REQUEST FOR TENDER (RFT) GOODS

|  |  |
| --- | --- |
| **RFT GOODS NUMBER:** | **VMGD/RFT/G/AWS ARG/01/21** |
| **DESCRIPTION:** | **Supply and Delivery of Automatic Weather Stations (AWS) and Automatic Rain Gauges (ARG) to Port Vila for Sixteen (16) Different Locations in all Provinces within the Country** |
| **PURCHASER:** | **Government of the Republic of Vanuatu****Ministry of Climate Change and Adaptation****Vanuatu Meteorology and Geo Hazards Department/ VAN KIRAP Project****Port Vila** |
| **TENDER SUBMISSION ADDRESS:** | **Confidential: RFT Ref: VMGD/RFT/G/AWS ARG/01/21 Supply and Delivery of AWS and ARG for the Vanuatu Meteorology and Geo-Hazards Department****Locked Tender Box****Office of the Central Tenders Board Secretariat****Ministry of Finance & Economic Management****PMB 9058****Top Floor****S.I.P Building****Rue Pasteur****Port Vila****Email: ctb@vanuatu.gov.vu** |
| **SUBMISSION DATE & TIME:****OPENING DATE & TIME:** | **17th September 2021, 4:00 pm****21st September 2021, 2:00 pm** |

**REQUEST FOR TENDER**

 **TABLE OF CONTENTS LETTER OF INVITATION**

**SECTION**

1. **GENERAL CONDITIONS OF TENDERING**
2. **SPECIAL CONDITIONS OF TENDERING**
3. **TECHNICAL SPECIFICATIONS**
4. **TENDER RESPONSE SCHEDULES**
5. **GENERAL CONDITIONS OF CONTRACT**
6. **SPECIAL CONDITIONS OF CONTRACT**
7. **FORMS**

**LETTER OF INVITATION**

|  |  |  |
| --- | --- | --- |
| **To: Eligible Bidders** | **RFT Goods No.** | **VMGD/RFT/G/AWS ARG/01/21** |
| **Date Issued** | **4th of September, 2021** |
| **Validity of Tender** | **3 Months** |
| **Delivery Location/s** | **Vanuatu Meteorology and Geo-Hazards Department,****Private Mail Bag 9054****Lini Highway****Port Vila, Vanuatu** |
| **Goods to be****Delivered by** | **31st of December 2021** |
| **Submission** **copies** | **1 original copy and 3 copies of tenders** |
| **Submission Date and Time (VANUATU Local Time)** | **21st of September 2021, 4:00 pm** |
| **Goods Required*** **Supply and Delivery of Automatic Weather Stations (AWS) and Automatic Rain Gauges (ARG) to Port Vila for Sixteen (16) Different Locations in all Provinces within the country:**
* **Tegua in the Torres Group - Torba Province,**
* **Talise in Maewo Island & Loltong in Pentecost Island - Penama Province,**
* **Lajmoli Airport, VARTC, Vunasbev & Fanafo in Santo Island - Sanma Province,**
* **Lambubu & Brenwei in Malekula Island and Olal in Ambrym Island - Malampa Province,**
* **Rovoliu in Epi Island - Shefa Province,**
* **Dillon’s Bay & Ipota in Erromango Island, Green Hill & Port Resolution in Tanna Island and Tangutu in Aniwa Island - Tafea Province.**

**This procurement package includes supply, delivery and training on installations and configurations for VMGD staff.** |
| **PURCHASER****Project Code** | **N/A** |

You are invited to submit a Tender in response to this Request for Tender (RFT). The Goods are being procured by **the Vanuatu Meteorology and Geo-Hazards \**



**SECTION 1**

**GENERAL CONDITIONS OF TENDERING (GCT)**

**TABLE OF CONTENTS**

[1.1 PREPARATION OF TENDER 6](#_TOC_250018)

* 1. [VALIDITY OF TENDER 7](#_TOC_250017)
	2. [ELIGIBILITY OF THE TENDERER, EQUIPMENT AND SERVICES 7](#_TOC_250016)
	3. [QUALIFICATIONS OF THE TENDERER 8](#_TOC_250015)
	4. [CORRUPT OR FRAUDULENT PRACTICES 9](#_TOC_250014)
	5. [PRE-TENDER MEETING, CLARIFICATIONS AND ADDENDA 9](#_TOC_250013)
	6. [TENDER PRICES, CURRENCIES, PAYMENTS AND TAXES 10](#_TOC_250012)
	7. [SUBCONTRACTORS 10](#_TOC_250011)
	8. [THE RIGHT TO VARY QUANTITIES 10](#_TOC_250010)
	9. [SPARE PARTS, MAINTENANCE AND SUPPORT 10](#_TOC_250009)
	10. [TENDER SECURITY 10](#_TOC_250008)
	11. [TENDER SUBMISSION AND OPENING 11](#_TOC_250007)
	12. [EXAMINATION AND EVALUATION OF TENDERS 12](#_TOC_250006)
	13. [ACCEPTANCE OR REJECTION OF ANY OR ALL TENDERS 13](#_TOC_250005)
	14. [APPROVAL AND NOTIFICATION OF CONTRACT AWARD 13](#_TOC_250004)
	15. [PERFORMANCE SECURITY 14](#_TOC_250003)
	16. [DEBRIEFING OF UNSUCCESSFUL TENDERERS 14](#_TOC_250002)
	17. [SIGNING OF CONTRACT 14](#_TOC_250001)
	18. [DISPUTES AND SETTLEMENT 14](#_TOC_250000)

# PREPARATION OF TENDER

* + 1. The Purchaser Invites Tenders for the provision of Goods as described in the Technical Specifications (See Section 3) of this Request for Tender **(RFT)**. The Tenderer shall inform itself fully of all circumstances and conditions relating to submitting a Tender, including site visits if appropriate, and shall satisfy itself as to the correctness and sufficiency of the **RFT** documentation.
		2. The timeframe for the supply of the Goods is given in the Special Conditions of Tendering **(SCT)** (see Section 2).
		3. The Tenderer shall prepare its Tender using the Tender Response Schedules **(TRS)** as detailed in the **SCT**. In case of a consortium, association or joint venture, each member shall complete the **TRS** as detailed in the **SCT**. The completed and signed **TRS**, together with the required supporting documentation, will form the Tender and shall be the basis on which the Tender will be evaluated. Samples if required shall be supplied as detailed in the **SCT**.
		4. A Tenderer who submits or participates as a member of a Consortium, Joint Venture or association in more than one Tender will cause all the Tenders with that Tenderer’s participation to be disqualified. However, any firm or organization is permitted to be a sub-contractor to more than one Tenderer.
		5. The Tenderer shall prepare one original and three copies of the **TRS**, prepared in the English language. The Tenderer shall enclose the original and the copies, attaching the required supporting documents, in one sealed envelope (or parcel) and clearly mark it with the **RFT Goods** number, Tender description and the name and address of the Purchaser, the submission time and date and the Tenderer’s name and address. The outer envelope shall also bear the statement “Not to be opened before the tender opening session”.
		6. The Tenderer may withdraw its Tender before the deadline for submission of Tenders by submitting a notice of withdrawal. The notice must be submitted in an envelope identifying the RFT and clearly labelled “Withdrawal of Tender”. The withdrawal will be announced at the Tender Opening, but the withdrawn Tender will not be opened nor further considered.
		7. The Tenderer may amend its Tender before the deadline for submission of Tenders by submitting a Notice of Amendment. The Notice, and amended Tender, must be submitted in an envelope identifying the **Goods RFT** and clearly labelled “Amendment of Tender”. The amended Tender will be opened and announced at the Tender Opening and considered in the subsequent evaluation of Tenders.
		8. The Purchaser will not be responsible for, or pay for, any expense or loss, which may be incurred by a Tenderer in the preparation and submission of its Tender.
		9. The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with Clause 1.6.3, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.
		10. An authorized representative of the Tenderer shall sign where so indicated in the **TRS** the original Tender. The authorization shall be in the form of a written power of attorney accompanying the Tender or in any other form demonstrating that the representative has been duly authorized to sign and to legally bind the Tenderer.

# VALIDITY OF TENDER

* + 1. The Tender shall remain valid for the validity period stated in the **SCT** from the closing date for Tenders. In exceptional circumstances, the Purchaser may request that Tenderers extend the Tender validity period. The request and the Tenderer’s response shall be made in writing. The Tenderer may refuse the request, but its Tender will no longer be considered. The Tenderer agreeing to the request will not be required or permitted to otherwise modify its Tender for the period of the extension.

# ELIGIBILITY OF THE TENDERER, EQUIPMENT AND SERVICES

* + 1. A Tenderer may be a natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture, consortium or association, under an existing agreement, or with the intent to constitute a legally enforceable joint venture, consortium or association. Government- owned enterprises in VANUATU may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent entity of the Government.
		2. All members of a joint venture, consortium or association (other than sub- contractors) shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium or association agreement shall explicitly provide for the joint and several liability of the members towards the purchaser.
		3. Except as provided for in Clause 1.3.4 Tenderers shall not be excluded from tendering on the basis of nationality, degree of foreign affiliation or ownership, location, size, race or other criterion, not having to do with their qualifications or decisions taken against any Tenderer under Clause 1.5.
		4. The Tenderer, including all members constituting the Tenderer, shall not have the nationality of any country and Goods may not be supplied from those countries prohibited by the legislation of VANUATU or by any international Agreement of which VANUATU is a signatory, or 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. These countries and any applicable conditions are listed in the **SCT**.

* + 1. If the Tenderer is a joint venture, consortium or association (this does not include sub-contractors) all of the members shall appoint one member to act as the Member-in-Charge 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 Purchaser. Consortium arrangements shall be provided with the Tender.
		2. The Tenderer must meet all the following eligibility criteria:
			1. Must be registered in its country of origin;
			2. Be free from insolvency, bankruptcy or similar status;
			3. Have the legal capacity to enter into contract;
			4. Be current with payments of taxes;
			5. Not be ineligible pursuant to Clause 1.5
			6. The Tenderer and any director, officer, manager or supervisor of the Tenderer has not been, within a period of 3 years preceding the date of issuance of the invitation to Tender, been convicted of any criminal offence, whether in VANUATU or elsewhere:
				1. Relating to his professional conduct;
				2. Relating to the making of false statements or misrepresentations as to his qualifications to enter into a procurement contract;
				3. Involving dishonesty;
				4. Under anti-corruption legislation; and
			7. Not be suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in VANUATU or elsewhere.

