **clarification purposes** only, the Employer's address is: Ali Naajih Senior Procurement Officer Procurement Section Ministry of Education Ameer Ahmed Magu, Male', 20379 Republic of Maldives Tel: (960) 304 1242, E-mail: ali.naajih@moe.gov.mv CC: procurement@moe.gov.mv Requests for **clarification** should be received by the Employer no later than: **01 November 2026| 23:59 hrs.**

	C. Preparation of Bids
ITT 10.1	The language of the tender is: ***English***
ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its tender: 1. Power of Attorney to confirm authorization of the signatory of the Bid to commit the Bidder, in accordance with ITT Clause 22 2. Business Registration Certificate 3. GST Registration (if applicable). 4. Specification form
ITT 13.1	Alternative Tenders ***shall not be*** considered.
ITT 14.5	The Incoterms edition is: ***2010***
ITT 14.6	Place of Destination: **Fonadhoo, L. Atoll**
ITT 14.6(a)i	Maldivian entities, International foreign companies who are already engaged in any work in Maldives, or have re-registered their entity in the Maldives, or have incorporated a company in Maldives shall be eligible to submit the Bid prices inclusive of GST. Where bid prices quoted is not indicated or mentioned as "exclusive" of GST or local taxes, the Purchaser have the right to take the quoted bid price deemed to be inclusive of GST and all applicable local taxes.
ITT 14.6 (a)(ii)	"Final destination": **L. Atoll Education Centre**
ITT 14.7	The prices quoted by the Tenderer **shall not** be adjustable.
ITT 15.1	The Tenderer *is required* to quote entirely in **Maldivian Rufiyaa or USD.** The award of contract shall be in **Maldivian Rufiyaa for Local Parties and USD** for the bids quoted in other currencies.
ITT 18.3	Refer to technical Specification
ITT 19.1 (a)	Manufacturer's authorization is: N/A
ITT 19.1 (b)	After sales service is: (Refer to Technical Specification)
ITT 20.1	The bid validity period shall be 120 days from the date of bid opening
ITT 21.1	The currency of the bid security shall be in Maldivian Rufiyaa or equivalent in USD. Bid Security shall be in the form of either a bank guarantee from a banking institution, or a bond issued by a surety or cashier's check.

ITT 21.2	The Tenderer shall furnish a Bid security **MVR 10,000/-** The validity of the bid security shall be:**120 days beyond the validity of the Tender**
ITT 22.1	In addition to the **Original** of the Tender, the number of copies required is: 1 authentic soft copy (stamped & scanned)
ITT22.2	The written confirmation of authorization to sign on behalf of the Tenderer shall indicate: (a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender such as a Power of Attorney; and In the case of Tenders submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITT 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution."]
	D. Submission and Opening of Bids
ITT 23.1	Tenderers shall not have the option of submitting their tenders electronically.
ITT 24.1	For Tender **submission purposes** only, the Employer's address is: *Mr.Ali Shameem,* *Deputy Director General,* *Procurement Section* *Ministry of Education, Higher Education and Skills Development* *Ameer Ahmed Magu, Male', 20079* *Republic of Maldives* *Tel: (960) 3041242, (960) 3341460* *E-mail: ali.naajih@moe.gov.mv* *procurement@moe.gov.mv* **The deadline for Tender submission is:** **Date: 04 November, 2026** **Time: 11:30:00 Hrs (Maldivian Time)**
ITT 27.1	The tender opening shall take place at: *Ministry of Education, Higher Education and Skills Development* *Velaanaage, 9th FL* *Ameer Ahmed Magu, Male', 20079*

	Republic of Maldives **The deadline for the submission of bids is:** **Date: 04 November, 2026** **Time: 11:30:00 Hrs (Maldivian Time)**
E. Evaluation and Comparison of Bids	
ITT 34.1	The single currency for price conversions is: United States Dollar The source of official selling rates is: Maldives Monetary Authority The date of exchange rates is: 7 days prior to bid submission date.
ITT 36.3 (a)	Evaluation will be done ***Tenders will be evaluated for all the items as a whole and the Contract will comprise the item(s) awarded to the successful Tenderer.***
ITT 36.3 (d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria Deviation in 46.2.1 Delivery schedule: No 46.2.2 Deviation in payment schedule: No 46.2.3 The cost of major replacement components, mandatory spare parts and services: No 46.2.4 The availability in the Republic of Maldives of spare parts and after-sales services for the equipment offered in the tender: No 46.2.5 The projected operating and maintenance costs during the life of the equipment: No 46.2.6 The performance and productivity of the equipment offered;
	F. Award of Contract
ITT 40.1	The duration of the Standstill Period is **Three (3)** working days.
ITT 41.1	The procedures for making a Procurement-related Complaint are detailed in the Chapter 17 of the Public Financial Regulation of the Maldives If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, In Writing to: For the attention: Mr.Ali Shameem Title/position: Deputy Director General Employer: Procurement Section Ministry of Education, Higher Education and Skills Development Email address: ali.naajih@moe.gov.mv shamym@moe.gov.mv procurement@moe.gov.mv

ITT 42.1	This project will be awarded to Tenderer whose offer has been determined to be the substantially responsive Tenderer who offers the lowest price for each item.
ITT reference	**Tender data that supplements the ITT**
ITT 42.1	The Adjudicator proposed by the Employer is**:** Ministry of Finance

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Procuring Entity shall use to evaluate a bid and qualify the Tenderers. In accordance with ITT 36 and ITT 38, no other factors, methods or criteria shall be used.

Contents

1. Evaluation (ITT 36).....Error! Bookmark not defined.

1. Evaluation

In addition to the criteria listed in ITB 34.1 (a) – (e) the following criteria shall apply;

- Tax clearance of the lowest evaluated bidder shall be checked prior to contract award.
- Technical Specification (issued with the bidding document) for the project must be met.

