



REQUEST FOR TENDER (RFT)

GOODS

RFT GOODS NUMBER:	DoE G1901
DESCRIPTION:	Supply, Delivery, Installation and Commissioning of Solar Photovoltaic (PV) Micro-Grid for Wintua & Lorlow Communities, South West Bay, Malekula
PURCHASER:	Department of Energy Ministry of Climate Change & Adaptation Government of Vanuatu
TENDER SUBMISSION ADDRESS:	Locked Tender Box Central Tenders Board Office Ministry of Finance & Economic Management Top Floor S.I.P Building (Formerly Melitco Building) Rue Pasteur Port Vila
SUBMISSION DATE & TIME:	Monday 05 th August 2019 @ 11.00AM
OPENING DATE & TIME:	Tuesday 06 th August 2019 @ 2.00PM



LETTER OF INVITATION

To: Eligible Suppliers	RFT Goods No.	DoE G1901
	Date Issued	20 th July 2019
	Validity of Tender	120 Days
	Delivery Location/s	DAP Incoterms Wintua & Lorlow Communities, South West Bay, Malekula
	Works to be completed	6 months after contract signing
Submission Date and Time (VANUATU Local Time)		05 th August 2019, 11:00AM
Goods Required		
<p style="text-align: center;">✚ Supply, Delivery, Installation and Commissioning of Solar Photovoltaic (PV) Micro-Grid for Wintua & Lorlow Communities, South West Bay, Malekula (Refer Section 3 - Technical Specifications/BoQ)</p>		
PURCHASER Project Code	NAMA 18B263	

You are invited to submit a Tender in response to this Request for Tender (RFT). The Goods are being procured by the **Department of Energy (DoE), Ministry of Climate Change & Adaptation, Government of Vanuatu** (the "Purchaser"). The completed Tender must be signed by your authorised representative and must be valid for a minimum period as indicated above from the Submission Date of the RFT.

This Tender is open to all firms who wish to respond to the RFT. Tenderers may associate with each other either under a consortium, joint venture, or association relationship, or under a sub-contractual agreement to complement their respective areas of supply or to enhance their capacity to supply the Goods and any related Services.

This Invitation to Tender comprise of:

- Section 1 General Conditions of Tendering
- Section 2 Special Conditions of Tendering
- Section 3 Technical Specifications
- Section 4 Tender Response Schedules
- Section 5 General Conditions of Contract
- Section 6 Special Contracts of Contract
- Section 7 Forms



**SECTION 1
GENERAL CONDITIONS OF TENDERING (GCT)**

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- 1.1.8. 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.
- 1.1.9. 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.
- 1.1.10. An authorised representative of the Tenderer shall sign where so indicated in the **TRS** the original Tender. The authorisation 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 authorised to sign and to legally bind the Tenderer.

1.2. VALIDITY OF TENDER

- 1.2.1 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.

1.3. ELIGIBILITY OF THE TENDERER, EQUIPMENT AND SERVICES

- 1.3.1. 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.
- 1.3.2. 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.
- 1.3.3. 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.
- 1.3.4. 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



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

- (e) 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
- (f) Any other criteria specified the **SCT**.

1.4.3. The Purchaser shall disqualify a Tenderer:

- (a) If it finds that the information submitted in a Tender concerning its qualifications is false, misleading, inaccurate or materially incomplete, or
- (b) 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**).

1.5. CORRUPT OR FRAUDULENT PRACTICES

1.5.1. The Purchaser requires that Tenderers observe the highest standard of ethics during the procurement proceedings and the execution of contracts.

1.5.2. 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.

1.5.3. 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.

1.6. PRE-TENDER MEETING, CLARIFICATIONS AND ADDENDA

1.6.1. If any Pre-Tender/Site Meeting is to be held, the time, date and location will be stated in the **SCT**.

1.6.2. 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.

1.6.3. 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.



1.11.3. 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.

1.11.4. 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.

1.11.5. 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.

1.11.6. The Tender Security may be forfeited if:

(a) 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

(b) 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.

1.12. TENDER SUBMISSION AND OPENING

1.12.1. 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**.

1.12.2. 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 authorisation issued by a legal representative of the Tenderer (refer to Clause 1.1.10).

1.12.3. 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.

1.12.4. 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.