# QUALIFICATIONS OF THE TENDERER

* + 1. To qualify for an award of Contract, Tenderers shall demonstrate that they possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the procurement object, business reputation and personnel to perform the Contract.
		2. Tenderers shall meet the following minimum qualifying criteria:
			1. Have an average turnover of supply of goods in the last three years of at least the minimum amount stated in the **SCT;**
			2. Has completed in the last three years three contracts of a similar nature and complexity**;**
			3. Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the **SCT**.
			4. In the case of the Tenderer who does not manufacture or otherwise produce the goods offered in the Tender, the Tenderer shall submit a Manufacturer’s Authorization Letter, using the form included in Section

7, to demonstrate that it has been duly authorized by the manufacturer or producer to supply to VANUATU the Goods specified.

* + - 1. In the case of the Tenderer who is not registered in VANUATU, they are required to demonstrate that they are already, or will be, represented by an Agent registered in VANUATU who is equipped and able to carry out any maintenance, repair or spare parts stocking obligations prescribed in the Technical Specifications; and
			2. Any other criteria specified the **SCT.**
		1. The Purchaser shall disqualify a Tenderer:
			1. If it finds that the information submitted in a Tender concerning its qualifications is false, misleading, inaccurate or materially incomplete, or
			2. Whose Tender has previously been rejected by the Purchaser under Clause 1.5.3 below or under Clause 5.10.1 of the General Conditions of Contract **(GCC)**.

# CORRUPT OR FRAUDULENT PRACTICES

* + 1. The Purchaser requires that Tenderers observe the highest standard of ethics during the procurement proceedings and the execution of contracts.
		2. Should any corrupt or fraudulent practice of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Tenderer to provide an explanation and shall take actions as below when a satisfactory explanation is not received.
		3. In pursuance of this requirement, the Purchaser will, in the absence of a satisfactory explanation, reject a Tender if it determines that the Tenderer has, directly or through an agent or other third party, engaged in corrupt, fraudulent or other similar practices as defined above, in competing for the contract in question.

# PRE-TENDER MEETING, CLARIFICATIONS AND ADDENDA

* + 1. If any Pre-Tender/Site Meeting is to be held, the time, date and location will be stated in the **SCT**.
		2. The Tenderer may seek clarifications of the **RFT** by contacting in writing the person named in the **SCT**, no later than 10 days before the Tender submission date. The Purchaser shall send its response simultaneously to all Tenderers in writing, without disclosing the identity of the Tenderer requesting the clarification, no later than 7 days before the Tender submission closing date.
		3. If for any reason the **RFT** has to be amended, the Purchaser will modify it by issuing an Addendum in writing, which should be acknowledged in writing by the Tenderer. The Tenderer shall note that such an Addendum will form part of the **RFT** and may, if required, cause an extension of the **RFT** submission closing date.

# TENDER PRICES, CURRENCIES, PAYMENTS AND TAXES

* + 1. The Tenderer shall complete the Price Schedules as provided in the Tender Response Schedules (see Section 4).
		2. Prices shall be stated in in Vanuatu Vatu (VUV) or, if requested in the **SCT** any freely convertible currency and all payments made under the Contract shall be made in the currency(ies) stated in the Tender.
		3. Taxes and Duties shall be stated as detailed in the **SCT**.

# SUBCONTRACTORS

* + 1. If the Tenderer proposes to subcontract any supply of the Goods or Related Services then the Tenderer shall provide details of the proposed subcontractors, indicating the proposed part of the Goods or Related Services that would be subcontracted and the previous relevant experience of that subcontractor, including a statement that the proposed subcontractor(s) is/are eligible and qualified under the conditions of the **RFT**. Additionally, subcontractors shall complete the **TRS** and provide with the tender supporting documentation as detailed in the **SCT** (if these are not required of subcontractors, the **SCT** will explicitly state).

# THE RIGHT TO VARY QUANTITIES

* + 1. At the time the Contract is awarded the Purchaser reserves the right to increase or decrease the quantities of the Goods and related Services specified in the Technical Specifications **(TS)** provided this does not exceed the percentage stated in the **SCT**, and without any change in the unit costs quoted in the Tender, and in accordance with the other terms and conditions in the **RFT**.

# SPARE PARTS, MAINTENANCE AND SUPPORT

* + 1. Any requirement for Spare Parts, Maintenance and Support shall be stated in the **SCT** and the details will be described in the **TS**.
		2. The Tenderer must provide details of their methods and support available to meet these requirements and, when such spare parts, maintenance or support are required, complete a costed spares schedule, on the form provided in the **TRS.**

# TENDER SECURITY

* + 1. If a Tender Security is required, it shall be in the amount and currency stated in the **SCT**. The Tenderer has the option of submitting it either by means of:
			1. A bankers cheque or
			2. An unconditional Bank Guarantee, in the format shown in Section 7.
		2. The Tender Security shall be valid for 30 days beyond the original Tender validity period, or for (30) days beyond any extended Tender validity period, if one has been requested.
		3. The original of the Tender Security shall be included with the **TRS**; photocopies will not be accepted. If a Tender Security is required, any Tender not accompanied by a Tender Security will be rejected by the Purchaser.
		4. The Tender Security for the successful Tenderer will be discharged when the Tenderer has signed the Contract Agreement and the required Performance Security has been received.
		5. The Tender Security for unsuccessful Tenderers will be returned upon expiry of the term of the security or formation of a contract with the successful tender and submission by the successful Tenderer of any required Performance Security, whichever is earlier.
		6. The Tender Security may be forfeited if:
			1. Any Tenderer withdraws its Tender during the period of Tender validity specified in Clause 1.2; or does not accept the correction of arithmetical errors; or
			2. The successful Tenderer fails to provide a performance security in accordance with Clause 1.16; or to sign a contract in accordance with Clause 1.18.

# TENDER SUBMISSION AND OPENING

* + 1. Tenders may only be delivered by hand, mail or by courier service to the Purchaser in a sealed envelope/ package, marked as requested in the **SCT**, at the address and not later than the time and date stated on the cover page of the **RFT**.
		2. Tenders shall be opened at the place of submission stated on the cover page of the **RFT,** immediately after the time for submission of Tenders, in the presence of the Tenderers and/or their representatives who choose to attend. In order to attend the tender opening representatives must present a written authorization issued by a legal representative of the Tenderer (refer to Clause 1.1.10).
		3. The name and address of the Tenderer submitting the Tender together with the tendered total price shall be read-out and recorded. The Tender will be checked to ensure all required documents are present. If required as per Clause 1.11.1 the presence of the Tender Security will also be checked.
		4. A record of the Tender Opening will be prepared, including the information disclosed during the opening. Copies of the Record will be provided to all Tenderers who submitted a Tender.
		5. A Tender received after the deadline for submission will remain unopened and may be collected by the Tenderer if it so wishes. If not collected within 3 months of the Tender closing date it will be disposed of.

# EXAMINATION AND EVALUATION OF TENDERS

* + 1. All Tenders properly received shall be evaluated by a Technical Officer appointed by the Chairperson of the Government of Vanuatu Central Tenders Board (CTB) on behalf of the Purchaser. The Technical Officer’s determination of a Tender’s compliance shall be based upon the contents of the Tender itself.
		2. The Technical Officer shall evaluate the Tender on behalf of the Purchaser on the basis of its compliance to the Technical Specification (see Section 3).
		3. To assist in the examination, evaluation and comparison of Tenders, the Technical Officer may:
			1. Ask Tenderers for written clarification of their Tenders including breakdown of costs, but no change in the cost or substance of the Tender will be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the Technical Officer during the evaluation of Tenders. The Tenderer shall within the time specified comply with any such requests.
			2. Make corrections for any computational errors. When correcting computational errors, in case of discrepancy between a unit cost and the total cost, or between words and figures the unit cost and words will prevail. For purpose of evaluating Financial Proposals, and if prices are quoted in other currencies if and when required by this RFT, prices shall be converted into VANUATU Vatu (VUV) using the selling rate of the Reserve Bank of Vanuatu, at the date for submission of the Tenders.
		4. Any attempt by a Tenderer to influence the Technical Officer’s evaluation of Tenders or the CTB’s award decisions will result in the rejection of its Tender.
		5. Preliminary Examination

Prior to the detailed evaluation of Tenders, the Technical Officer will determine whether each Tender:

* + - 1. Has been properly signed;
			2. Is from an eligible Tenderer;
			3. Is accompanied by the required Tender security (if required)
			4. Has been completed in accordance with the **RFT**.
		1. Detailed Evaluation
1. Each Tender will be subjected to a detailed examination to determine whether it is substantially responsive in that it adequately meets:
	1. The specified qualifying criteria; and
	2. The minimum technical specifications; and
	3. The completed Response Schedules provided in Section 4 of the **RFT,** as required in the **GCT** and **SCT**, accompanied by the required supporting documentation.
2. A substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the **RFT**, without material deviation or reservation. A material deviation or reservation is one that:
	1. Affects in any substantial way the scope, quality, or technical specifications of the Goods specified in the **RFT;**
	2. Limits in any substantial way the Purchaser’s rights or the Tenderer’s obligations under the Contract;
	3. If rectified would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
3. If a Tender is not substantially responsive, it will be rejected by the Technical Officer as non-compliant and may not subsequently be made compliant by the Tenderer by correction or withdrawal of the nonconforming deviation or reservation.
	* 1. Financial Evaluation
4. Only those Tenders that are considered substantially responsive will be considered for the financial evaluation.
5. In the event of arithmetic errors this will be corrected as follows:
	1. Where there is a discrepancy between the amounts in figures and in words the amount in words will govern;
	2. Where there is a discrepancy between the unit costs and the line item total resulting from multiplying the unit cost by the quantity, the unit cost quoted will prevail
6. Following this the Technical Officer will compare all evaluated Tenders and rank them accordingly, with the lowest evaluated Tender price being ranked No. 1, and so on.
7. For evaluation and comparison purposes only, and if multiple currencies where allowed in tendering, all prices quoted shall be converted into VUV using the VUV selling rate of the Reserve Bank of Vanuatu, at the closing date for submission of the Tenders.

# ACCEPTANCE OR REJECTION OF ANY OR ALL TENDERS

* + 1. The Purchaser reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer(s).

# APPROVAL AND NOTIFICATION OF CONTRACT AWARD

* + 1. The Contract will be awarded to the Tenderer whose Tender is substantially responsive and offers the lowest price.
		2. Following the approval of the award the award decision shall be notified to all participating tenderers and no contract may be entered before 10 days have elapsed from the date of such notification.

# PERFORMANCE SECURITY

* + 1. Together with the Contract, the successful Tenderer shall deliver, if required as per the **SCT**, to the Purchaser a Performance Security in the amount and for the period stated in the **SCT**, in the format specified in Section 7. The Performance Security shall be issued by an institution/authority acceptable to the Purchaser.
		2. Failure of the successful Tenderer to submit a Performance Security, if required, will constitute sufficient grounds for the cancellation of the award.
		3. In such an event, the Purchaser shall award the Contract to the next lowest price evaluated Tenderer whose Tender is substantially responsive and has been determined by the Purchaser to be qualified to satisfactorily perform the Contract, subject to the Purchaser’s right to reject all Tenders in accordance with Clause 1.14.