1.1 Adequacy of Technical Proposal

Evaluation of the Tenderer's Technical Proposal will include an assessment of the Tenderer's technical capacity to check whether it fully in accordance with the requirements stipulated in Part 2 – Supply Requirements, Section VII (Schedule of Requirements), Technical Specifications and Quantities.

1.3 Completion Time

Bidder Shall agree to complete the whole of the Works comprised in the Contract within the duration stipulated in GCC 1.1 (n).

An alternative Completion Time, if permitted under ITT 13.2, will be evaluated as follows: Not Applicable

1.4 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

Not Applicable

2. Qualification

Factor	2.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Tenderer				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.1.1 Nationality	Nationality in accordance with ITT 4.2.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A	Form ELI –1.1 and ELI 1.2, with attachments
2.1.2 Conflict of Interest	No conflicts of interests as described in ITT 4.4.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A	Letter of Tender
2.1.3 Government Suspension	Not having been suspended from participation in public procurement by the Government as described in ITT 4.5.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Tender
2.1.4 Government Owned Entity	Compliance with conditions of ITT 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form ELI –1.1 and 1.2, with attachments

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Tenderer				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.2.1 History of Non-Performing Contracts	Non-performance of a contract[1] did not occur as a result of contractor default during the past 5 years preceding the deadline for bid submission.	Must meet requirement[1 & 2]	Must meet requirements	Must meet requirement[2]	N/A	Form CON-2
2.2.2 Pending Litigation	Bidder's financial position and prospective long-term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

[1] Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

[2] This requirement also applies to contracts executed by the Bidder as JV member.

Factor	2.3 Financial Situation					
Sub-Factor	**Criteria**					**Documentation Required**
	Requirement	**Tenderer**				
		Single Entity	**Joint Venture, Consortium or Association**			
			All partners combined	**Each partner**	**At least one partner**	
2.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the Tenderer's country, other financial statements acceptable to the Employer, for the last **three (3)** years to demonstrate the current soundness of the Tenderers financial position and its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 2.1 with attachments
2.3.2. Average Annual Turnover	Minimum average annual turnover of **MVR 500,000.00**, within the last **three (3)** years.	Must meet requirement	Must meet requirement	Must meet five percent (5 %) of the requirement	Must meet Twenty percent (20%) of the requirement	Form FIN –2.2
2.3.3. Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: MVR **MVR 250,000.00**	Must meet requirement	Must meet requirement	Must meet Five percent (5 %) of the requirement	Must meet Twenty percent (20%) of the requirement	Form FIN –2.1 and FIN 2.3

Note 1: Financial resources such as Line of Credits specified shall be sought from Financial Institutions. All financing facilities sought for other than this specific project, shall be presented along with a written confirmation of the facility balance by the facility provider. The written confirmation shall not carry a date earlier than 30 days prior to the date of bid submission.

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Tenderer				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.4.1 General Experience	Experience under contracts in the role of supplier, subcontractor, or management Supplier for at least the last **3** years prior to the applications submission deadline.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP-2.4
2.4.2 Specific Experience	Participation as Supplier, management Supplier, or subcontractor[3],, in at least **2** contracts[4] within the last **3** years, each with a value of at **least MVR 250,000.00** that have been successfully[5] and substantially[6] completed and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Employer's Requirements.	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form EXP 2.4.1

[3] Subcontracts shall be considered only for First Tier Subcontracts (Works subcontracted through Primary Contractor), which are inline and in full adherence to the main contracts. Such contracts shall also be subject to verification by the Employer, Government Authorities and Third Parties.

[4] All contracts submitted for experience requirements shall be subject to verification by the Employer, Government Authorities and Third Parties.

[5] 100% of the works fully completed.

[6] 90% of the works completed and asset/place have been put to use for the purpose for which they were intended.

Form FIN – 2.1

Financial Situation

Historical Financial Performance

To be completed by the Tenderer and, if JV, by each partner

Tenderer's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Tendering No.: _____

Page _____ of _____ pages

Financial information (MVR equiv)	**Historic information for previous 3 years (MVR equity in ,000s)**				
				Avg.	**Avg. Ratio**
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- Must reflect the financial situation of the Tenderer or partner to a JV, and not sister or parent companies
- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Form FIN – 2.2

Average Annual Turnover

Tenderer's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Tendering No.: _____

Page _____ of _____ pages

Annual turnover data		
Year	**Amount and Currency**	**MVR equivalent**
*Average Annual Turnover		

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III (Evaluation and Qualification Criteria), Sub-Factor 2.3.2, divided by that same number of years.

Form FIN2.3

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 III (Evaluation and Qualification Criteria)

Source of financing	Amount (in MVR equivalent)
Working Capital (to be taken from FIN - 1)	
Lines of Credit [a]	
Other Financial Resources [b]	

[a] Shall be substantiated by a letter from the bank/financial institution issuing the line of credit in accordance with note 1 of 2.3.3. Financial Resources in Section III- Evaluation and Qualification criteria.

[b] Other financial means such as unencumbered real assets should be substantiated with "Asset Clearance Certificate" from all the Banks and financial institutions currently running in the Maldives, and provide documentary evidence stating its clearance from any encumbrance, liens or any obligations on any assets claimed as financial resources.

Experience

FORM 2.4 - General Experience

Tenderer's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Tendering No.: _____

Page _____ of _____ pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Tenderer
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Tenderer: Name of Employer: Address:	

FORM 2.4.2 – Specific Experience of contracts of similar nature

List all contracts performed in the last five years, valued over the amount stated in Section III.

(Reference letters of the works completed shall be submitted along with the bid).