(c) 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:

- (a) Affects in any substantial way the scope, quality, or technical specifications of the Goods specified in the **RFT**;
- (b) Limits in any substantial way the Purchaser's rights or the Tenderer's obligations under the Contract;
- (c) 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.

1.13.7. Financial Evaluation

(1) Only those Tenders that are considered substantially responsive will be considered for the financial evaluation.

(2) In the event of arithmetic errors this will be corrected as follows:

- i. Where there is a discrepancy between the amounts in figures and in words the amount in words will govern;
- ii. 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

(3) 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.

(4) For evaluation and comparison purposes only, and if multiple currencies were 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.

1.14. ACCEPTANCE OR REJECTION OF ANY OR ALL TENDERS

1.14.1 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).

1.15. APPROVAL AND NOTIFICATION OF CONTRACT AWARD

1.15.1. The Contract will be awarded to the Tenderer whose Tender is substantially responsive and offers the lowest price.



**SECTION 2
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 of works	Works to be completed by 6 months after contract signing
1.1.3 1.13.6	Tender Response Schedules (TRS)	TRS 1,2,3,4,5,6,7,8,9
1.1.3	Samples Required for Assessment	Not Applicable
1.2	Validity of Tender	120 Days from closing date
1.3.4	Prohibited countries	The goods must not be derived or generated from any dealings with a terrorist organisation 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 30,000,000. 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 Vatu.
1.4.2(c)	Qualification criteria	The minimum amount of liquid asset or working capital or credit facility is VUV 50,000,000. 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 for conversion purposes shall be Vatu.
1.4.2(e)	Qualification criteria	Must be able to provide the goods & services as per the technical specifications. Please refer to Section 3: Technical Specifications
1.4.2(f)	Other Qualification criteria	Tenderers must verify that they are complying with Vanuatu Tax laws relating to VAT by submitting a letter from the VAT office, DCIR to verify that they are up to date with their VAT payments and do not owe the Government any outstanding or arrears.
1.6.1	Pre-Tender Meeting	To be confirmed between interested bidders and the purchaser.

1.6.2	Clarifications	For clarifications of the content of the RFT, and any
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SECTION 3 TECHNICAL SPECIFICATIONS

Important Note:

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.

The following sections provides an overview including technical specifications of the solar PV micro-grid to be installed at Wintua and Lorlow village communities located in South West Bay on Malekula island. There are 2 options proposed for the installation of solar PV micro-grid as below:

Option 1	Wintua public/commercial buildings + Wintua households + Lorlow public/commercial buildings	51kWp	54,755 kWh/year (estimated demand)
Option 2	Wintua public/commercial buildings + Wintua households + Lorlow public/commercial buildings + Lorlow households	73kWp	69,564 kWh/year (estimated demand)

The bidders are invited to provide separate quotations for Option1 and Option 2 in the same bid.

In principal the system has been designed during the feasibility study as a stand-alone 230/400 VAC 50 Hz solar micro grid combined with 48 V batteries operating in a 24/7 mode. The month with the lowest yield and 2 days of autonomy has been used as core assumptions to determine the plant capacity. A back-up biofuel/diesel generator (to be included in the bid cost) , as part of the system, will guarantee a reliable energy supply generation balance in case that the 2 days of autonomy will be exceeded.

The design must allow an expansion of the PV modules, inverters and batteries in the future. Hence a modular approach is recommended for the system.

Installation must follow the Australia and New Zealand main standards¹:

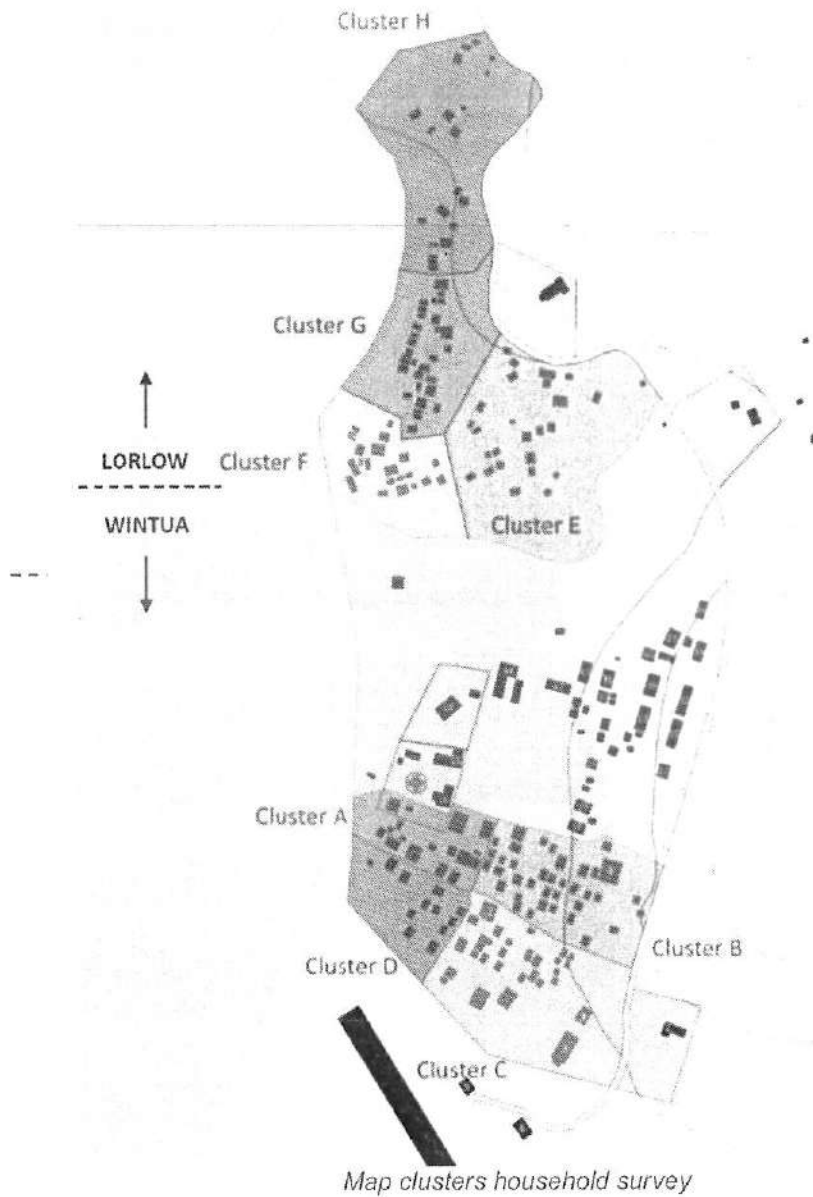
- AS/NZS 3000 Wiring Rules
- AS/NZS 4509 Stand-alone power systems
- AS/NZS 5033 PV array
- AS 3010.1 Electrical installations, supply generating set

Project Background

Under the UNDP Nationally Determined Contribution (NDC) Support/ Low Emissions Capacity Building (LECB) Phase II initiative, the Department of Energy (DoE), Government of Vanuatu has carried-out a detailed techno-economic feasibility study for a solar photovoltaic (PV) micro-grid for Wintua and Lorlow village communities located in South West Bay on Malekula island.

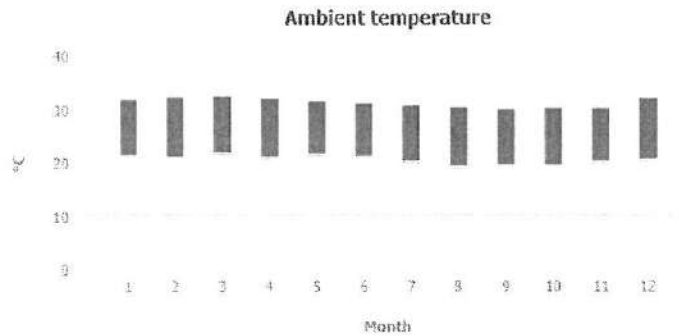
The Ministry of Climate Change (MoCC) has now secured funding from Government of Austria for implementation of a solar micro-grid for Wintua and Lorlow village communities.. The MoCC is seeking the services to supply, deliver and install the solar PV micro-grid for Wintua and Lorlow village communities.