# DEBRIEFING OF UNSUCCESSFUL TENDERERS

1.17.1. Within 10 days of receipt of a written request by any unsuccessful Tenderer, but not before a contract is signed with the successful tenderer, the Purchaser shall communicate the reasons why its Tender was not successful.

# SIGNING OF CONTRACT

* + 1. 10 days after the notification of the award decision to all participating tenderers the Purchaser shall send to the successful Tenderer two (2) sets of the unsigned Contract.
		2. The successful Tenderer may be required to provide documentation, or additional documentation, evidencing its qualifications prior to Contract signature.
		3. Within 7 days of receipt of the two (2) sets of the Contract Agreement the successful Tenderer shall sign, date and return both to the Purchaser.
		4. The delegated representative of the Government of Vanuatu on behalf of the Purchaser will sign both Contracts and return one to the Tenderer.

# DISPUTES AND SETTLEMENT

* + 1. Negotiated Settlement
			1. The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to negotiate all disputes arising out of, or in connection, with this Contract or its interpretation.
		2. Failing successful negotiation any disputes will be settled by the courts in Vanuatu.

.

# SECTION2

**SPECIAL CONDITIONS OF TENDERING (SCT)**

These Special Conditions of Tendering apply to this **RFT** and supplement Section 1: General Conditions of Tendering.

|  |  |  |
| --- | --- | --- |
| **Clause Ref.** | **Heading** | **Description** |
| **1.1.2** | Timeframe for commencement and completion ofsupply of Equipment |  **Commencement:** After contract signing  **Completion:** 31st of December, 2021 |
| **1.1.3****1.13.6** | Tender Response Schedules |  **TRS 1,2,3,4,5,6,7,8 & 9**  |
| **1.1.3** | Samples Required for Assessment |  **Samples of the Goods are not required**  |
| **1.2** | Validity of Tender | **3 Months** |
| **1.3.4** | Prohibited countries | **The goods must not be derived or generated from countries that have any dealings with a terrorist organisation or those relative to terrorism and child labour recognised under United Nations Security Council resolution 1267** |
| **1.4.2(a)** | Qualification criteria | The least average turnover for the past 3 years shall be **VUV** **150 million.** If the accounting system / financial accounts or reports of the tenderer are in a currency different from VUV, then the exchange rate(s) that shall be used by tenderers for conversion purposes shall be **in Vatu.** |
| **1.4.2(c)** | Qualification criteria | The minimum amount of liquid asset or working capital or credit facility is **VUV100 millions.** If the amount is expressed in the accounting system / financial accounts or reports of the tenderer or any other relevant documents in a currency different from VUV, then the exchange rate(s) that shall be used by tenderers forconversion purposes shall be **in Vatu.** |
| **1.4.2(f)** | Qualification criteria | The other qualification criteria to be applied will be: **Tenderers whose business are registered within Vanuatu are required to submit with their tender, a Tax clearance certificate from the Inland Revenue Division of the DCIR as stipulated under section 51 of the Tax Administration Act No. 37 of 2018** |
| **1.6.1** | Pre-Tender Meeting | A Pre-Tender/Site Meeting will not be held.  |

|  |  |  |
| --- | --- | --- |
| **1.6.2** | Clarifications | For clarifications of the content of the RFT, and any |

|  |  |  |
| --- | --- | --- |
|  |  | further information contact:**Moirah Matou** **Email:** **mmatou@vanuatu.gov.vu****Van-KIRAP Project** **Vanuatu Meteorology and Geo-Hazard Department** **Ministry of Climate Change & Adaptation** **Port Vila** **Vanuatu** |
| **1.7.2** | Currencies | The currency of the Tender shall be **VUV**(for international tenders allow any other freely convertible currency. |
| **1.7.3** | Taxes and Duties | **Relevant taxes to be exempted according to existing laws** |
| **1.8** | Subcontracting | **N/A.** |
| **1.9** | The Right to Vary Quantities | The maximum percentage by which quantities may be increased is **10** %.The maximum percentage by which quantities may be decreased is **10** %. |
| **1.10.1** | Spare Parts, Maintenance and Support | **Spare parts and maintenance support must be available** |
| **1.11.1** | Tender Security | A Tender Security is not required.  |
| **1.12.1** | Tender Submission | **Confidential: VMGD/RFT/G/AWS ARG/01/21****Supply and Delivery of Automatic Weather Stations (AWS) and Automatic Rain Gauges (ARG) in Port Vila****Locked Tender Box****Office of the Central Tenders Board Secretariat****Ministry of Finance & Economic Management****PMB 9058** **Top Floor****S.I.P Building****Rue Pasteur****Port Vila****Email: ctb@vanuatu.gov.vu** |
| **1.16.1** | Performance Security | A Performance Security is required: The amount of the Performance Security shall be **10 %** of the Contract value. This shall be provided in the currency of the financial offer and of the contract. The performance security shall be valid from its issuance and until 28 days after the warranty liability period as defined in the GCCand/or SCC, as applicable. |

**TECHNICAL SPECIFICATIONS**

When proprietary names, brands, catalogues or reference numbers are specified they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The Tenderer may offer material or equipment of similar (or higher) characteristics, type, quality, appearance, finish, method of production and performance.

Refer to the Technical Specifications and scope of works provided by Vanuatu Meteorology and Geo-Hazards Department below.

Item 1: VMGD Recommendation and Detailed Specifications for Automated Weather System (AWS) Products.

|  |  |  |
| --- | --- | --- |
| Item | Description/Specification required | Quantity |
| General AWS system requirements | The AWS equipment for the Vanuatu Meteorology and Geo-Hazards Department (VMGD) will meet the World Meteorological Organization (WMO) standards and specifications as per the Guide of Meteorological Instruments and Methods of Observation (CIMO Guide 2014). The purpose of the stations is to provide near real time observations of key climate parameters to enable the upgrading and expanding of the Vanuatu observation network as detailed in the project scope. The AWS should include a programmable data logger that provides local data storage in “first in first out” (FIFO) storage and remote telemetry. The data logger should incorporate the latest state of art technology and must consume low power. The remote telemetry should be capable of using the Vanuatu Government wireless broadband network as a primary data path and satellite communication as secondary path. Each Automatic weather stations are to be installed in remote areas where no commercial power exits. DC power is the only option and therefore shall have an appropriate solar panel with solar charge controllers and backup power system which able to sustain operation for a minimum of two weeks without solar charge.The sensors/equipment as mentioned in specification should be provided with complete accessories i.e. connectors, mounting fixtures, cables etc.**All sensors must be suitable for operating in tropical climate conditions**. The system should be rugged and seal to avoid ingress of moisture and can withstand extreme weather conditions (CAT 5 cyclone, Volcanic ash etc.). The general specification for each item is detailed below: | 8 |

Annex 1: Specification of AWS

|  |  |  |  |
| --- | --- | --- | --- |
| # | Variable | Instruments  | Specifications |
| 1 | Wind Speed | Ultrasonic  | * Range: 0-90m/s
* Resolution: 0.01m/s (0.0223mph)
* Response time 250ms.
* Starting Threshold: Virtually zero
* Accuracy: 0 … 75 m/s (168 mph): ±0.1 m/s (0.2 mph) or 2 % of reading, whichever is greater 75 … 90 m/s (201 mph): ±5 % of reading
* Delay distance: Virtually zero
* Must have units available: m/s, knots, mph, km/h, V, mA, Hz
* The wind speed shall be of ultrasonic type, highly accurate and of robust design requiring little or no maintenance.
* Must be lightning resistant
* Low power consumption
* Suitable for tropical climate
* WMO standard
* At least 1-year warranty
 |
| # | Variable | Instruments | Specifications |
| 2 | Wind Direction | Ultrasonic  | * Measurement range: 0…360˚
* Starting Threshold: Virtually zero
* Delay distance: Virtually zero.
* Resolution: 1˚
* Response time: 250ms
* Accuracy: ±2˚
* The wind speed shall be of ultrasonic type, highly accurate and of robust design requiring little or no maintenance.
* Must be lightning resistant
* Low power consumption
* Suitable for tropical climate
* WMO standard
* At least 1 year warranty
 |
| 3 | Air Temperature | Thermometer  | * Temperature range: 0 to 60˚C.
* Accuracy: 0.3˚C
* The Air temperature and Relative humidity sensor shall be of durable, stable and low maintenance combined sensor for remote and outdoor monitoring conditions.
* Suitable for tropical climate
* WMO standard
* At least 1 year warranty
 |
| 4 | Relative Humidity | Hygrometer | * This can be combine sensor with temperature measurement (Thermo-hygrometer)
* Range: 0 to 100%
* Required measurement uncertainty: 1%
* Suitable for tropical climate
* WMO standard
* At least 1 year warranty
 |
| 5 | Thermometer Screen/Shield  | Stevenson Screen | * WMO standard
* Suitable for tropical climate conditions
 |
| 6 | Precipitation (Rainfall) | Rain gauge  | * The rain gauge shall be light weight and have a rugged design for permanent applications. All mounting and cables shall be included with the following specifications:
* Tipping bucket rain gauge
* Range: 0.02mm/h – 2000mm/h
* Duration 0 - 24h
* Built in level indicator
* Tipping bucket: 0.5mm resolution.
* Accuracy: 0.1mm for ≤ 5mm, 2% for > 5mm or better.
* Receiver diameter: 200mm
* No heating element is required
* Design to operate in corrosive environment.
* WMO standard
* At least 1 year warranty.
 |
| # | Variable  | Instruments  | Specifications |
| 7 | Atmospheric Pressure | Barometer | * Measuring range: 500 to 1080hpa (both station pressure and mean sea level pressure).
* Required target uncertainty: 0.1hpa
* Reporting resolution: 0.1hpa, sensor time constant: 20 s (output average time: 1 min).
* WMO standard
* At least 1 year warranty.
 |
| 8 | Sunshine Duration | Pyranometer | * Range: 0 - 24h
* Accuracy: 5%
* Sensitivity of 90µA per 1000w/m²
* Maximum deviation of 1% up to 3000w/m²
* Stability of < ±2 % drift per 1-year period
* Response time: 10µs
* High stability detector
* At least 1 year warranty.
 |
| # | Variable  | Instruments | Specifications |
| 9 | Soil Moisture | Soil Moisture sensor | * Shall be of a type, which can operate accurately in all environmental soil conditions in which crops grow.
* Shall be of sturdy construction to ensure long-term reliability in any soil.
* Range: 0-100% volume metric water content.
* Stability: ±1% or better.
* Accuracy: ±2% or better.
* Operating temperature range from 0-50˚C
* Must be of low power consumption
* At least 1 year warranty
 |
| 10 | Soil Temperature | Soil Temperature sensor | * Probe type thermometer
* Accuracy: ±0.2˚ C or better
* Range: -20 to +40˚ C or better
* Must come with 4 sensors to read different temperature stages of the soil at (10cm,20cm,50cm,100cm)
* At least 1 year warranty
 |
| 11 | Grass Minimum | Grass minimum sensor | * Probe type thermometer.
* Come with a suitably designed main mounting probe to accurately accommodate sensors at required levels.
* Accuracy ±0.2˚C or better.
* Range of -5 to +40˚C or better.
* At least 1 year warranty.
 |
| 12 | Leaf Wetness | Leaf Wetness sensor | * Must be of low power consumption
* Operating Temperature -10 to +60˚C
* Shall be able to detect trace amount of water on the sensor surface.
* Suitable for tropical climate
* At least 1-year warranty
 |
| 13 | Lightning Protection |  | * Must be able to protect these equipments during extreme weather conditions.
 |
| # | Variable | Instruments | Specifications |
| 14 | Power supply, Telemetry and Data integration | Data Logger | * Must have 12 channels or more; Operates with minimal power; Robust design suitable for installation in harsh weather conditions.
* Must be able to handle simultaneous communications
* Must have the ability to remotely monitor, control & maintenance
* Must compatible with attached sensors
* Built in date and time
* At least 2 years’ warranty
 |
| Data Transmission Modem | * Must be able to transmit & receive simultaneously with wireless broad band network and satellite communications, but not limited to Radio links (Microwave links, vhf links, HF links) and cellular GSM(3G,4G).
 |
| Power Supply | * Solar operated with easy and durable recharging options. Robust battery design suitable for installation in harsh weather conditions.
* Solar structure must withstand extreme weather conditions and noncorrosive materials
* Battery life spanned of five or more years with less maintenance cycle
* Must have a backup battery that is charge within the same system
* Must have at least 10 days of autonomy
* Secured bolting of solar panel & battery
* The system must have option for AC power as an alternative.
 |
| Data Integration/Ingestion | * The AWS data format must be compatible with the current database system within VMGD (CLIDE). (e.g., CSV format)
 |
|  |  | Live display | * Real time enhanced graphical display
* Updated on a time scale of seconds
* Access to Vast Array of Hydro-Meteorological Products
* User-Friendly Interfaces
* Hydro/Met Sensor Integration
 |
|  |  |  |  |
| # | Variable | Instruments | Specifications |
| 15 | Mounting | Mast | * Tower/mast: 10m high and must be design for easy access to do maintenance work (preferred folding type/Tilt-able mast).
* Material type: Galvanized stainless-steel material, that can withstand extreme weather conditions, volcanic ash, and acid rain.
* Must be obstruction painted (Red & White)
 |
| Data Logger Housing | * Must be weather proof protective enclosure, noncorrosive and can withstand extreme weather conditions.
* Humidity: ≥90%
 |
| 16 | Accessories | Tools & Test Equipment | Proper & safety tools supply for local maintenance including test & calibration equipment(for each sensors)  |
| Hygrometer field calibration equipment | * Chamber- General range: 5 to 95% RH
* RH stability ±0.5%
* RH accuracy: ±0.8%
* Temperature accuracy: ±0.2°C
* Long term stability: ±1% per year
* Measurement units: %RH, Temperature in °C
* Display resolution 0.1
* Data logging: ≥2Gb internal memory available for log files
* Battery: 1500mAH
* 12V/24V (100 to 240 VAC, 50/60Hz adaptor included
* Probe ports: 8 or more port adaptor to accommodate varies size probes
* Desiccant reservoir capacity: 25cm3
* Saturator reservoir capacity: 25ml
* Environmental conditions: +5 to +40°C
* Training must be provided for operation & maintenance of this equipment (online due to covid19, but prefer factory training)
 |
| Obstruction Light | * Vanuatu Civil Aviation approved standard
* Solar powered
* Built in sunset switch
* Low power consumption
* High intensity light (Red)
 |
| Spare parts  | * Supply with spares and must be available in the market after 5 to 10 years
* 1 spare sensor for each respective sensor at each stations
* 1 spare data logger for each stations
 |
| Mounting fixtures | * Relevant mounting fixtures
 |
| 17 | Technical Drawing(Instruction Manual) | Circuit diagram & labels | * All relevant equipment drawings are to be delivered with the equipment. All drawings shall be in coloured and should include complete AWS & Telemetry wiring diagrams that should include information such as cable size, fuse size, cable colours, brand names, and model and catalogue numbers of every item in the Weather station network system. A trouble shooting chart shall also be included.
 |
| # | Variable | Instruments | Specifications |
| 18 | Technical Training | Installation & Troubleshooting | * Must be provided
* Online training due to covid19, but prefer site training and operations
 |
| 19 | Language  | English | * All information is to be in English language
 |
|  |  |  |  |
|  |  |  |  |

Annex 2: Specification of Automatic Rain Gauges (ARG)

Item 2: VMGD Recommendation and Detailed Specifications for Automatic Rain Gauge system (ARG) Products.

|  |  |  |
| --- | --- | --- |
| Item | Description/Specification required | Quantity |
| General ARG system requirements | The ARG equipment for the Vanuatu Meteorology and Geo-Hazards Department (VMGD) will meet the World Meteorological Organization (WMO) standards and specifications as per the Guide of Meteorological Instruments and Methods of Observation (CIMO Guide 2014). The purpose of the stations is to provide important information for weather forecasting, which will strengthen the VMGD platform to provide quality climate data and information for Community Information Services (CIS) and also expanding of the Vanuatu’s rain fall monitoring system as detailed in the project scope. The system will automatically measure the amount of rainfall, record the amount locally in an electronic storage media and transmit the rainfall amount records to our server at Vanuatu Meteorology and Geo-Hazards department (VMGD) Port Vila. Each ARG remote stations shall hold the recorded data at least 270 days and shall record the latest data by replacing the oldest data.The system shall be such that can use variable communication options, such as Vanuatu Government wireless broadband network as a primary data path and satellite communication as secondary path or GSM (3G, 4G), VHF, HF transmissions.The rain gauge shall be a world standard 200mm catch, accuracy not affected by rainfall intensity, long term stable calibration, leaf filter resist blocking, internal data logger and easy to service with low maintenance requirements. The sensors/equipment as mentioned in specification should be provided with complete accessories i.e. connectors, mounting fixtures, cables etc.The rainfall stations are to be installed in remote areas where no commercial power exists. DC power is the only option and therefore shall have an appropriate solar panel with solar charge controllers and backup power system. Each Rainfall Station shall include a battery of sufficient size to power all devices. The data logger should incorporate the latest state of art technology and must consume low power. **All sensors must be suitable for operating in tropical climate conditions**. The system should be rugged and seal to avoid ingress of moisture and can withstand extreme weather conditions (CAT 5 cyclone, Volcanic ash etc.).  The general specification for each item is detailed below: | 8 |

|  |  |  |  |
| --- | --- | --- | --- |
| # | Component | Essential Parameters  | Specifications |
| 1 | Tipping Bucket Rain Gauge | Sensitivity  | 0.5mm |
|  |  | Measurement range | 0 - 500mm\hr or more |
|  |  | Accuracy | ±2% |
|  |  | Siphon  | ˜4 mL capacity stainless steel and non-hydroscopic polymer with insect screen |
|  |  | Bucket  | Non corrosive material |
|  |  | Bearings | Sapphire jewelled bearings with hard stainless-steel shaft (pivots) |
|  |  | Insect protection | Mesh screen |
|  |  | Level | Bulls eye bubble level |
|  |  | Contact system | Single reed switch, potted |
|  |  | Contact time | 0.1 seconds |
|  |  | Receiver | 200mm diameter |
|  |  | Interface | SDI-12, RJ45, RS485. Must be compatible with data logger |
| # |  |  |  |
| 2 | Telemetry | Type | The system must be able to transmit & receive simultaneously with wireless broad band network and satellite communications, but not limited to Radio links (Microwave links, vhf links, HF links) and cellular GSM(3G,4G) (must be internet enable) |
|  |  | Data Integration/Ingestion | * The ARG data format must be compatible with the current database system within VMGD (CLIDE). (e.g. CSV format)
 |
|  |  | Live Display | * Real time enhanced graphical display
* Real-time Displays and Updates
* Access to Vast Array of Hydro-Meteorological Products
* User-Friendly Interfaces
* Hydro/Met Sensor Integration
 |
|  |  | Remote | Have access to the station remotely  |
|  |  |  |  |
| # | Component | Essential Parameters | Specifications |
| 3 | Data logger | Memory | USB/SD memory must be supported |
|  |  | Internal memory | Adequate to store up to 6-month data |
|  |  | Communications | Must be able to handle simultaneous communications |
|  |  | Communication protocols | Must support most protocols i.e., MODBUS, (RTU, ASCII, TCP/IP) YMODEM, TELNET, HTTP, FTP, DHCP, DNS, SLIP, PPP RS232 and others. |
|  |  | Local data interface | USB, serial or Ethernet  |
|  |  | Remote programming and monitoring  | Remote configuration management and status monitoring  |
|  |  | Interface | SDI-12, RJ45, RS485, RS232 |
|  |  | Over voltage Protection | Must be built in |
|  |  | Housing | Should be rugged and seal to avoid ingress of moisture. Non corrosive material |
|  |  | Operating temperature | 5 to 70˚C |
|  |  | Date & Time | Must be built in |
|  |  | Power consumption  | Low power consumption |
|  |  | Warranty  | Maximum of 2 years |
| # |  |  |  |
| 4 | Power Supply | Solar system | Solar powered and can easily switched to a backup power within the same system(Thief proof bolting for security) |
|  |  | Materials  | Must withstand extreme weather conditions and noncorrosive materials |
|  |  | Battery  | Battery life spanned of 5 or more years with less maintenance cycle  |
|  |  | Backup battery | Must have a backup battery that is charge within the same system |
|  |  | Solar power system | Must have at least 10 days of autonomy  |
|  |  | Operating temperature | 5 to 70˚C |
|  |  |  |  |
| # | Component | Essential Parameters | Specifications |
| 5 | Housing | Mounting & Enclosure | All equipment or sensor housing and mounting brackets must be weather proof protective enclosure, noncorrosive and can withstand extreme weather conditions. |
|  |  | Humidity | ≥90% |
|  |  |  |  |
| # |  |  |  |
| 6 | Post/Mast | Material type | Galvanised stainless steel material, that can withstand extreme weather conditions (salt spray, acid rain, volcanic ash) |
| # |  |  |  |
| 7 | Accessories | Tools | Proper tools supplies for local maintenance including test & calibration equipment. |
|  |  | Spares | * Supply with spares and must be available in the market after 5 to 10 years
* 1 spare data logger for each station
* 1 spare tipping bucket & reed switch for each station

  |
|  |  | User operation | Relevant Signal, power and communication cables |
|  |  | Mounting fixtures | Relevant mounting fixtures |
|  |  |  |  |
| # |  |  |  |
| 8 | Technical drawing (Instruction Manual) | Circuit diagram & labels | All relevant equipment drawings are to be delivered with the equipment. All drawings shall be in coloured and should include complete automatic rain gauge system wiring diagrams that should include information such as cable size, fuse size, cable colours, brand names, and model and catalogue numbers of every item in the rainfall network system. A trouble shooting chart shall also be included.  |
|  |  | Language  |  All information is to be in English language. |
| # |  |  |  |
| 9 | Technical Training  | Installation & Troubleshooting | * Must be provided
* Online training due to covid19, but prefer site training and operations
 |
|  |  |  |  |

**Item: 1.1 Scope of work needed for the Installation of Automatic Weather Station (AWS) in Vanuatu.**

*Climate network upgrade and telemetry systems.*

* All AWS climate stations must be compliant with WMO GBON standards.
* End to end Service – Purchasing and installation of equipment, communication of data-to-data center and training
* AWS equipment that VMGD staff are familiar with through previous training and can install with remote support.
* The AWS must have capability systems to automatically integrate telemetered data to VMGD’s climate database CLIDE system.
* The AWS must be running by the end of this year 2021, and back up with full technical support.
* Meteorological Satellite connection as backup to existing Vanuatu broadband services.
* All components of monitoring, warning and information delivery systems and associated capacity development including:
* Designing, implementation and capacity development for monitoring networks.
* Multi-pathway telemetry for robust data delivery and real time data and information displays.
* Intergraded with VMGD existing climate database (CLIDE).
* The AWS should be a state of art technology and should provide unattended operation in remote place for at least 1 year.
* The specification must be suitable for outdoor applications.
* Must be housed in a weatherproof house and should meet all environment specification.
* The sensors, hardware and software must be tested before shipment.
* All transmitters and data logger must be certified.
* The item should withstand hostile environment and have good moisture control
* The AWS must have an inbuilt time and memory that could store data up to 12 months or more.
* AWS engineering design drawings and specifications for hardware that can be procured in Vanuatu (eg 10 m mast assembly for AWS if required.)

*Data Integration*

* Inclusion of a digital display dashboard to be supplied with each AWS for local monitoring of all data channels
* Make allowance for other data from sectors to be ingested into the operational CLEWS.

*Training and workshops*

* Online training must be provided for installation and configuration on the instrument for VMGD staff.

*Spare parts, calibration equipment and maintenance*

* A complete set of instrument spares will be included (i.e. spares for one complete AWS), to enable full implementation of a maintenance and calibration program.
* Contract to work with VMGD for maintenance in the future.
* A field calibration kit will be provided for all sensors mention in specifications annex 1.

*Site materials and civil works*

* Bidder to provide appropriate power supply to different AWS sites.
* The bidder will also provide general details of civil works and materials for installing equipment, including cement, fencing and other essential on-site materials to be obtained in Vanuatu.
* The bidder will be responsible for freight and storage of equipment’s before installation

**Item: 2.1 Scope of work needed for the Installation of Automatic Rain Gauge (ARG) station in Vanuatu.**

* Shipment/ handling/ packaging/ air freight must be handled by the supplier.
* All ARG stations must be compliant with WMO GBON standards.
* ARG equipment that VMGD staff are familiar with through previous training and can install with remote support.
* The ARG must have capability systems to automatically integrate telemetered data to VMGD’s climate database CLIDE system.
* The ARG must be running by the end of this year 2021, and back up with full technical support.
* Meteorological Satellite connection as backup to existing Vanuatu broadband services.
* All components of monitoring, warning and information delivery systems and associated capacity development including:
	+ Designing, implementation and capacity development for monitoring networks.
	+ Multi-pathway telemetry for robust data delivery and real time data and information displays.
	+ Inclusion of a digital display dashboard to be supplied with each AWS for local monitoring of all data channels.
	+ Intergraded with VMGD existing climate database (CLIDE).
* The ARG should be a state of art technology and should provide unattended operation in remote place for at least 1 year.
* The specification must be suitable for outdoor applications.
* Must be housed in a weatherproof house and should meet all environment specification.
* The sensors, hardware and software must be tested before shipment.
* All transmitters and data logger must be certified.
* The item should withstand hostile environment and have good moisture control
* The ARG must have an inbuilt time and memory that could store data up to 12 months or more.

*Training and workshops*

* Online training must be provided for installation and configuration on the instrument for VMGD staff.

*Spare parts, calibration equipment and maintenance*

* A complete set of instrument spares will be included (i.e. spares for one complete AWS), to enable full implementation of a maintenance and calibration program.
* Contract to work with VMGD for maintenance in the future.
* A field calibration kit will be provided for all sensors mention in specifications annex 2.

*Site materials and civil works*

* Bidder to provide appropriate power supply to different ARG sites.
* The bidder will also provide general details of civil works and materials for installing equipment, including cement, fencing and other essential on-site materials to be obtained in Vanuatu.
* The bidder will be responsible for freight and storage of equipment’s before installation

**TENDER RESPONSE SCHEDULES TABLE OF CONTENTS**

**Schedule**

1. Tender Submission Form
2. Evaluations and Qualification Information Sheet
3. Price Schedule for Goods to be Supplied
4. Price Schedule for Related Services (if required)
5. Price Schedule for Spare Parts and Maintenance (if required)
6. Price Schedule for Inspections and Tests (if required)
7. Technical Specification Compliance Statement
8. Delivery Schedule for Goods
9. Delivery Schedule for Related Services (if required)

**RESPONSE TO REQUEST FOR TENDER**

**GOODS**

**[Tenderer to enter name of organization(s) Tendering]**

|  |  |
| --- | --- |
| **RFT NUMBER:** | **[Tenderer to enter tender number, as per Invitation to Tender]** |
| **DESCRIPTION:** | **[Tenderer to enter brief description of requirements, as per Invitation to Tender]** |
| **PURCHASER:** | **[Tenderer to enter name of Purchaser, as per Invitation to Tender]** |
| **SUBMISSION ADDRESS:** | **[Tenderer to enter submission address, as per Invitation to Tender]** |
| **SUBMISSION DATE & TIME:** | **[Tenderer to enter date and time, as per Letter of Invitation to Tender]** |

**TENDER RESPONSE SCHEDULE 1 TENDER SUBMISSION FORM**

(The completed Tender form and attachments together will comprise the Tenderer’s offer)

**To:**

We agree to be bound by the **General Conditions of Tendering, Special Conditions of Tendering, General Conditions of Contract** and **Special Conditions of Contract** and we hereby offer to supply the Goods and Related Services, in conformity with the Invitation to Tender **(RFT)** and in accordance with the Delivery Schedules specified in the Technical Specifications **(TS)**, for the Contract Price offered below, of:

[Total Tender Price in words]

CURRENCY & AMOUNT

[Tender price in figures]

This amount is

Exclusive of VAT and duties Inclusive of VAT and duties

We confirm receipt of the Addendums and Variations to the Invitation to Tender listed below:

|  |  |  |
| --- | --- | --- |
| Addendum/Variation Reference | Dated | Date Received |
|  |  |  |

Our Tender shall be valid for the period of time specified in the RFT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. If our Tender is accepted, we commit to obtaining a performance security in accordance with the RFT for the due performance of the Contract. Furthermore, we warrant that we comply with all the eligibility and qualification criteria specified in the RFT.

We have no conflict of interest, and our firm, its affiliates and subsidiaries have not been declared ineligible under the laws of the Republic of VANUATU or in accordance with the RFT.

We further warrant that:

* 1. We are free from insolvency, bankruptcy or similar status;
	2. We have the legal capacity to enter into contract;
	3. We are current with payment of taxes;
	4. We and any director, officer, manager or supervisor of ours has not, within a period of three years preceding the date of issuance of the invitation to tender, been convicted of any criminal offence, whether in VANUATU or elsewhere:
		+ Relating to professional conduct
		+ Relating to the making of false statements or misrepresentations as to his eligibility or qualifications to enter into a procurement contract;
		+ Involving dishonesty;
		+ Under anti-corruption legislation;
	5. We have not been suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in Vanuatu or elsewhere.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed:

Name: Title/Position:

Authorized for and on behalf of: Supplier:

Address:

**TENDER RESPONSE SCHEDULE 2 ELIGIBILITY AND QUALIFICATION INFORMATION**

The Tenderer must complete this schedule and attach relevant supporting documents

* 1. **Status of Tenderer:**

|  |  |
| --- | --- |
| Tenderer’s Legal Name: |  |
| Country of Registration: |  |
| Address in Country of Registration: |  |
| Year of Registration; |  |
| Business Certificate Number |  |
| VAT Registration Number (if applicable) |  |

* 1. **Annual turnover of Supply of Goods for the past 3 years**

|  |  |
| --- | --- |
| **Year** | **Total Amount for the Year in VUV/ equivalent** |
| **[Enter year]** |  |
| **[Enter year]** |  |
| **[Enter year]** |  |
| Average Annual Supply Turnover for these 3 years |  |

* 1. **Contracts performed as prime supplier in areas of a similar nature and volume over the past 3 years** (maximum 3 examples)

|  |
| --- |
| **Contract No 1 of 3** |
| Contract Identification: |  |
| Award Date: Completion Date: |  |
| Role in Contract: | **[State: Supplier, Subcontractor, or party of joint venture]** |
| Total Contract Amount in VUV/ equivalent: |  |  |
| If partner in a JV or Subcontractor, specify participation of total contract amount: | Percentage of Total |  |
| Purchaser’s Name Address Telephone Number Fax NumberE-mail address |  |
| **Contract No 2 of 3** |
| Contract Identification: |  |
| Award Date: Completion Date: |  |
| Role in Contract: | **[State: Supplier, Subcontractor, or party of joint****venture]** |

|  |  |  |
| --- | --- | --- |
| Total Contract Amount in VUV/ equivalent: |  |  |
| If partner in a JV or Subcontractor, specify participation of totalcontract amount: | Percentage of Total |  |
| Purchaser’s Name Address Telephone Number Fax NumberE-mail address |  |
| **Contract No 3 of 3** |
| Contract Identification: |  |
| Award Date: Completion Date: |  |
| Role in Contract: | **[State Supplier, Subcontractor, or party of joint venture]** |
| Total Contract Amount in VUV/ equivalent: |  | Amount |
| If partner in a JV or Subcontractor, specify participation of total contract amount: | Percentage of Total |  |
| Purchaser’s Name Address Telephone Number Fax NumberE-mail address |  |

* 1. **Proposed Subcontractors**

|  |  |  |
| --- | --- | --- |
| Proposed role/input Subcontractors name & address | Amount of Subcontract proposed in VUV/equivalent | Experience in similar supply contracts (project name and duration) |
|  |  |  |
|  |  |  |
| **[Complete for each proposed Subcontractor]** |

**1.6 Documentation attached:**

|  |  |
| --- | --- |
| **Attached with our TRS are the Originals of the following documents:** | **Type** |
| Power of Attorney for the signatory to sign the Tender | Original |
| Tender Security (if required) | Original |
| Manufacturer’s Authorization Letter(s), if required | Original |
| Completed Schedules | Original |
| **Enclosed with our TRS are copies of the following documents:** |  |
| Business Certificate | Copy |
| Latest Income Tax Clearance Certificate (if applicable – refer SCT) | Copy |
| In case of government owned entity in VANUATU, documents establishing legal and financial autonomy and compliance withcommercial law. | Copy |
| Details of name, address, contact data of banks that may provide references if contacted by the Purchaser. | Copy |
| Financial statement (balance sheet including all related notes, and income statements) for the past financial year, or past 3 years if required (Purchaser to specify) complying with the following conditions:* The financial statement must reflect the financial situation of the Tenderer and not sister or parent companies;
* The financial statement must be complete, including all notes to the financial statement

The financial statement must correspond to the latest financial yearalready completed and audited (no statements for partial periods shall be requested or accepted). | Copy |
| Copies of similar contracts, or recommendations from Clients relating to the contracts described above in this document | Copy |

Signed:

Name: Title/Position:

Authorized for and on behalf of: Supplier:

Address:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| **Line Item No** | **Description of Goods** | **Country of origin** | **Quantity** | **Physical Unit(e.g. piece, box etc.)** | **Unit price delivered to final destination (Supplier to enter****Currency of tender)** | **Total Delivered Cost****(Supplier to enter Currency of tender)** | **INCOTERM 2010 [PURCHASER****to enter required INCO terms]** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **TOTAL DELIVERED COST OF GOODS:** |  |  |

**TOTAL COST OF FREIGHT ONLY FOR ALL OF THE ABOVE GOODS:**

**Exclusive of VAT and duties Inclusive of VAT and duties**

Signed:

Name: Title/Position:

Authorized for and on behalf of: Supplier:

Address:

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | 2 | 3 | 4 |
| **Service No** | **Description of Related Services** | **Unit Cost (Supplier to enter Currency****of tender)** | **Total Cost (Supplier to enter Currency of tender)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **TOTAL COST OF RELATED SERVICES:** |  |

**Exclusive of VAT and duties Inclusive of VAT and duties**

Signed:

Name: Title/Position:

Authorized for and on behalf of: Supplier:

Address:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 8 |
| **Line Item No** | **Description of Spare Parts and Maintenance** | **Country of Origin** | **Quantity** | **Physical Unit (e.g. Piece, box etc.)** | **Unit Cost Delivered to Final Destination (Supplier to enter Currency****of tender)** | **Total Delivered Price (Supplier to enter Currency of tender)** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **TOTAL COST OF DELIVERED SPARE PARTS:** |  |

**TOTAL COST OF FREIGHT ONLY FOR ALL OF THE ABOVE SPARE PARTS:**

**Exclusive of VAT and duties Inclusive of VAT and duties**

Signed:

Name: Title/Position:

Authorized for and on behalf of: Supplier:

Address:

**TENDER RESPONSE SCHEDULE 6**

**PRICE SCHEDULE FOR ADDITIONAL INSPECTION AND TESTS (WHERE APPLICABLE)**

**This Schedule applies to Inspections and Tests, if specified by the Purchaser in Section 3 Technical Specification, that are additional to the normal inspections/ tests required for acceptance of the specified Goods and Spare Parts included in the prices quoted in Schedules 3 and 5 above.**

**[The table for this has to be drafted based on the actual Inspections and Tests requested in the RFT]**

|  |  |  |  |
| --- | --- | --- | --- |
| **Inspections** | **Description** | **Frequency/Estimated Date** | **Cost****(Supplier to enter Currency of tender)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Signed:

Name: Title/Position:

Authorized for and on behalf of: Supplier:

Address:

**TENDER RESPONSE SCHEDULE 7 TECHNICAL SPECIFICATION COMPLIANCE STATEMENT**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Line Item N** | **Purchaser’s Required Technical Specification of Goods** | **Tenderer’s Offered Technical Specification of Goods** | **Complaint (Yes/No)** | **Remarks (concerning variance with Purchaser’s Technical Specification)** |
|  **Item**  | **Automatic Weather Station (AWS) and Automatic Rain Gauge (ARG)** | **[Tenderer to enter specification offered]** | **[Tenderer to enter Yes or No ONLY]** | **[Tenderer to enter, if applicable]** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Signed:

Name: Title/Position:

Authorized for and on behalf of: Supplier:

Address:

**TENDER RESPONSE SCHEDULE 8 DELIVERY SCHEDULE FOR THE GOODS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Line Item N** | **Description of Goods** | **Quantity** | **Physical unit (e.g. Piece,****Box etc.)** | **Final Destination and INCOTERM 2010** | **Delivery Date to Final Destination** |
| **[enter item No]** | **[enter description of Goods]** | **[Enter quantity of item to be supplied]** | **[Enter physical unit for the quantity****]** | **[Enter INCOTERM****and place of delivery]** | **[Enter Date]** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Signed:

Name: Title/Position:

Authorized for and on behalf of: Supplier:

Address:

**TENDER RESPONSE SCHEDULE 9 DELIVERY SCHEDULE FOR THE RELATED SERVICES**

|  |  |  |  |
| --- | --- | --- | --- |
| **Service No.** | **Description of Related Service** | **Place where****Services shall be performed** | **Date of Final****Completion of Services** |
| **[Insert Service****No]** | **[Insert description of Related Services]** | **[Insert name of the Place]** | **[Insert Date]** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Signed:

Name: Title/Position:

Authorized for and on behalf of: Supplier:

Address:

**SECTION 5**

**GENERAL CONDITIONS OF CONTRACT TABLE OF CONTENTS**

* 1. GENERAL PROVISIONS 33
	2. OBLIGATIONS OF THE PURCHASER 34
	3. OBLIGATIONS OF THE SUPPLIER 34
	4. DELIVERY, ACCEPTANCE AND REJECTION 36
	5. VARIATION ORDERS 36
	6. TERMS OF PAYMENT 37
	7. PERFORMANCE SECURITY 37
	8. LIQUIDATED DAMAGES 38
	9. SUPPLIER WARRANTY 38
	10. TERMINATION AND SUSPENSION 38
	11. DISPUTES AND SETTLEMENT 40
	12. FORCE MAJEURE 40
	13. INTEGRITY/ PROBITY 40

**SECTION 5**

**GENERAL CONDITIONS OF CONTRACT**

* 1. **GENERAL PROVISIONS**
		1. The Purchaser is the Government of Vanuatu Procuring Entity stated in the Contract represented by the person named in the Special Conditions of Contract (**SCC**).
		2. The Supplier is the entity stated in the Contract Agreement, represented by the person named in the **SCC**.
		3. The Contract Documents listed in the Contract Agreement represent the entire and integrated Contract between the Purchaser and the Supplier. The Contract is governed by and shall be construed in accordance with the Laws of the Republic of Vanuatu, and the ruling language of the Contract is English.
		4. All prior negotiations, representations and agreements, both oral and written, are superseded by the Contract. All correspondence and documents relating to the Contract between the parties and their representatives shall be in English.
		5. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under the Contract, except with the prior written consent of the other party.
		6. In these Conditions of Contract, unless the context otherwise requires:

**Contact Person** means the person named in the **SCC**, who manages the implementation of the Contract on behalf of the Purchaser;

**Contract** means the signed Contract Agreement, and the documentation specified therein, as entered into between the Purchaser and the Supplier for the provision of the Goods and related Services;

**Contract Price** means the price stated in the Contract;

**Days** mean calendar days;

**Force Majeure** means an event or situation beyond the control of either party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either party. Such events may include, but not be limited to, wars or revolutions, natural disasters (such as earthquakes, tsunamis, fires, floods etc.), epidemics, quarantine restrictions, and freight embargo;

**In writing** means communicated in written form (e.g. by letter, e-mail or fax);

**Months** mean calendar months;

**Purchaser** means the Government of Vanuatu Procuring Entity stated in the Contract;

**Specification** means the Specification of the Goods included in the Contract and any modification or addition made or approved by the Contact Person; **Subcontractor** means any person or organization that supplies goods, materials or services to the Supplier;

**Supplier** means the person or organization stated in the Contract whose Tender to provide the Goods and related Services where applicable has been accepted by the Purchaser;

**Variation** is an instruction given by the Purchaser which varies the Contract. Clause headings shall not be used in the interpretation of these Conditions. Words in the singular also include the plural and vice versa when the context so requires.

Words indicating a gender include either gender.

* 1. **OBLIGATIONS OF THE PURCHASER**
		1. **Contact Person**
			1. The Purchaser shall appoint a Contact Person, as named in the **SCC**, to act on its behalf for the management of any queries arising during the supply and delivery period.
			2. The Purchaser shall pay to the Supplier sums due under the Contract.
	2. **OBLIGATIONS OF THE SUPPLIER**
		1. **Scope of Supply**
			1. The Supplier shall deliver the Goods to the location/s specified in the Contract, and shall obtain a signed ‘Goods Delivery and Acceptance Note’ from the organization specified in the **SCC** (refer to sample attached).
		2. **Subcontracting**
			1. The Supplier shall obtain the Purchaser’s prior approval in writing of all subcontractors, who are not specified in its Tender, with whom the Supplier wishes to engage under the Contract. Such approval shall not relieve the Supplier from any of its obligations, duties, responsibilities or liability under the Contract.
		3. **Specification and Standards**
			1. The Goods and related Services supplied under the Contract shall conform to the Technical Specifications and standards mentioned in the Technical Specifications and the Tender, and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate in the country of origin of the Goods.
			2. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or of any modification thereof, provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
			3. Where references are made in the Contract to codes or standards, the edition or the revised version of such codes and standards shall be those specified in the Technical Specifications.
		4. **Copyright**
			1. The intellectual property and copyright (**IP**) in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Supplier shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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 save insofar as the Supplier shall grant to the Purchaser a world-wide, non-exclusive, irrevocable and royalty-free license to use the IP to give effect to the provisions of this agreement.

* + 1. **Inspection and Tests**
			1. For the purposes of acceptance of the Goods the Supplier shall at its own expense and at no additional cost to the Purchaser arrange all such tests and/or inspections of the Goods and related Services as are specified in Technical Specifications.
			2. At the option of the Purchaser, 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 as specified in the Technical Specifications.
			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 and/or testers at no charge to the Purchaser.
			4. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections required for acceptance, provided that the Purchaser bears 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.
			5. The Supplier shall provide the Purchaser with a copy report of the results of any such test and/or inspection.
			6. If specified in the Technical Specifications and confirmed in the **SCC,** the Purchaser may require additional tests, separate to normal acceptance tests. The cost of such additional tests will be borne by the Purchaser.
		2. **Packing and Documents**
			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(s). 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 Final Destination(s) and the absence of heavy handling facilities at all points in transit.
			2. Any special packing requirements additional to the foregoing shall be as specified in the **SCC**.
			3. The marking and documentation inside and outside the packages shall comply with the instructions specified in the **SCC**.
		3. **Transportation and Insurance**
			1. Responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms, and the mode of transport and point(s) of final delivery shall be as specified in the Technical Specifications and the **SCC**.
			2. 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 specified in the Schedule of Requirements.

* 1. **DELIVERY, ACCEPTANCE AND REJECTION**
		1. **Delivery of Goods**
			1. The Supplier shall deliver the Goods within the time period, and to the place(s) specified in the Technical Specifications.
			2. The Supplier shall provide to the Purchaser any shipping and other documents as specified in the **SCC**. If they are not received by the time specified in the **SCC,** the Supplier shall be responsible for any consequent expenses.
		2. **Provision of Related Services**
			1. If there are Related Services included in the supply of the Goods, these shall be as specified in the Technical Specifications. Inspection and Tests, if applicable, are as specified in the **SCC.**
		3. **Acceptance of the Goods and Related Services**
			1. Acceptance shall not be considered complete until receipt of the Goods and satisfactory testing, installation and commissioning, as applicable, has taken place. To certify acceptance, the Supplier shall provide to the Purchaser a Goods Delivery and Acceptance Note signed and stamped by the organization named in the **SCC** in the format attached.
			2. Receipt of delivery, acceptance or payment shall not prejudice the right of the Purchaser to maintain an action for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.
		4. **Rejection of the Goods**
			1. The Purchaser may reject Goods which are not in accordance with the Schedule of Requirements. The Purchaser shall, upon rejection of any Goods, notify the Supplier and may direct that the rejected Goods be removed and replaced or rectified at the Supplier’s risk and expense within such reasonable time as the Purchaser may direct. Should the Supplier fail to remove or rectify the rejected Goods within the time directed the Purchaser may have the rejected Goods returned at the Supplier’s risk and expense.
	2. **VARIATION ORDERS**
1. The Purchaser may prepare a Variation Order making changes to the Goods, specifications, timing and/or cost of the Contract and submit it, with a brief justification for the variation, to the Supplier for acceptance and, if accepted, the Purchaser shall issue the Variation Order to the Supplier.
2. The Supplier may submit a written proposal to the Purchaser requesting a variation in the Supply. The proposal shall include a reasonable estimate of the time and/or cost of the variation, as well as a brief justification for the variation. If the Purchaser agrees to the proposal it shall prepare and issue the Variation Order to the Supplier.
3. By signing and returning a copy of the Variation Order, the Supplier agrees to the terms and conditions of the Variation Order.
	1. **TERMS OF PAYMENT**
		1. **Contract Cost**
			1. Unit Costs charged by the Supplier for the Goods supplied and any Related Services provided under the Contract shall not vary from those stated in the Contract.
			2. The total payments to be made against the Contract shall not exceed the Contract Cost stated in the Contract, except for changes made to the Contract as provided for in Clause 5.5.
		2. **Advance Payment**
			1. If specified in the **SCC**, the Purchaser will make an advance payment to the Supplier in the amount stated in the **SCC** against submission of an Advance Bank Guarantee to the full value of the advance, in the format attached.
			2. The advance payment shall be repaid by deducting equal or proportionate amounts from payments otherwise due to the Supplier, to be recovered during the period of the Contract, as specified in the **SCC**.
		3. **Payment Provisions**
			1. Payment(s) to the Supplier shall be made as specified in the **SCC** and in the currency of the Contract.
			2. Request(s) for payment(s) shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and any related Services performed, always provided that the documents submitted under Clause 5.4.1 (2) and other obligations stipulated in the Contract have been met.
			3. Payments shall be made promptly by the Purchaser within 30 days after acceptance of the Invoice and other required documentation.
		4. **Payment on Termination**
			1. On Termination of the Contract the Purchaser shall pay to the Supplier the full value of all goods delivered and accepted by the Purchaser according to the Contract, less any payments previously made, and the full value of goods, less any installation or commissioning costs, for any goods delivered but not installed.
			2. Should the Supplier have goods in shipment that form part of the Goods to be delivered under the Contract the Purchaser shall pay to the Supplier the value of these goods once they have been delivered and accepted by the Purchaser.
		5. **Taxes and Duties**
			1. Refer to SCC.
	2. **PERFORMANCE SECURITY**
4. The proceeds of the Performance Security provided by the Supplier shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.
5. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier’s obligations under the Contract, including any warranty

obligations (i.e. following the completion of the 12-month Warranty validity period – Refer 5.9 below).

* 1. **LIQUIDATED DAMAGES**

1) Liquidated Damages as applicable are as stated in the **SCC**.

* 1. **SUPPLIER WARRANTY**
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 Terms of Reference.
2. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in VANUATU.
3. Unless otherwise specified in the **SCC**, the warranty shall be provided within 10 days of shipment and remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for 18 months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
4. If a defect (fair wear and tear excepted) appears in the Goods within the Warranty Period, the Supplier shall remedy such defect by either repairing or replacing the defective Goods without cost to the Purchaser within a period no longer than the original delivery schedule for that respective item and the Supplier shall obtain for the Purchaser the benefit of any manufacturer’s warranty.
5. If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC** the Purchaser 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 Purchaser may have against the Supplier under the Contract.
	1. **TERMINATION AND SUSPENSION**
		1. **Termination for Default**
			1. The Purchaser may, without prejudice to any other remedy for breach of Contract and by written notice of default sent to the Supplier, terminate the Contract in whole or in part if the Supplier:
				1. Fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser on notification by the Supplier of the cause and its likely duration; or
				2. Fails to perform any other obligation under the Contract; or
				3. Has engaged in fraud, corruption, collusion, coercion and obstructive practice in competing for or in executing the Contract.
			2. In the event the Purchaser terminates the Contract, in whole or in part, the Purchaser 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 Purchaser 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.
		2. **Termination for Insolvency**
			1. The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the Supplier shall be compensated for the Goods delivered up to the date of termination only, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
		3. **Termination for Convenience**
			1. The Purchaser may, without cause, by written notice instruct the Supplier to terminate its engagement under the Contract. Upon such termination, the Supplier shall be paid for the Goods delivered up to the date of termination, provided that any such Goods were not late or otherwise overdue for delivery at the date of termination. The Supplier shall promptly make every reasonable effort to effect cancellation upon terms acceptable to the Purchaser of all outstanding subcontracts.
		4. **Termination by the Supplier**
			1. In the event that:
6. The Purchaser fails to pay any money due to the Supplier pursuant to this Contract and not subject to dispute pursuant to Clause 5.6.3 hereof within 45 days after receiving written notice from the Supplier that such payment is overdue.
7. As the result of an event of Force Majeure, the Supplier is unable to perform a material portion of the Supply for a period of not less than 60 days.
8. The Purchaser fails to comply with any Arbitral Award published as a result of arbitration pursuant to Clause 5.11.1 hereof. OR
	* + 1. The Supplier may terminate this Contract on the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause. The Supplier shall give a not less than 30 days’ written notice of termination to Purchaser.
		1. **Suspension of Funding**
			1. In the event that funding is suspended, from which part of the payments to the Supplier are being made, the Purchaser is obliged to notify the Supplier of such suspension within 7 days of having received advice of the suspension of funding.
		2. **Suspension of the Supply**
			1. In the event that the Supplies are suspended due to circumstances beyond the control of the Purchaser or the Supplier, the Purchaser shall after due consultation with the Supplier, determine any extension of time and the amount that shall be added to the Contract Price to which the Consultant is entitled.
	1. **DISPUTES AND SETTLEMENT**
		1. Negotiated Settlement
			1. The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to negotiate all disputes arising out of, or in connection, with this Contract or its interpretation.
			2. Failing successful negotiation, the courts in Vanuatu will settle any disputes in line with the laws of the Republic of Vanuatu.
	2. **FORCE MAJEURE**
		1. **No Breach of Contract**
			1. The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as the inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and has informed the other Party as soon as possible about the occurrence of such an event
		2. **Extension of Time**
			1. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure
		3. **Payments**
			1. During the period of their inability to Supply the Goods or provide the Related Services as a result of an event of Force Majeure, the Supplier shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Contract and in reactivating the Contract after the end of such period.
	3. **INTEGRITY/ PROBITY**
9. Neither the Contractor, nor any Representative of the Contractor will engage in fraud, corruption, collusion, coercion and/or obstructive practices in competing for, or in executing the contract. Should the Contractor, or any Representative of the Contractor engage in the above, they could face any, or all, of the following sanctions:
10. Immediate termination of contract (refer Termination and Suspension above);
11. Liability for damages to the Government of Vanuatu and other competing bidders;
12. Debarment (blacklisting) for five years from engaging in any further contract with the Government of Vanuatu; and
13. Public Prosecution under the Penal Code Act.
14. The Contractor, or any Representative of the Contractor, shall immediately report to the Police, Public Prosecutor and Chairman of the Public Service Commission any attempt by the Purchaser, or the Purchaser’s Representative, to demand bribes or gifts in relation to this contract.

**SECTION 6**

**SPECIAL CONDITIONS OF CONTRACT**

These Special Conditions of Contract apply to this particular RFT and supplement Section 5 General: Conditions of Contract for Goods. The **SCC** will be updated and included in the Contract Documents when these are prepared for issue to the successful Tenderer.

|  |  |  |
| --- | --- | --- |
| **Clause Ref.** | **Heading** | **Description** |
| **5.1 (1)** | Purchaser’s Representative | The Purchaser is represented by:**Mrs. Esline Garaebiti****Director General****Ministry of Climate Change****PMB 9054****Port Vila** |
| **5.1(2)** | Supplier’s Representative | The Supplier’s representative is:Yet to be confirm. |
| **5.1 (6)****and 5.2.1****(1)** | Contact Person | The Contact Person appointed by the Purchaser is:**Mrs. Moirah Matou****Project Manager****Van-KIRAP Project,** **Project Management Unit,** **Vanuatu Meteorology and Geo-Hazard Department** **Ministry of Climate Change** **Port Vila.**Tel: **678 7389384**Fax: **N/A**Email: **mmatou@vanuatu.gov.vu** |
| **5.3.1 &****5.4.3 (1)** | Organization receiving the Goods | 1. **Tegua, Torres group, Torba Province**
2. **Talise, Maewo & Loltong, Pentecost, Penama Province**
3. **Lajmoli airport, Vunasbev, VARTC, Fanafo, Santo, Sanma Province**
4. **Lambubu, Brenwe, Malekula & Olal, Ambrym, Malampa Province**
5. **Rovoliu, Epi, Shefa Province**
6. **Dillons Bay, Ipota, Erromango & Green hill, Port Resolution, Tanna & Tangutu, Aniwa, Tafea Province**
7. **Vanuatu Meteorology and Geo-Hazards Department (VMGD)**
 |
| **5.3.6 (2)****& (3)** | Packing & Marking Requirements |  **Check lists must be included for every equipment/ materials within each package.** |
| **5.3.7 (1)** | Transportation mode, points of final delivery andIncoterms | The supplier is responsible for the supply and delivery of the equipment to Port Vila. |
| **5.3.7 (2)** | Insurance | **Responsibilities of the supplier** |
| **5.4.1 (2)** | Delivery of theEquipment, Shipping and other Documentation |  The supplier is responsible for the supply and delivery of the  equipment to Port Vila. |
| **5.4.2** | Related Services | **N/A** |
| **5.6.2 (1)** | Advance Payment | **Performance Security**  |
| **5.6.2 (2)** | Repayment of advance | **According to contract** |
| **5.6.3 (1)** | Payment Provisions | **Contract** |
| **5.6.5** | Taxes and Duties | **Vat and Duty Exemptions** |
| **5.7** | Performance Security | **10% Performance Security** |
| **5.8** | Liquidated Damages | **N/A** |
| **5.9 (3) &****(5)** | Warranty | **12 months** |

 **SECTION 7 FORMS**

Sample forms are attached for use as applicable:

FORM 1 TENDER SECURITY (BANK GUARANTEE)

FORM 2 PERFORMANCE SECURITY (BANK GUARANTEE) FORM 3 ADVANCE PAYMENT SECURITY (BANK GUARANTEE) FORM 4 MANUFACTURER’S AUTHORISATION

FORM 5 CONTRACT AGREEMENT FORM 6 ACCEPTANCE OF GOODS

**Form 1- Tender Security (Bank Guarantee)**

**[To be provided on headed notepaper of the bank issuing the guarantee]**

**To:**

**Beneficiary: [Enter beneficiary]**

**Date: [Enter date]**

**TENDER SECURITY No: [Enter Bank Guarantee Number]**

We have been informed that **[Enter name of the Tenderer]** ("the Tenderer") intends to submit to you its Tender ("the Tender") for the supply of **[Enter name of contract]** under RFT Goods No. **[enter Tender number]** (“the RFT”).

Furthermore, we understand that, according to your conditions, the Tender must be supported by a Tender Security.

At the request of the Tenderer, we **[Enter name of Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **[Insert name of currency and amount in figures and in words]1** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

1. Has withdrawn its Tender during the period of Tender validity as specified in the Tendering Document; or
2. Does not accept the correction of arithmetical errors as specified in Tendering Document; or
3. Having been notified of the acceptance of its Tender by the Purchaser during the period of Tender validity, (i) fails to furnish the performance security, in accordance with the Tendering Document or, (ii) fails or refuses to execute the Contract Agreement.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the Purchaser; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification that the Tenderer’s Tender has not been successful; or (ii) thirty days after the expiration of the Tenderer’s Tender.

Consequently, we must receive any demand for payment under this guarantee at our offices on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

**[Seal of Bank and Signature(s)]**

**Note –**

All text in [ ] is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

1 Insert the amount specified in the Tender Documentation and denominate it either in the currency(ies) of the Contract or or a freely convertible currency acceptable to the Beneficiary.

**Form 2 - Performance Security (Bank Guarantee)**

**[To be provided on headed notepaper of the bank issuing the guarantee]**

**To:**

**Beneficiary: [Enter beneficiary]**

**Date: [Enter date]**

**PERFORMANCE SECURITY No.: [Enter Guarantee Number]**

We have been informed that **[Enter name of the Supplier]** (“the Supplier”) was awarded a Contract for the Supply of **[Enter name of contract and brief description of Goods]** (“the Contract”), as a result of RFT Goods No. **[enter umber]**.

Furthermore, we understand that, according to the conditions of the Tender, a Performance Guarantee is required.

At the request of the Supplier, we **[Enter name of the Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **[Enter name of the currency and amount in figures] [Enter name of currency and amount in words]1** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than **[Enter date] 2** and any demand for payment under it must be received by us at this office on or before that date. We agree to a one- time extension of this guarantee for a period not to exceed **[enter number in words]** months, in response to your written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

**[Seal of Bank and Signature(s)]**

**Note**

All text in [ ] is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

**1** Insert the amount specified in the Tender Documentation and denominate it either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

**2** Insert the date thirty days after the expected completion date, including any warranty periods. The Beneficiary should note that in the event of an extension of the time for completion of the Contract, the Beneficiary will need to request an extension of this guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

**Form 3 - Advance Payment Security (Bank Guarantee)**

**[To be provided on headed notepaper of the bank issuing the guarantee]**

**To:**

**Beneficiary: [Enter beneficiary]**

**Date: [Enter date]**

**ADVANCE PAYMENT SECURITY No.: [Enter Guarantee Number]**

We have been informed that **[Enter name of the Supplier]** (“the Supplier”) has entered into Contract No **[Enter reference number of the Contract]** dated **[Enter date]** with you, for the supply of **[Enter name of contract and brief description of Supply]** (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum of **[enter name of currency and amount in figures in words]1** is to be made against an advance payment guarantee.

At the request of the Supplier, we **[Enter name of the Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **[Enter name of the currency and amount in figures and in words]1** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier in its account number **[enter Supplier’s account number]** at **[Enter name and address of the Bank]**.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Supplier as stated in copies of submitted invoices which shall be presented to us. This guarantee shall remain valid and in full effect from the date the advance payment is received by the Supplier in its bank account until **[Enter date]2**. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. We agree to a one-time extension of this guarantee for a period not to exceed **[six months / one year – delete as applicable]**, in response to the Beneficiary’s written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

**[Seal of Bank and Signature(s)]**

**Note –**

All text in [ ] is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

1. Insert an amount representing the amount of the advance payment, as stipulated in the Contract.
2. Insert the date stipulated in the Contract for completion of delivery and, if any, all associated services.

**Form 4 - Manufacturer’s Authorization**

**[The Tenderer shall require the Manufacturer or its Authorized Representative to fill in this Form in accordance with the instructions indicated. This letter of authorization will be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its Tender, if so indicated in the SCT.]**

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

Goods RFT No: **[Enter number of RFT]**

**To:**

WHEREAS

We **[Enter complete name of Manufacturer]**, who are official manufacturers of [**Enter type of goods manufactured]**, having factories at **[Enter full address of Manufacturer’s factories]**, do hereby authorize **[Enter complete name of Tenderer]** to submit a Tender the purpose of which is to provide the following Goods, manufactured by us **[Enter name and or brief description of the Goods]**, and to subsequently sign the Contract, if awarded to them.

We hereby extend our full guarantee and warranty in accordance with the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: **[Enter signature(s) of authorized representative(s) of the Manufacturer]**

Name: **[Enter complete name(s) of authorized representative(s) of the Manufacturer]**

Title: **[Enter title]**

Duly authorized to sign this Authorization on behalf of: **[enter complete name of Tenderer]**

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

|  |
| --- |
| **FORM 5 - Contract Agreement** |
| **Contract No:** |  |
| **Brief Description:** |  |

This Contract is made the day of **[Enter date]** by and between **[Enter name and address of Purchaser]** on the one part and **[Enter name and address of Supplier]** (the ‘Supplier’) on the other part;

Whereas the Purchaser has accepted the Tender of the Supplier **[Purchaser to enter reference number and date]** for the provision of Goods and related Services in the sum of:

**[Purchaser to enter currency and amount in words and figures]**

In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of Contract hereinafter referred to.

The documents constituting the Contract are as shown below in order of precedence and shall be deemed to form and be read as part of this Agreement.

* 1. This Contract Agreement
	2. Special Conditions of Contract
	3. General Conditions of Contract
	4. Technical Specifications
	5. The Supplier’s Tender and original Price Schedules
	6. **[PURCHASER to add here any other document(s), or to adjust order of precedence of contractual documents as needed]**

In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services in conformity in all respects with the provisions of the Contract.

The Purchaser hereby agrees to pay the Supplier in consideration of the successful delivery of the Goods and Services 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 of the aforesaid, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of Vanuatu.

|  |  |
| --- | --- |
| **For the Purchaser** | **For the Supplier** |
| **Signature:** |  | **Signature:** |  |
| **Date:** |  | **Date:** |  |



**RFQ Goods Number: [Purchaser to enter]**

|  |
| --- |
| **FORM 6 - Goods Delivery and Acceptance Note** |
| **Contract No.** |  | **Description** |  |
| **Date of Contract** |  | **Delivery Date** |  | **Date of Goods Receipt** |  |
| **Purchaser:** | **Supplier:** | **Delivery Address/es:** |
| **Project Code:** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No.** | **Goods Description** | **Unit** | **Quantity Ordered** | **Quantity Received** | **Discrepancies** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Goods Received** | **Installation and commissioning (if applicable)** |
| I/We confirm having received in good condition the Goods listed above in the quantities stated in the ‘Qty Received’ column. Any discrepancies between quantities ordered and those delivered or between the specifications of the Goods ordered and also the Goods delivered are recorded in the “Discrepancies” column. Any further shortages that could not reasonably be noticed at the time of delivery and receipt willbe notified in writing within 48 hours after the delivery. | I/We confirm that installation and commissioning has been satisfactorily completed for the Goods listed above in the quantities stated in the ‘Qty Received’ column. Any discrepancies or shortages are recorded in the “Discrepancies” column. Any further shortages that could not reasonably be noticed at the time of installation and/or commissioning will be notified in writing within 48 hours after the installation and/or commissioning. |
| **Name:** |  | **Name:** |  |
| **Organization:** |  | **Organization:** |  |
| **Designation:** |  | **Designation:** |  |
| **Signature:** |  | **Signature:** |  |
| **Stamp:** |  | **Stamp:** |  |
| **Date:** |  | **Date:** |  |