Description (& scope) of Goods supplied	Name of Client & Contact Person	Year of Completion	Currency & Value of Contract

Table of Forms

Tenderer Information Form **43**

Tenderer's JV Members Information Form **45**

Tender Submission Form .....Error! Bookmark not defined.

Price Schedule: Goods delivered to nominated point in the Republic of Maldives. .....

Price and Completion Schedule - Related Services .....

Tender Security (Tender Bond) **54**

Tender-Securing Declaration **55**

Tenderer Information Form (ELI-1.1)

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

Date: [insert date (as day, month and year) of Tender Submission]

Invitation No: [Insert reference no]

Procurement Reference No.: [insert reference number]

Page _____ of_ _____ pages

1. Tenderer's Legal Name	{insert Tenderer's legal name}
2. In case of JV, legal name of each party:	{insert legal name of each party in JV}
3. Tenderer's actual or intended Country of Registration:	{insert actual or intended Country of Registration}
4. Tenderer's Year of Registration:	{insert Tenderer's year of registration}
5. Tenderer's Legal Address in Country of Registration:	{insert Tenderer's legal address in country of registration}
6. Tenderer's Authorized Representative Information	
Name:	{insert Authorized Representative's name}
Address:	{insert Authorized Representative's Address}
Telephone/Fax numbers:	{insert Authorized Representative's tel/fax numbers}
Email Address:	{insert Authorized Representative's email address}
7. Attached are copies of original documents of: {check the box(es) of the attached original documents}	
☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT Sub-Clauses 4.1 and 4.2. ☐ In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITT Sub-Clauses 4.1 ☐ In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in	

accordance with ITT Sub-Clause 4.6.

Tenderer's JV Members Information Form (ELI-1.2)

[The Tenderer shall fill in this Form in accordance with the instructions indicated below].

Date: [insert date (as day, month and year) of Tender Submission]

Invitation No: [Insert reference no]

Procurement Reference No.: [insert reference]

Page ___ of ___ pages

1.	Tenderer's Legal Name:	{insert Tenderer's legal name}
2.	JV's Party legal name:	{insert JV's Party legal name}
3.	JV's Party Country of Registration:	{insert JV's Party country of registration}
4.	JV's Party Year of Registration:	{insert JV's Part year of registration}
5.	JV's Party Legal Address in Country of Registration:	{insert JV's Party legal address in country of registration}
6.	JV's Party Authorized Representative Information	
	Name:	{insert name of JV's Party authorized representative}
	Address:	{insert address of JV's Party authorized representative}
	Telephone/Fax numbers:	{insert telephone/fax numbers of JV's Party authorized representative}
	Email Address:	{insert email address of JV's Party authorized representative}
7.	Attached are copies of original documents of: {check the box(es) of the attached original documents}	

- ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT Sub-Clauses 4.1 and 4.2.
- ☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITT Sub-Clause 4.6.

Letter of Tender

NOTE TO TENDERERS: Letter of Tender shall be in the Company Letter head.
Note: All italicized text is for use in preparing these form and shall be deleted from the final products.

Date: _____

Tenderer's Reference No.: _____
Procurement Reference No.: _____

To: Mr.Ali Shameem
Deputy Director General
Procurement Section
Ministry of Education, Higher Education and Skills Development
Male', Republic of Maldives

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Tendering Documents, including Addenda issued in accordance with Instructions to Tenderers (ITT) Clause 8;

(b) We offer to execute in conformity with the Tendering Documents of the following Works:

(c) **22-PU/2026/G-09 | Supply and Delivery of Interactive Classroom Board Required for School Digitalization Project in L. AEC**

(d) **The** total lump-sum fixed price of our Tender, excluding Goods and Services Tax (GST) in item (d) and excluding any discounts offered in item (e) below is: …….;*[amount in numbers & words]*

The amount for Goods and Services Tax (GST) is ……. ……..…

(Fill in the table below)……. [amount in numbers & words]

(e) We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible and to complete the whole of the Works comprised in the Contract within …….. (days).

(a) Our Tender shall be valid for the period specified in **ITT 18.1** from the date fixed for the Tender submission deadline in accordance with the Tendering Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Tender;[7]

(c) If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering Document;

[7] *Include if price adjustment provisions apply in the Contract in accordance with SCC Sub-Clause **13.1 Adjustments for Changes in Cost**.*

(d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;

(e) We, including any subcontractors or suppliers for any part of the contract, are eligible in accordance with ITT Sub-Clause 4.3 and do not have any conflict of interest in accordance with ITB 4.4;

(f) We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this tendering process in accordance with ITB 4.4, other than alternative offers submitted in accordance with ITB 13;

(g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been suspended from public procurement by the Government, under the laws or official regulations of the Republic of Maldives;

(h) We are not a government owned entity/We are a government owned entity but meet the requirements of ITT 4.6;[8]

(i) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.6;[9]

(j) We have paid, or will pay the following commissions, gratuities, or fees with respect to the tendering process or execution of the Contract: [10]

(k)

Name of Recipient	Address	Reason	Amount

(l) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(m) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive; and

(n) If awarded the contract, the person named below shall act as Contractor's Representative: …….

Signed:	…….....…{insert signature of authorized person}
Name:	……..…{insert complete name of person signing}
In the capacity of:	…….…….....{insert legal capacity of person signing}

[8] ***Use one of the two options as appropriate.***

[9] ***Use one of the two options as appropriate.***

[10] ***If none has been paid or is to be paid, indicate "none".***

Duly authorized to sign the tender for and on behalf of	……..…….{insert complete name of Tenderer and Company stamp}
Date:	……... day of …….…….. ……. {DD/MM/YY}

Part 2-Price Schedule Forms

[The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]*

1. List of Goods and Delivery Schedule

[The Procuring Entity shall fill in this table, with the exception of the column "Tenderer's offered Delivery date" to be filled by the Tenderer]

Lot No.	Description of Goods	Physical Unit	Quantity	Rate	Total	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
							Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [*to be provided by the Tenderer*]
1	**Interactive Classroom Board, 65-inch, 4K, with 2 stylus pens, wall-mount bracket and pre-installed classroom teaching application**	Nos	44			Laamu Atoll Education Centre	-	60 days	
2	**Delivery, installation, configuration and commissioning**	Lot	1						
3	**On-the-job training**	Lot	1						
4	**1-year OEM hardware warranty and support (all items)**	Lot	1						

Delivery Schedule

#	Item	Unit	Quantity

2. List of Related Services and Completion Schedule

Lot No.	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	**Interactive Classroom Board, 65-inch, 4K, with 2 stylus pens, wall-mount bracket and pre-installed classroom teaching application**	44		Laamu Atoll Education Centre	
2	**Delivery, installation, configuration and commissioning**	1			
3	**On-the-job training**	1			
4	**1-year OEM hardware warranty and support (all items)**	1			

1. If applicable

Security (Tender Bond)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Tenderer]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (hereinafter called "the Procuring Entity") in the sum of *[amount of Bond]*[11] *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Procuring Entity dated the ___ day of _____, 20__, for the supply and delivery of *[general description of goods]* (hereinafter called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

(a) withdraws its Tender during the period of tender validity specified in the Form of Tender; or

(b) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Tenderers.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the Procuring Entity at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____

Corporate Seal (where appropriate)

_____ _____

(Signature) *(Signature)*

(Printed name and title) *(Printed name and title)*

[11] The amount of the Bond shall be denominated in Maldivian Rufiyaa or the equivalent amount in a freely convertible currency.

Tender-Securing Declaration

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*
Tender No.: *[number of tendering process]*

To: *[complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the tender conditions, because we:

(a) Have withdrawn our Tender during the period of tender validity specified in the Form of Tender; or

(b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Signed:…….. *[signature of person whose name and capacity are shown]*

In the capacity of …….. *[legal capacity of person signing the Tender Securing Declaration]*

Name:…… *[complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the tender for and on behalf of: ……..*[complete name of Tenderer]*

Dated on _____ day of _____, _____ *[date of signing]*

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]

Specification Form

Bidders must state "Comply", "Not Comply" or "Exceed" against every line, with the proposed make, model and datasheet reference.

3.1 Interactive Classroom Board – Qty 44

Display

#	Parameter	Minimum Requirement	Compliance
1.1	Screen size	65-inch diagonal	
1.2	Resolution	4K UHD, 3840 × 2160	
1.3	Backlight	D-LED	
1.4	Lamination	Zero bonding (full lamination), bezel-less front	
1.5	Colour gamut	Min. 72% NTSC	
1.6	Eye care	Hardware-based low blue light, certified by TÜV Rheinland or equivalent	
1.7	Surface	Anti-glare, anti-fingerprint coating	

Touch and Writing

#	Parameter	Minimum Requirement	Compliance
2.1	Input	Finger and stylus touch input; min. 2 stylus pens supplied with each board	
2.2	Multi-touch	Simultaneous writing by multiple users	
2.3	Writing latency	Max. 25 ms	
2.4	Touch sensing distance	Max. 2 mm	
2.5	Intelligent writing	Handwriting and shape recognition	
2.6	Content saving	Save whiteboard content via QR code, email, local storage and USB flash drive	

System and Connectivity

#	Parameter	Minimum Requirement	Compliance
3.1	Processor	Min. 8-core CPU	

#	Parameter	Minimum Requirement	Compliance
3.2	Memory	Min. 8 GB RAM	
3.3	Storage	Min. 128 GB internal storage	
3.4	Operating system	Android 15 or later; OPS slot for an optional Windows module, with one-tap switching between systems	
3.5	Wi-Fi	Dual-band Wi-Fi (2.4 GHz and 5 GHz), Wi-Fi 6 capable	
3.6	Bluetooth	Bluetooth 5.3 or later	
3.7	Front ports	Min. 2 × USB-A 3.0, 1 × USB-B (touch), 1 × HDMI in, 1 × USB Type-C with min. 65 W charging	
3.8	Side / rear ports	Min. 1 × USB 2.0, 1 × RS-232 (COM), 1 × 3.5 mm line in, 1 × 3.5 mm line out	
3.9	Audio	Built-in speakers, min. 2.1 channels, 90 Hz–20 kHz	
3.10	Mounting	Wall-mount bracket supplied with each board (VESA compatible)	

Wireless Projection and Collaboration

#	Parameter	Minimum Requirement	Compliance
4.1	Wireless projection	4K wireless projection from laptops and mobile phones (Windows, Android, iOS/macOS) via app, dongle and Wi-Fi Direct, without requiring a password or connection to the school network	
4.2	Wired projection	HDMI and USB Type-C projection, with touch control of the connected device from the board	
4.3	Multi-device	Min. 4 devices connected simultaneously	
4.4	Mirror and control	Mirror the board to a phone or tablet and control the board from that device	
4.5	Projection permissions	Host-level permission control for screen sharing, mirror control and disconnection	

Microsoft Office and Document Support

#	Parameter	Minimum Requirement	Compliance
5.1	Office apps	Compatible Microsoft Office apps (Word, Excel, PowerPoint) installable and usable directly on the board, without an external PC	
5.2	Word	Open, display and edit lesson notes, worksheets, reading passages and question papers	
5.3	Excel	Open, display and edit spreadsheets, including formulas and charts	
5.4	PowerPoint	Open, present and edit slide decks	
5.5	Dhivehi documents	Display Word documents with embedded Thaana fonts, and edit within existing formatted Dhivehi text	
5.6	Licensing	Bidders must state any Microsoft account or licence requirements for Office apps on the board	

Device Management

#	Parameter	Minimum Requirement	Compliance
6.1	Central management	Web-based platform to manage all 44 boards remotely, included with the board at no additional licence cost	
6.2	Remote operations	Batch firmware (OTA) updates and scheduled power on/off	
6.3	Monitoring	Device status, inspection and fault alerts, with self-service diagnosis of common faults	

3.2 Classroom Teaching Application – Included with Each Board

A classroom teaching application must be pre-installed on every board and included in the board price, with no separate licence cost. It must provide the following features.

Whiteboard and Lesson Content

#	Parameter	Minimum Requirement	Compliance
7.1	Digital whiteboard	Expandable canvas with pan and zoom	

#	Parameter	Minimum Requirement	Compliance
7.2	Writing tools	Pens, colours, adjustable stroke widths, shapes, arrows, typed text, eraser, undo and redo	
7.3	Simultaneous writing	Multiple students or teachers writing at the same time in multi-touch mode	
7.4	Editable content	Select, move, resize, duplicate and arrange handwriting, text, images and widgets	
7.5	Lesson notebooks	Named notebooks with multiple pages, auto-save, and reopening for later lessons	
7.6	Page backgrounds	Blank, lined, grid and dotted	
7.7	Material import	Import PDFs, images, worksheets and diagrams and annotate them	
7.8	Slide presentation	Fullscreen PDF slide presentation with pen annotation and laser pointer	
7.9	Slide and poster creation	Create editable slides and A4/A3 posters with text, images and handwriting	
7.10	PDF export	Export single pages or complete notebooks as PDF	

Subject Tools

#	Parameter	Minimum Requirement	Compliance
8.1	Subject simulations	Interactive models for physics, chemistry, biology, mathematics, space, environmental science and business (e.g. circuits, lenses, titration, genetics, fractions)	
8.2	Mathematics	Offline function graphing; recognition of handwritten mathematics with worked solutions (when AI services are connected)	
8.3	Periodic table	Interactive table of all 118 elements, with property comparison and state-change demonstration by temperature	

Student Engagement

#	Parameter	Minimum Requirement	Compliance

#	Parameter	Minimum Requirement	Compliance
9.1	Classroom quizzes	Multiple choice, multiple answer, true/false, short answer, fill-in-the-blank, ordering and matching, with feedback and answer review	
9.2	Live student quizzes	Students join from phone browsers via QR code or join code, with timed rounds, scoring and leaderboards	
9.3	Polls and word clouds	Live opinion polls and word clouds with class results on the board	
9.4	Team games	Team quizzes and Jeopardy-style review games with team scoreboards	
9.5	Flashcards	Flashcard activities with spaced-repetition study	
9.6	Student companion	QR code access for students to follow board content, browse slides, download PDFs and join live activities from a phone browser	
9.7	Photo sharing	Send photos from a phone to the board, with teacher review before display	

Classroom Management and Accessibility

#	Parameter	Minimum Requirement	Compliance
10.1	Classroom management	Class lists, daily attendance, random name picker, balanced group creation and team points	
10.2	AI teaching assistant	Text requests for explanations, quiz generation, teaching resources and control of canvas tools	

Dhivehi and Offline Support

#	Parameter	Minimum Requirement	Compliance
11.1	Dhivehi support	Built-in Thaana fonts and a Dhivehi phonetic keyboard layout	
11.2	Offline operation	Whiteboarding, saved notebooks, subject simulations, graphing and the periodic table must work without internet access	

#	Parameter	Minimum Requirement	Compliance
11.3	Online services	Bidders must state which features need network access or backend services (e.g. AI, live quizzes, phone sharing) and any recurring usage costs	

4. On-the-Job Training

The bidder must provide on-the-job training at each site during installation and handover, so teachers and staff learn on the boards in their own classrooms.

Teachers – Board operation, Office apps, wireless projection and the classroom teaching application.

Ministry IT staff – Installation checks, the device management platform, updates and basic troubleshooting.

Materials – User guides and quick-reference cards in English, with Dhivehi versions preferred.

5. General Requirements

Requirement	Detail
Pricing	In MVR, inclusive of freight, duty and customs charges, delivered to the Ministry's designated locations (DDP), along with installation and implementation
Delivery	Within [60] days of purchase order confirmation
Installation	At each designated classroom, with per-classroom acceptance testing
Warranty	1-year OEM hardware warranty on all items, with local partner support and on-site replacement
Support	Local service center or support partner in the Maldives

Section V. Eligible Countries

Eligibility for the Provision of Goods in Public Procurement

1. The Government of the Maldives permits registered businesses from India and Maldives to offer goods for this Procurement.

2. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

   i) As a matter of law or official regulation, the Republic of Maldives prohibits commercial relations with that Country, or

   ii) by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Maldives prohibits any import of goods from that Country or any payments to persons or entities in that Country.

3. For the information of Tenderers, at the present time firms, goods and services from the following countries are excluded from this tendering:

   No countries at excluded from tendering.

PART 3 – Supply Requirements

Section VII. Schedule of Requirements

Introduction

The Ministry of Education (the Ministry) invites bids for the supply, delivery, installation and commissioning of **44 interactive classroom boards**, together with a classroom teaching application, on-the-job training and warranty support.

The boards will be used in schools for classroom teaching, presentations and group activities. The solution must support everyday lesson delivery, including documents, slides, digital whiteboarding, student interaction and local-language (Dhivehi) teaching.

All specifications in this RFP are minimum requirements. Equivalent or higher specifications are acceptable, provided bidders show compliance line by line in the Statement of Compliance.

Scope of Work

The selected bidder will deliver a complete, working solution covering the following:

- **Supply** – 44 new, genuine interactive boards, accessories and software licences as specified in Section 3, from OEM-authorised channels.
- **Delivery** – DDP to the Ministry's designated schools and
- **Installation** – Wall-mounting at each classroom, power and network connection, and firmware updates to the latest stable OEM release.
- **Configuration** – Classroom teaching application, Microsoft Office apps, Dhivehi fonts and keyboard layout, wireless projection and central device management.
- **Testing and acceptance** – Per-classroom acceptance testing against an acceptance checklist agreed with the Ministry.
- **Training** – On-the-job training for teachers and Ministry IT staff, as per Section 4.
- **Warranty and support** – 1-year OEM hardware warranty with local support, as per Section the Ministry will provide wall space or floor space, electrical power points and network access at each classroom.

Bill of Quantities

Item	Description	Qty	Unit
1	Interactive Classroom Board, 65-inch, 4K, with 2 stylus pens, wall-mount bracket and pre-installed classroom teaching application	44	Nos
2	Delivery, installation, configuration and commissioning	1	Lot
3	On-the-job training	1	Lot
4	1-year OEM hardware warranty and support (all items)	1	Lot

Technical Specifications

Interactive Classroom Board – Qty 44

Display

#	Parameter	Minimum Requirement
1.1	Screen size	65-inch diagonal
1.2	Resolution	4K UHD, 3840 × 2160
1.3	Backlight	D-LED
1.4	Lamination	Zero bonding (full lamination), bezel-less front
1.5	Colour gamut	Min. 72% NTSC
1.6	Eye care	Hardware-based low blue light, certified by TÜV Rheinland or equivalent
1.7	Surface	Anti-glare, anti-fingerprint coating

Touch and Writing

#	Parameter	Minimum Requirement
2.1	Input	Finger and stylus touch input; min. 2 stylus pens supplied with each board
2.2	Multi-touch	Simultaneous writing by multiple users
2.3	Writing latency	Max. 25 ms

#	Parameter	Minimum Requirement
2.4	Touch sensing distance	Max. 2 mm
2.5	Intelligent writing	Handwriting and shape recognition
2.6	Content saving	Save whiteboard content via QR code, email, local storage and USB flash drive

System and Connectivity

#	Parameter	Minimum Requirement
3.1	Processor	Min. 8-core CPU
3.2	Memory	Min. 8 GB RAM
3.3	Storage	Min. 128 GB internal storage
3.4	Operating system	Android 15 or later; OPS slot for an optional Windows module, with one-tap switching between systems
3.5	Wi-Fi	Dual-band Wi-Fi (2.4 GHz and 5 GHz), Wi-Fi 6 capable
3.6	Bluetooth	Bluetooth 5.3 or later
3.7	Front ports	Min. 2 × USB-A 3.0, 1 × USB-B (touch), 1 × HDMI in, 1 × USB Type-C with min. 65 W charging
3.8	Side / rear ports	Min. 1 × USB 2.0, 1 × RS-232 (COM), 1 × 3.5 mm line in, 1 × 3.5 mm line out
3.9	Audio	Built-in speakers, min. 2.1 channels, 90 Hz–20 kHz
3.10	Mounting	Wall-mount bracket supplied with each board (VESA compatible)

Wireless Projection and Collaboration

#	Parameter	Minimum Requirement
4.1	Wireless projection	4K wireless projection from laptops and mobile phones (Windows, Android, iOS/macOS) via app, dongle and Wi-Fi Direct, without requiring a password or connection to the school network

#	Parameter	Minimum Requirement
4.2	Wired projection	HDMI and USB Type-C projection, with touch control of the connected device from the board
4.3	Multi-device	Min. 4 devices connected simultaneously
4.4	Mirror and control	Mirror the board to a phone or tablet and control the board from that device
4.5	Projection permissions	Host-level permission control for screen sharing, mirror control and disconnection

Microsoft Office and Document Support

#	Parameter	Minimum Requirement
5.1	Office apps	Compatible Microsoft Office apps (Word, Excel, PowerPoint) installable and usable directly on the board, without an external PC
5.2	Word	Open, display and edit lesson notes, worksheets, reading passages and question papers
5.3	Excel	Open, display and edit spreadsheets, including formulas and charts
5.4	PowerPoint	Open, present and edit slide decks
5.5	Dhivehi documents	Display Word documents with embedded Thaana fonts, and edit within existing formatted Dhivehi text
5.6	Licensing	Bidders must state any Microsoft account or licence requirements for Office apps on the board

Device Management

#	Parameter	Minimum Requirement
6.1	Central management	Web-based platform to manage all 44 boards remotely, included with the board at no additional licence cost
6.2	Remote operations	Batch firmware (OTA) updates and scheduled power on/off

#	Parameter	Minimum Requirement
6.3	Monitoring	Device status, inspection and fault alerts, with self-service diagnosis of common faults

Classroom Teaching Application – Included with Each Board

A classroom teaching application must be pre-installed on every board and included in the board price, with no separate licence cost. It must provide the following features.

Whiteboard and Lesson Content

#	Parameter	Minimum Requirement
7.1	Digital whiteboard	Expandable canvas with pan and zoom
7.2	Writing tools	Pens, colours, adjustable stroke widths, shapes, arrows, typed text, eraser, undo and redo
7.3	Simultaneous writing	Multiple students or teachers writing at the same time in multi-touch mode
7.4	Editable content	Select, move, resize, duplicate and arrange handwriting, text, images and widgets
7.5	Lesson notebooks	Named notebooks with multiple pages, auto-save, and reopening for later lessons
7.6	Page backgrounds	Blank, lined, grid and dotted
7.7	Material import	Import PDFs, images, worksheets and diagrams and annotate them
7.8	Slide presentation	Fullscreen PDF slide presentation with pen annotation and laser pointer
7.9	Slide and poster creation	Create editable slides and A4/A3 posters with text, images and handwriting
7.10	PDF export	Export single pages or complete notebooks as PDF

Subject Tools

#	Parameter	Minimum Requirement
8.1	Subject simulations	Interactive models for physics, chemistry, biology, mathematics, space, environmental science and business (e.g. circuits, lenses, titration, genetics, fractions)
8.2	Mathematics	Offline function graphing; recognition of handwritten mathematics with worked solutions (when AI services are connected)
8.3	Periodic table	Interactive table of all 118 elements, with property comparison and state-change demonstration by temperature

Student Engagement

#	Parameter	Minimum Requirement
9.1	Classroom quizzes	Multiple choice, multiple answer, true/false, short answer, fill-in-the-blank, ordering and matching, with feedback and answer review
9.2	Live student quizzes	Students join from phone browsers via QR code or join code, with timed rounds, scoring and leaderboards
9.3	Polls and word clouds	Live opinion polls and word clouds with class results on the board
9.4	Team games	Team quizzes and Jeopardy-style review games with team scoreboards
9.5	Flashcards	Flashcard activities with spaced-repetition study
9.6	Student companion	QR code access for students to follow board content, browse slides, download PDFs and join live activities from a phone browser
9.7	Photo sharing	Send photos from a phone to the board, with teacher review before display

Classroom Management and Accessibility

#	Parameter	Minimum Requirement
10.1	Classroom management	Class lists, daily attendance, random name picker, balanced group creation and team points
10.2	AI teaching assistant	Text requests for explanations, quiz generation, teaching resources and control of canvas tools

Dhivehi and Offline Support

#	Parameter	Minimum Requirement
11.1	Dhivehi support	Built-in Thaana fonts and a Dhivehi phonetic keyboard layout
11.2	Offline operation	Whiteboarding, saved notebooks, subject simulations, graphing and the periodic table must work without internet access
11.3	Online services	Bidders must state which features need network access or backend services (e.g. AI, live quizzes, phone sharing) and any recurring usage costs

4. On-the-Job Training

The bidder must provide on-the-job training at each site during installation and handover, so teachers and staff learn on the boards in their own classrooms.

- **Teachers** – Board operation, Office apps, wireless projection and the classroom teaching application.
- **Ministry IT staff** – Installation checks, the device management platform, updates and basic troubleshooting.
- **Materials** – User guides and quick-reference cards in English, with Dhivehi versions preferred.

5. General Requirements

Requirement	Detail
Pricing	In MVR, inclusive of freight, duty and customs charges, delivered to the Ministry's designated locations (DDP), along with installation and implementation
Delivery	Within [60] days of purchase order confirmation
Installation	At each designated classroom, with per-classroom acceptance testing
Warranty	1-year OEM hardware warranty on all items, with local partner support and on-site replacement
Support	Local service centre or support partner in the Maldives
Spare parts	Ability to source and import genuine OEM spare parts on request, for min. 5 years. Local stock holding is not required.

PART 4 - Contract

Section VIII. General Conditions of Contract

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Section VIII. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(b) "Contract" means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "GCC" means the General Conditions of Contract.

(g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.

(h) "Procuring Entity" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(i) "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.

(j) "SCC" means the Special Conditions of Contract.

(k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(l) "Supplier" means the natural person, private or government entity, or a combination of the above, whose tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.

(m) "The Project Site," where applicable, means the place named in the **SCC.**

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 If the Procuring Entity determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

(a) For the purposes of this Sub-Clause:

(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

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Government's 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 Government's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Government].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association

shall not be altered without the prior consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and funded by the Government shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Maldives, unless otherwise specified in the **SCC.**

10. Settlement of Disputes

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Government

11.1 The Supplier shall permit the Government and/or persons appointed by the Government to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Government, if required by the Government. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of suspension under Government Financial Regulations).

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments authorized in the **SCC.**

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the tender price is expressed.

16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 Unless otherwise specified in the **SCC**, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside or within the Republic of Maldives until delivery of the contracted Goods to the Procuring Entity.

17.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Republic of Maldives, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity in the **SCC,** or in another format acceptable to the Procuring Entity.

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the

Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) The Procuring Entity or Supplier need to share with other institutions participating in the financing of the Contract;

(b) Now or hereafter enters the public domain through no fault of that party;

(c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the tender. Such notification, in the original tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, 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.

(b) 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 Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Procuring Entity.

24. Insurance

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

25. Transportation

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Requirements**.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Republic of Maldives as specified in the Schedule of Requirements**.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent

to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, 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 Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** 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 the percentage specified in those **SCC.** Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 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.

28.2 Subject to GCC Sub-Clause 22.1(b), 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 Maldives.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for Thirty-six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**.

28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects

together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) The installation of the Goods by the Supplier or the use of the Goods in the Maldives; and

(b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or

other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or wilful misconduct,

(a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity and

(b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Republic of Maldives (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity 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 the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC

Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;

(b) The method of shipment or packing;

(c) The place of delivery; and

(d) The Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;

(ii) If the Supplier fails to perform any other obligation under the Contract; or

(iii) If the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.3 Termination for Convenience.

(a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to the Republic of Maldives, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it

has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. *[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

GCC clause reference	Special Conditions	
1.1 (h)	The Employer:	Ministry of Education, Higher Education and Skills Development
1.1 (m)	The Project Site(s)/Final Destination(s) is/are:	*As mentioned in Delivery Schedule.*
1.1 (n)	The Intended Completion Date for the whole of the Works shall be [**…..**] from commencement from work.ee [If different dates are specified for completion of the Works by section ("sectional completion" or milestones), these dates should be listed here]	
4.2 (a)	Incoterms	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: Laws and Regulations of the Republic of Maldives
4.2 (b)		The version edition of Incoterms shall be 2010.
5.1	The language shall be:	*English*
8.1	For **notices**, the Employer's address shall be:	
	Attention: Street Address: Floor/ Room number*:* City: Post Code: Country: Telephone: Facsimile number:	Ministry of Education, Higher Education and Skills Development Male' *Maldives*

	Electronic mail address*:*	
9.1	The governing law shall be*:*	The law of the Republic of Maldives.
10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be:	Disputes shall be referred to adjudication or arbitration in accordance with the Arbitration Act of the Republic of Maldives. In the absence of such an act, this will be ruled by court of Law of the Republic of Maldives.
13.1	Details of Shipping and other documents to be furnished are:	**For Goods supplied from abroad:** Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company in writing the full details of the shipment. In the event of Goods sent by airfreight, the Supplier shall notify the Procuring Entity a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by courier the following documents to the Procuring Entity, with a copy to the insurance company: (i) One originals and One copies of the Supplier's invoice, showing the Procuring Entity as the consignee; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original;; (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Procuring Entity as the consignee and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; (iii) two copies of the packing list identifying contents of each package; (iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary; (v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied; (vi) one original of the Supplier's Certificate of Origin covering all items supplied; (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection

		agency and six copies; (viii) *[any other procurement-specific documents required for delivery/payment purposes]*. **For Goods from within the Maldives:** Upon or before delivery of the Goods, the Supplier shall notify the Procuring Entity in writing and deliver the following documents to the Procuring Entity: (i) Two originals and two copies of the Supplier's invoice, showing the Procuring Entity, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original; (ii) two copies of delivery note, road consignment note, truck or air waybill, or multimodal transport document showing Procuring Entity as the consignee and delivery through to final destination as stated in the Contract; (iii) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary; (iv) four copies of the packing list identifying contents of each package; (v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; (vi) one original of the Supplier's Certificate of Origin covering all items supplied; (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required); The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
13.1	Delivery	**60 Calendar Days**
15.1	Contract Price	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
16.1	Terms of payment	GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in Maldivian Rufiya in the following manner:

		Advance Payment: Fifteen (15) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser. **On Delivery:** Eighty (70) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 12. **On Acceptance:** The remaining fifteen (15) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. **Retention Money**: From each invoice or request for payment that is submitted, 5% (five percent) shall be deducted from the total bill amount. Retention Money shall be returned after 12 (twelve) months from date of Completion ("Retention Period"). The Supplier shall rectify any issues that might arise during the Retention Period following Completion When the Retention Period expires, the Retention Money shall be issued if all pending rectification works had been completed by that time.
16.5	Payment delays	N/A
17.1	Taxes and Duties	The Supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed.
18.1	Performance Security	The amount of the Performance Security shall be: 05% of the Contract Price.
18.3	If required, the Performance Security shall be in the form of: If required, the Performance security shall be denominated in	***The Performance Security*** *shall be in the form of: a Bank Guarantee.* *The Performance security shall be denominated in a freely convertible currency acceptable to the Purchaser; and shall be in the format stipulated in Section IX.*
18.4	Discharge of the Performance Security shall	***Discharge of the Performance Security*** *shall take place: the following conditions are all fully met* *On completion of delivery and acceptance by the purchaser*

	take place:	*of the goods.*
23.2	The packing, marking and documentation within and outside the packages shall be:	As mentioned in the Delivery Schedule.
24.1	The insurance coverage shall be:	As specified in the Incoterms.
25.1	Responsibility for transportation of the Goods shall be:	**The supplier will be responsible for clearing and transporting the Goods from the Port of Male' to the final destination.**
27.1	The liquidated damage shall be:	The liquidated damages for the whole of the Works are as: **(CP*0.0025*LD)** CP (Contract Price) LD (Late Duration)
27.1	The maximum amount of liquidated damages shall be:	*15% of the Contract Price*
28.5	The period for repair or replacement shall be:	*Maximum 1 Month.*

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Tenderer after contract award.

Table of Forms

Letter of Acceptance **96**

Contract Agreement **97**

Performance Security **99**

Letter of Acceptance

[Letterhead paper of the Procuring Entity]

[Date]

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Tender dated . . . . ***[insert date] . . . .*** for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]*** . . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

[The successful Tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert:* ***number*** *]* day of *[insert:* ***month*** *], [insert:* ***year*** *]*.

BETWEEN

(1) *[insert complete name of Procuring Entity]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of the Republic of Maldives, or corporation incorporated under the laws Republic of Maldives]* and having its principal place of business at *[insert address of Procuring Entity]* (hereinafter called "Procuring Entity"), of the one part, and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part :

WHEREAS the Procuring Entity invited tenders for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Tender by the Supplier for the supply of those Goods and Services.

The Procuring Entity 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 Contract documents 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 Acceptance

   (b) the Letter of Tender

   (c) the Addenda Nos._____ (if any)

   (d) Special Conditions of Contract

   (e) General Conditions of Contract

   (f) the Specification (including Schedule of Requirements and Technical Specifications)

   (g) the completed Schedules (including Price Schedules)

   (h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity 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 of Republic of Maldives on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: *[insert signature]*
In the capacity of [*insert title or other appropriate designation]*
In the presence of [*insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
In the capacity of [*insert title or other appropriate designation]*
In the presence of [*insert identification of official witness]*

Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring Entity]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[Insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

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[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.