¹ SEI/API/PAP, Off Grid PV Power systems, system install guidelines for the pacific islands, 2012



Cluster description household survey

Cluster	Community	Number of household	Number of inhabitants
Cluster A	Wintua	9	48
Cluster B	Wintua	25	134
Cluster C	Wintua	18	64
Cluster D	Wintua	8	36
Cluster E	Lorlow	14	47
Cluster F	Lorlow	7	25
Cluster G	Lorlow	12	44
Cluster H	Lorlow	9	27
	Total	102	425

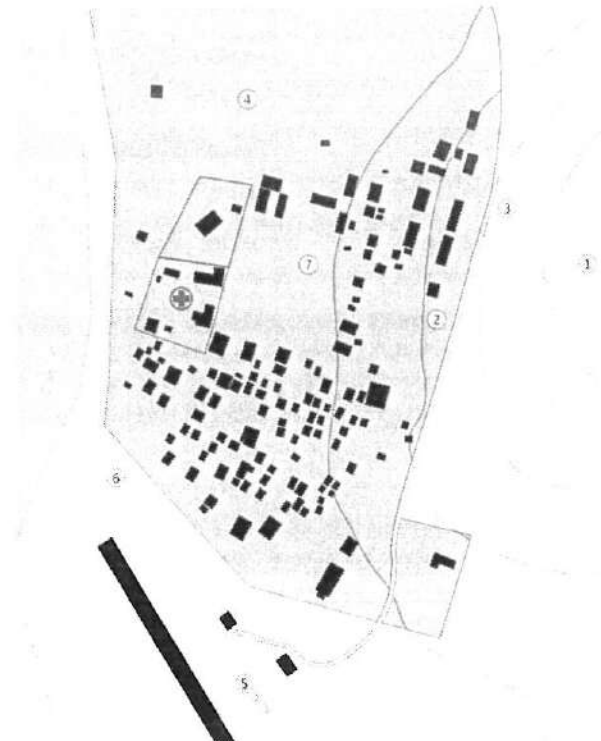


Ambient temperature [°C], Vanuatu (Source: SMA Sunny Design Luganville)

The average ambient temperature is 29°C during the year with an annual extreme low temperature of 19°C and an annual extreme high temperature of 33 °C.

Site for Installation

Different potential sites for the power generation were evaluated during the feasibility study. The following options were identified by the field team or suggested by the community leaders:



The community has agreed for the potential site for the solar panels and power house to be the soccer field in the school area in Wintua (Option 7 in the figure). It is recommended the bidders propose or confirm the identified installation site based on their understanding of the local context.



DC connection to Powerhouse

Heavy-duty copper wiring should be used for all DC wiring with all connections in weather proof junction boxes. The relative power loss should be less than 1 %. Adequate earthing against lightning or electrical shock has to be provided for the solar arrays as well as for the DC and AC sides of the facility. Installation according to local standard or AS/NZS 4509 Stand-alone power systems; AS 3010.1 Electrical Installations Supply Generating set, AS 1768 Lightning Protection; AS/NZS 3000 Wiring Rules.

DATA Logger, Remote monitoring

The micro-grid has to be equipped with a data logger and remote reading unit. Data-logging of different parameters like solar irradiation, array current, battery voltage, kWh supplied etc. is necessary to fine-tune the system and to identify technical problems.

Fencing

The PV module area including power house needs to be surrounded by a fence of required height and a gate with lock & key to prevent unauthorized entry.

Powerhouse

The power house has to remain below 35°C continuously, especially for the battery room. A self-sufficient ventilation system in combination with a separate PV-panel on top of the roof should prevent from high temperatures.

The power house should be separated in three rooms: one for the batteries, one for the electronic components and a storage room for maintenance tools and spare parts. Except the storage rooms, all other rooms should be south oriented, i.e. sun irradiation opposite side, to minimize natural overheating.

The power house shall be made out of cement brick/similar material walls and floors and designed to support more than 2 tons/m² grounded.⁴ A double roof is to be used with a well-ventilated, very open space between the exterior roof and a second roof that is directly over the equipment rooms.⁵

The power house has to comply with local standards or AS 4055-2006.

Batteries and Inverter, other technical components

Batteries

Appropriate battery bank including required electronics should be installed to cater to the design requirement. The batteries must be of deep cycle and robust design with expected lifetime of minimum 10 years.

The batteries have to operate in a tropical environment subject to intermittent indirect salt spray, continuous exposure to high ambient temperature. The system design provides for a 50% depth of Discharge (DOD) per daily cycle under average solar and load conditions. A maximum DOD of 80% may occur.

REMOTE MONITORING

The remote monitoring system with data logger allows the recall of all relevant data and inverter parameters and can be modified from anywhere in the world. Detected operational faults are submitted at an early stage to end-devices such as mobile phones or computers. The remote monitoring system works via GSM modem, which enables a data transfer from remote locations, without telephone or DSL connection.

⁴ http://urwegobank.com/assets/endev-promotion-of-village-grids---solar---quality---safety-guidelines_eng.pdf

⁵ Preliminary Technical Design of Potential Renewable Energy Projects for the Selected islands, 2016



Connection Wintua – Lorlow

For the connection between Wintua-Lorlow, the river crossing should be constructed as overhead line due to the unknown river (floods, erosion) and soil conditions. The overhead line structure has to comply with wind loading criteria according to the local standards or AS/NZS 7000 Overhead Line Standard able to survive a pacific cyclone (up to 200 km/hour). Aerial bundle conductors are preferred.

CONNECTION LORLOW

The last houses of Lorlow are separated by a river from the rest of the village. The river crossing should be constructed as overhead line structure in the same manner as the connection between Wintua and Lorlow.

The distribution grid of Lorlow and Wintua with classification into defined clusters from the household survey with expected peak loads [kW] is available upon request.

Building wiring

The building wiring has to be in accordance with the Australian and New Zealand standard (AS/NZS 3000) or French Standard (NF C 15-100). Moreover, lessons learned from the Vanuatu GPOBA⁶ project should be taken into account.

Circuit breakers

To control the load requirement of each household appropriate circuit breakers should be installed at relevant points along the distribution grid.

CERTIFICATION REQUIREMENTS

All products must have a specification sheet, type-test certificate from an accredited testing and certifying organisation(s).

For local products, a certification from the Supplier and Department of Energy, Ministry of Climate Change, will suffice.

Capacity building and Training

On site operation and maintenance

The contractor as part of the bid should provide at least one-year on-site operation, maintenance and troubleshooting support to the local community. Appropriate hands-on training and capacity building support should be provided to the identified local resource personnel (from the community) for on-going operation and maintenance.

The following contents should be part of a capacity building programme and work instruction for the local resource personnel:

- Regular maintenance, inspection and operation tasks for batteries, inverters, panels, wiring and the whole facility
- Repair and replacement of faulty equipment
- Control of safety requirements
- Dealing with pending payment and cut offs

⁶ Grid-Based Electricity Access Project (<http://nab.vu/projects/gpoba-grid-based-electricity-access-project>)



**SECTION 4
TENDER RESPONSE SCHEDULES**

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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)



**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:

Option 1	Wintua public/commercial buildings + Wintua households + Lorlow public/commercial buildings	51kWp	54,755 kWh/year (estimated demand)
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	CURRENCY & AMOUNT	
[Total Tender Price in words]		[Tender price in figures]

- This amount is
- Exclusive of VAT and duties
 - Inclusive of VAT and duties

Option 2	Wintua public/commercial buildings + Wintua households + Lorlow public/commercial buildings + Lorlow households	73kWp	69,564 kWh/year (estimated demand)
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	CURRENCY & AMOUNT	
[Total Tender Price in words]		[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



We further warrant that:

- (i) We are free from insolvency, bankruptcy or similar status;
- (ii) We have the legal capacity to enter into contract;
- (iii) We are current with payment of taxes;
- (iv) 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;
- (v) 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:

Authorised for and on behalf of:

Supplier:

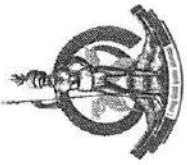
Address:



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 Number E-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 Number E-mail address		

1.4 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]		



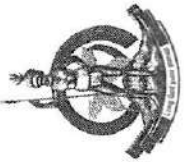
**TENDER RESPONSE SCHEDULE 3
PRICE SCHEDULE FOR GOODS TO BE SUPPLIED**

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 2019 [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:
 Authorised for and on behalf of:
 Supplier:
 Address:



**TENDER RESPONSE SCHEDULE 5
PRICE SCHEDULE FOR SPARE PARTS**

1 Line Item No°	2 Description of Spare Parts and Maintenance	3 Country of Origin	4 Quantity	5 Physical Unit (e.g. Piece, box etc.)	6 Unit Cost Delivered to Final Destination (Supplier to enter Currency of tender)	8 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:

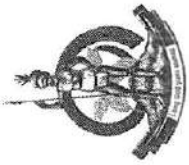
Name:

Title/Position:

Authorised for and on behalf of:

Supplier:

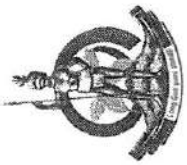
Address:



**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	Compliant (Yes/No)	Remarks (concerning variance with Purchaser's Technical Specification)
[PURCHASER to enter item No]	[PURCHASER to enter description of Goods]	[Tenderer to enter specification offered]	[Tenderer to enter Yes or No ONLY]	[Tenderer to enter, if applicable]

Signed:
 Name:
 Title/Position:
 Authorised for and on behalf of:
 Supplier:
 Address:



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

Description of Installation	Place where Services shall be performed [Insert name of the Place]	Date of Final Completion of Services [Insert Date]
[Insert description of Installation]		

Signed:
Name:
Title/Position:
Authorised for and on behalf of:
Supplier:
Address:



SECTION 5 GENERAL CONDITIONS OF CONTRACT

5.1. 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 organisation that supplies goods, materials or services to the Supplier;



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 licence to use the IP to give effect to the provisions of this agreement.

5.3.5. 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.

5.3.6. 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**.

5.3.7. 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,



5.6. TERMS OF PAYMENT

5.6.1. 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.

5.6.2. 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**.

5.6.3. 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.

5.6.4. 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.

5.6.5. Taxes and Duties

- 1) Refer to SCC.

5.7. PERFORMANCE SECURITY

- 1) 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.
- 2) 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



5.10.2. 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.

5.10.3. 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.

5.10.4. Termination by the Supplier

- 1) In the event that:
 - a) 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.
 - b) 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.
 - c) The Purchaser fails to comply with any Arbitral Award published as a result of arbitration pursuant to Clause 5.11.1 hereof. OR
- 2) 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.

5.10.5. 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.

5.10.6. 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.



**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: Mr Antony Garae Director Department of Energy, PMB 9067, Port Vila, Vanuatu Tel: +678 25201 Email: gantony@vanuatu.gov.vu
5.1(2)	Supplier's Representative	The Supplier's representative is:
5.1 (6) and 5.2.1 (1)	Contact Person	The Contact Person appointed by the Purchaser is: Ian Iercet Project Manager Ministry of Climate Change Tel: +678 22068 Email: iiercet@vanuatu.gov.vu
5.3.1 & 5.4.3 (1)	Organisation receiving the Goods	Department of Energy, Ministry of Climate Change
5.3.5 (6)	Additional Tests	Please refer to the Section 3: Technical Specifications
5.3.6 (2) & (3)	Packing & Marking Requirements	Please refer to the Section 3: Technical Specifications
5.3.7 (1)	Transportation mode, points of final delivery and Incoterms	Please refer to the Section 3: Technical Specifications
5.3.7 (2)	Insurance	Professional Indemnity Insurance: From the commencement date of this contract, the Contractor shall have appropriate insurance as deemed necessary until completion of the services. Public Liability Insurance: The Contractor shall maintain public liability insurance covering the Contractor, his employees, agents and sub-Contractors from the effective date of this Agreement until the completion of the Services.



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 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 4 - Manufacturer's Authorisation

[The Tenderer shall require the Manufacturer or its Authorised Representative to fill in this Form in accordance with the instructions indicated. This letter of authorisation 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 authorise [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.

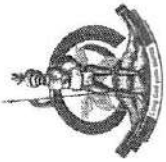
Signed: [Enter signature(s) of authorised representative(s) of the Manufacturer]

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

Title: [Enter title]

Duly authorised to sign this Authorisation on behalf of: [enter complete name of Tenderer]

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



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:	
Project Code:		Delivery Address/es:	

Item No.	Goods Description	Unit	Quantity Ordered	Quantity Received	Discrepancies

Goods Received
 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 will be notified in writing within 48 hours after the delivery.

Installation and commissioning (if applicable)
 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: