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RFP 003/20 - Supply of Desktops and Wi-Fi Access Point and Supply and Installation/Commission of UPS System

AUGUST 11, 2020

1.0 Scope

1.1 The Document invites offers for supply of desktops and Wi-Fi Access Point; and supply/commission of 10KVA UPS system.

1.2 Desktops must be supplied with inbuilt Wi-Fi cards.

2.0 TECHNICAL SPECIFICATIONS

2.1 Desktops

Processor: Intel Core i5-8100 Processor, 8th Generation

Operating System: Windows 10 Pro 64 bit

Storage Type: SSD (Solid State Drive)

Storage: 1TB internal storage drive

Memory: 16 GB DDR4

Ports and Connectors: 4 x USB3.0, 1 x LAN, VGA, Optical Mouse & Keyboard

Network Connections: 802.11ac 3.47 GHz Wi-Fi adapter, Gigabit Ethernet LAN & Bluetooth 5.0

Display/Monitor: Color LED Monitor, 19-inch LCD monitor with Port & VGA Connections.

Warranty: 3-year

2.2 Wi-Fi Access Point

Chassis Dimensions: 33 cm

Supported Standards: 802.11 a/b/g/n/ac

Total Number of Radios: 4 total: 3 - 5GHz , 1 - 2.4GHz / 5GHz software programmable

Radio Type: Cambium 4x4 11ac 3.47Gbps

MIMO Technology: MU-MIMO: 16 streams

Channel Bonding: up to 160MHz

Maximum Wi-Fi Bandwidth: 13.88Gbps

Wi-Fi Threat Sensor: Yes

Antennas: 16 RP-SMA female Connectors

Maximum Associated Devices: 300

Maximum SSIDs: 16

Maximum VLANs: 64

Wired Uplinks - support four modes

802.3ad (Aggregate traffic), broadcast, link-backup (failover), load balance: 1 - 2.5 GbE, 1 - GbE

Maximum Power Consumption: 46W

Weight: 2.5 kg

Warranty: 3 years

2.3 10000VA UPS

The offer must be inclusive of supply and installation/commission of UPS.

Operational

Rating	10000 VA
Input connection	Hardwired
Output connection	Hardwired
Nominal input	240 VAC, 50 Hz single phase;
Input power factor	0.8
Input current distortion	5% THD
Nominal output voltage	240 VAC, 50 Hz single phase
Output voltage	±2% static; ±5% dynamic at 100% load change, <1 ms response time
Regulation	
Overload capacity	150% for 5 sec / 125% for 1 min (online), 100% for 5 msec (bypass)
Run Time	15 minutes
Efficiency	92% with nominal linear load; 91% with nominal computer load. User interface
LCD-display	Std. Graphical LDC with blue back light; English language support.
LED	4 LED
Standard Communication Ports	1 x RS232 for local support, 2 x X-slot (empty); 1 x relay contacts, 1 x emergency power off input

Environmental

Operating Temperature	0°C to +40 °C; Batteries max. +25 °C.
Storage Temp	-15°C to +40°C
Altitude	< 1000 M

Certifications

Quality	ISO 9001:2000, ISO14001 ;
Markings	CE-marking Safety IEC 62040-1-1, IEC 60950

Warranty:	3 years
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PART B – COMMERCIAL TERMS and CONDITIONS

1.0 Introduction

- 1.1 The Solomon Islands National University (SINU), hereby called the University Requests for Tender to supply of desktops and Wi-Fi AP; and supply and installation/commission of UPS system as per **Schedule A – Equipment Schedule**.

2.0 Eligibility of Bidders

- 2.1 This bidding is opened to all eligible companies as defined in **Article 2**.
- 2.2 The Solomon Islands National University (SINU) may, in its sole unfettered discretion, disqualify or otherwise determine ineligible any potential Bidder that the SINU believes is, has been or will be, whether directly or indirectly, engaged in criminal or any other unethical behaviour, financially unsound, or otherwise unfit in the SINU's opinion to participate in the bidding exercise. This provision shall also be a condition precedent to, and continuing condition of, any Contract between the SINU and a successful Bidder.
- 2.3 A Bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder, or any employee, executive, manager or director thereof:
- i. Participated in the preparation of the concerned procurement notice or Bidding Documents, or any part thereof, being subsequently used by SINU; or
 - ii. Received assistance in the preparation of its Bid or request to participate from a person or company who or that participated in the preparation of the concerned procurement notice or Bidding Documents, or any part thereof.
- 2.4 In its Bid, the Bidder shall indicate the origin of the Goods proposed.
- 2.5 Unless otherwise specified, the Bidder must present certificates of origin for all Goods required for the provisional acceptance or upon presentation of the invoice. The option chosen shall be specified in the Contract / Purchase Order.
- 2.6 A Bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder:
- i. is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - ii. has been convicted of an offense concerning its professional conduct by a judgement;
 - iii. has been subject of a judgement for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of the University;
 - iv. is guilty of misrepresentation in supplying the information required as a condition of participation in this bidding exercise or fail to supply this information;

- v. Is subject to a conflict of interest.

3.0 Ethics

- 3.1 In accordance with general University procurement principles, it is a requirement of the University that Bidders, or any SINU executive, manager or director or staff thereof, observe the highest standards of ethics during each phase of any procurement and execution of contracts. The University defines for this purpose:
- i. **Coercive practice** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement or affect the execution of a contract;
 - ii. **Collusive practice** means a scheme or arrangement between two or more Bidders, designed to establish bid prices or other terms at artificial, non-competitive levels;
 - iii. **Corrupt practice** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything, of value to influence the action of any SINU official or any other person(s) involved in any procurement or in contract execution;
 - iv. **Fraudulent practice** means a misrepresentation or omission of facts in order to influence a procurement or the execution of a contract.

3.2 In pursuance of this requirement, the University will:

- i. Reject a Bid if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract;
- ii. Terminate a contract if it determines that the contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, and in executing, the contract;
- iii. Declare the Bidder ineligible, either indefinitely or for a stated period of time, from being awarded any contract by the University if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the contract.

4.0 Bidder's Responsibilities

- 4.1 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a Bid substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 4.2 The Bidder shall bear all costs associated with the preparation and submission of its Bid, including costs relating to contract award, and the University will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 4.3 Bidders must familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain information on the assignment, technical requirements, and on the local conditions, Bidders are encouraged to attend, at their own cost and risk, a pre-bid meeting/onsite visit, if one is specified. Attending a pre-bid meeting/onsite visit is optional.

- 4.4 Prospective Bidders are encouraged to make a site visit at their own cost to determine nature of work and quantity required before quote. Such visits, if required, can be mutually arranged 08.00 am – 4.30 pm on Monday – Friday, inclusive but excluding public holidays and weekends.

5.0 One Bid Per Bidder

- 5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in case of alternative bids that have been permitted or requested pursuant to **Article 11** shall cause all Bids with the Bidder's participation to be disqualified.

6.0 Third Party Contract Assignment

- 6.1 The Vendor shall not subcontract any of its obligations under the Contract without the express written consent of the Solomon Islands National University.
- 6.2 The Vendor shall furnish particulars of the proposed subcontract as the University deems necessary.
- 6.3 The Solomon Islands National University's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract.
- 6.4 The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the supply Contract except with the express written consent of the Solomon Islands National University.
- 6.5 The Solomon Islands National University's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract.
- 6.6 Contractor shall not assign, in whole or part of its obligations to a third party to perform under the Contract.
- 6.7 Any assignment made without prior written consent from the University such consent shall be null and void and has no effect.

7.0 Language of Bid

- 7.1 Unless another governing language is specified, the governing language in respect to the Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the University shall be English. Supporting documents and printed literature furnished by the Bidder may be in another language

provided they are accompanied by an accurate translation in the governing language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

8.0 Clarification of Bidding Documents

- 8.1 Any prospective Bidder requesting any clarification on any contents in the Bidding Documents may notify the contact person of the University stated in **Article 19.1(d)** in writing.
- 8.2 The University will issue a clarification note in respect to any, in the opinion of the University, reasonable request for clarification on the contents in the Bidding Documents, which it receives no later than seven (7) calendar days prior to the deadline for the receipt of Bids.

9.0 Amendments to Bidding Documents

- 9.1 At any time prior to the deadline for the receipt of Bids, SINU may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment which will be published under the relevant procurement notice on SINU's web-site, <http://www.sinu.edu.sb>
- 9.2 All prospective Bidders are advised to regularly visit the SINU web-site to view any amendments made to the Bidding Documents.
- 9.2 SINU will assume neither responsibility nor liability for the Bidder's non-familiarity with any amendment issued pursuant to any provision herein.
- 9.3 A bidder may contact Tender contact person, **Article 19.1(d)** who can provide further clarification/details on the tender.
- 9.4 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, SINU may extend the deadline for the receipt of Bids. It is Bidder's responsibility to check for such information on the university website regularly.

10.0 Documents Comprising the Bid

- 10.1 A Bid prepared by the Bidder shall comprise of terms in technical specifications, Commercial Terms and Conditions and Price Bid Form, duly completed and signed by the Bidder and any other documents and/or information specified in the Bidding documents.

11.0 Alternative Bids

- 11.1 Unless otherwise specified, alternative Bids shall not be considered by the University, unless:
 - i. Alternative equipment offered is manufactured by a third party, where there is a formal agreement between the third party and the Bidder.

- ii. A certified copy of third party agreement must be submitted to the University for record.
- iii. Such agreement shall ensure the third party's cooperation and support of the contract.

12.0 Bid Prices

- 12.1 The Bidder shall indicate Bid prices on the appropriate **Scheduled B - Price Schedule**, the unit prices (where applicable) and total Bid Price of the offered goods.
- 12.2 The Bidder's separation of price components will be solely for the purpose of facilitating the comparison of Bids by SINU and will not in any way limit SINU's right to contract on any of the terms offered.
- 12.3 All non-exempt duties, taxes, and other levies payable by the Contractor under the Contract / Purchase Order, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 12.4 The price of the Goods/ Services shall be as stated in the Purchase Order; and may not be increased unilaterally.

13.0 Bid Currency

- 13.1 Unless otherwise specified, the unit rates and prices shall be quoted by the Bidder entirely in Solomon Islands Dollar or its equivalent.

14.0 Payment Schedule

- 14.1 Payments shall be made in three phases:

Phase 1 – Fifteen percent (15%) 30 days after signing of Contract on certified invoice.

Phase 2 – Seventy five percent (75%) 30 days after Provisional Certificate on certified invoice

Phase 3 – ten percent (10%) 30 days after Final Certificate on certified invoice

- 14.2 Payment shall only be made to local supplier by a "not negotiable cheque".
- 14.3 University may consider Cash cheques or cash payments for overseas suppliers.

15.0 Bidder's Qualification

- 15.1 The Bidder shall furnish, as part of its Bid, **Section 1B - Qualification Information Form** and other relevant documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its Bid is accepted.
- 15.2 The Bidder shall furnish as part of its Bid the documentary evidence establishing to SINU's satisfaction the Bidder's conformity with qualifications and eligibility requirements specified in the Bidding Documents – **Section 1B – Qualification Information Form**. Such documentary evidence shall establish that:

- (a) In the case of a Bidder offering to supply the Goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Goods' Manufacturer or producer to supply such goods;
- (b) The Bidder has the financial, technical, and production capability necessary to perform the Contract;
- (c) In the case of a Bidder not doing business in Solomon Islands, where the Goods will be delivered, the Bidder is or will be (if awarded the Contract) represented by a local agent equipped and able to carry out the Contractor's maintenance, repair, and spare parts-stocking obligations.

16.0 Conformity of Goods

- 16.1 The Bidder shall furnish, as part of its Bid, the Bid Forms and other relevant documents establishing that its offered goods and associated services conform to the Bidding Documents.
- 16.2 The documentary evidence of conformity of the offered goods and associated services to the Bidding Documents may be in the form of literature, drawings, printed materials, and data, and may include but not be limited to:
 - (a) an item-by-item commentary establishing that the goods and services offered by the Bidder conform with the prescribed **Part A - Technical Specifications and Schedule A – Equipment Schedule** demonstrating their substantial responsiveness, or a statement of deviations and exceptions to the provisions of the Technical Specifications and Equipment Schedule;
 - (b) as necessary, a detailed description of the essential technical and performance characteristics of the offered goods and associated services, including but not limited to information on available sources special tools, after-sales services etc. as may be specified in Technical Specifications and Equipment Schedule.
- 16.3 Technical Specifications and Equipment Schedule contain the minimum technical specifications and requirements prescribed by SINU. For the purpose of the commentary and description, the Bidder shall confirm that the technical specifications and standards of its offered goods and associated services, as a minimum, comply with the requirements of the Bidding Documents. The Bidder may offer goods and associated services with other standards, brand names, catalogue/product numbers, provided that it demonstrates, to the University's satisfaction, that such offered goods and associated services ensure substantial responsiveness to the requirements specified in the Bidding Documents.

17.0 Period of Validity of Bids

- 17.1 Unless otherwise specified, bids shall remain valid for a period of 30 days after the deadline for the receipt of Bids. A Bid valid for a shorter period shall be rejected by SINU as non-responsive.
- 17.2 In exceptional circumstances, SINU may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The **Bid Performance Guarantee** provided under **Article 45** shall also be suitably extended. A

Bidder may refuse the request without forfeiting its Bid Performance Guarantee. A Bidder granting the request will not be required nor permitted to modify its Bid.

18.0 Format and Signing of Bids

- 18.1 The Bidder shall prepare an original, clearly marking each “**ORIGINAL**”.
- 18.2 The original shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- 18.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

19.0 Submission, Sealing and Marking of Bids

- 19.1 Bidders may submit their Bids by email, by post or by hand as specified. Bids must be properly secured and sealed. The bidder shall also sign and stamp the offer, as confirmation of their acceptance to the terms and conditions contained therein before submitting their bids.

- (a) The **Schedule B - Price Schedule** shall contain the pricing terms corresponding to the Bid and shall be submitted in a separate sealed envelope clearly marked “**Price Bid**”.
- (b) Bidders may deposit their Bids (both Technical Bid and Price Bid, in two separate sealed envelopes, marking envelope as Technical Bid and Price Bid respectively and then put these two envelopes in one big envelope marked “**RFP 003/20 – Desktops, Wi-Fi AP and 10KVA UPS System**” and “**closing date**”) in the tender box in the Vice Chancellor’s office, Kukum Campus, Honiara.

The bid offer must be addressed to:

The Chairman,
Tender Board Committee,
Solomon Islands National University,
Kukum Campus,
P O Box R113,
Honiara, Solomon Islands

- (C) A softcopy of the bid can be emailed to: rfp 003-20@sinu.edu.sb
- (d) Contact Wesley Taloga, email: wesley.taloga@sinu.edu.sb, phone 42641 or Kevin Maitava, Email: manager.ict@sinu.edu.sb; phone 42602 for further clarification/details.

20.0 Closing Date

Both hard and/or soft copies of the bid must be received by the Chairman, Tender Board by no later than **4.30 pm Friday 16th Oct. 2020** (Solomon Islands Time).

21.0 Late Bids

21.1 Bids received after the closing date will **NOT** be considered; and will be returned to the Bidder unopened.

22.0 Delivery Time Schedule and Penalty

22.1 All Goods specified must be delivered to Solomon Islands National University, Kukum Campus, Honiara within six (6) weeks from the confirmation of the order or signing of the Contract.

22.2 Delivery of Goods shall be made by the Vendor in accordance with an agreed delivery schedule.

22.3 Delivery of equipment must be during normal business hours 08.00 am – 4.30 pm (Local Time) Monday to Friday, excluding weekends and Public Holidays.

22.4 Failure to comply with the mutually agreed delivery schedule shall attract zero decimal point zero five percent (0.05%) penalty of Contract amount per day commencing from the contracted date for delivery.

23.0 Enquiry Centre

23.1 The Vendor shall appoint their service or helpdesk to handle all queries from the University.

23.2 The helpdesk must be available 08.00 am – 4.30 pm (Solomon Islands Time), Monday – Friday, inclusive but excluding weekends and public holidays.

24.0 Addenda

24.1 Amendments to the Contract Documents will not be recognized unless confirmed in writing by the University by means of Addenda.

25.0 Evaluation and Selection

25.1 The University reserves the right to accept any, or any part thereof, or none of the offers. The lowest offer or any offer will not necessarily be accepted.

25.2 The selection of a successful Bidder by the University shall be final.

- 25.3 The selection will be based on the price, performance record and equipment offered; and in compliance with **Technical Specifications and Commercial Terms and Conditions** as set out in this document, plus any variants as agreed with the successful Bidder.

26.0 Use of Tender Documents and Information

- 26.1 The Vendor shall not, without the University's prior written consent, disclose the Tender, or any provision thereof, or any specifications, drawing, pattern, sample or information furnished by or on behalf of the University in connection with, to any person other than a person employed by the Vendor in the performance of this Contract.
- 26.2 Disclosure of any such information to person employed or nominated by contractor shall be made in confidence and shall extend only as far as may be necessary for the purpose of such performances.
- 26.3 The Vendor shall not, without the University's prior written consent, make use of any document or information specified above, except for the purposes of performing the Contract.
- 26.4 Any documents, other than the Contract itself, specified above, shall remain the property of the University and shall be returned (all copies) to the University on completion of the Vendor's performance under the Contract, if so required by the University.

27.0 Termination of Contract for Default

- 27.1 The University may, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part thereof:
- (a) If the Vendor fails to deliver any or all of the goods/services within six (6) weeks from the date of signing of the Contract, or any extension thereof granted by the University; or
 - (b) If the Bidder fails to fulfil any other obligations under the Contract; or
 - (c) If the Bidder, under neither of the above circumstances, does not rectify its failure within a period of seven (7) calendar days (or such longer period as the

University may authorize in writing) after receipt of notice of default from the University specifying nature of the default(s).

- 27.2 In the event the University terminates Contract in whole or in part thereof, the University may procure, upon such terms and conditions and in such manner as it deems appropriate, goods/services similar to those undelivered.
- 27.3 Notwithstanding the above, the Vendor shall continue performance of the Contract to the extent not terminated.
- 27.4 Further, University reserves the right to terminate the Contract in the event of:
- (a) Bankruptcy or external administration of the Contractor.
 - (b) Events beyond the control of the University making the contract completion impossible.
 - (c) Failure by the Contractor to deliver the equipment on time or within thirty (30) calendar days of delivery of a notice of default.
 - (d) The Contractor shall reimburse all monies owed to the University in case of events in **27.4 (a) and 27.4(c)** above.

28.0 Resolution of Disputes

- 28.1 The University and the Vendor shall make every effort to resolve amicably any disagreement or disputes arising between them under or in connection with the Contract.
- 28.2 If after thirty (30) calendar days from the commencement of such informal negotiations, the University and the Vendor have been unable to resolve the dispute amicably; either party may require that the dispute be referred for resolution by arbitration mechanism. The arbitration ruling shall be final and binding on both the University and the Vendor.
- 28.3 In the event of a dispute arising between the Bidder and the University, the arbitration shall be effected by the Arbitration Tribunal of the Independent State of Solomon Islands.

29.0 Applicable Law

- 29.1 The Contract shall be governed by and interpreted in accordance with the laws of Independent State of Solomon Islands.

30.0 Force Majeure

- 30.1 In the event that there is a delay in performing full or part thereof of the contract obligations by the Vendor or its subcontractors due to Force Majeure, including but not limited to war, civil insurrection, fires, floods, cyclones, epidemics, earth quakes, tsunami, quarantine restrictions, industrial strikes, freight embargoes, non-availability of ships/flights; such delays may be exempted.
- 30.2 If a Force Majeure situation arises, the Vendor shall promptly notify the University in writing of such conditions and the causes thereof. Unless otherwise directed by the University in writing, the Vendor shall continue to perform its obligations under the Contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

31.0 Contract Currency, Taxes and Duties

- 31.1 All prices quoted in the Tender offer must be in Solomon Islands dollar or its equivalent and shall remain current or unchanged during the term of the Contract unless in case of **Article 34**.
- 31.2 Under Section 5(5)c of Solomon Islands National University Act 2012, University is exempted from liability to pay any tax, levy, duties or rates under any law. Therefore, Bidder must exclude such tax components in their offer.
- 31.3 The Bidder shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside of Solomon Islands.

32.0 Guarantee/Warranty Period

- 32.1 The Bidder shall guarantee equipment against any defects under normal working conditions for a period of three (3) calendar years from the date of delivery of items to the University.
- 32.2 The Bidder shall, at his own expense, replace the defect item within seven (7) calendar days.
- 32.3 The Defects Liability Period shall commence thirty (30) calendar days from the date of delivery of each unit.

- 32.4 All defects and/or omissions (on the part of the Vendor) documented as part of the delivery process shall be rectified by the Vendor within thirty (30) calendar days (excluding weekends or public holiday period should it coincide).
- 32.5 At any time prior to the expiration of the Defects Liability Period the University may direct the Vendor to rectify any:
- (a) Additional issue caused by omission or incorrect configuration of the system on the Vendor's part; and/or
 - (b) System defect which becomes apparent that affects the University's operations.
- 32.6 From delivery date to the completion of the Defects Liability Period, the Contractor shall provide, **free of charge**, full repairs/maintenance for all equipment bought under the contract.

33.0 Insurance on Goods

- 33.1 All Goods supplied under the Contract shall be fully insured in a freely convertible currency against any loss or damage incidental to manufacture or acquisition transportation, storage, delivery and installation.
- 33.2 Without limiting the Bidder's liability as provided under the Contract, the Bidder shall procure or ensure that its subcontractors procure such additional insurance cover.

34.0 Contract Variations

- 34.1 All contract variations shall be submitted in writing to the University for Approval.
- 34.2 No variations shall be deemed to be accepted by the University until such Request from the Bidder covering the variation is formally approved by the University.
- 34.3 The University may at any time, by written notice to the Bidder, make changes within the general scope of the Contract.
- 34.4 Upon notification by the University of such change, the Bidder shall submit to the University an estimate of costs for the proposed change (hereto referred to as the Change or Changes) within five (5) calendar days of the receipt of notice of the change

and shall include an estimate of the impact, if any, of the Change on the delivery dates as well as a detailed schedule for the execution of the Change.

34.5 The Bidder shall not perform Changes in accordance with the above until the University has authorized a Change order in writing on the basis of the estimate provided by the Bidder.

34.6 Adjustments in the supply Schedule authorized by a Change are not subject to re-negotiation, and such adjustments shall be deemed to include any cumulative effect of this and previous authorized Changes.

34.7 Changes mutually agreed upon as a Change shall constitute a part of the work under this Contract, and the provisions and conditions of the contract shall apply to the said Change.

34.8 In the event, the University shall cause the Bidder to expend labour or materials, or both, of any nature in order to provide the University with information upon which to base a decision as to whether Change should be ordered. If such change is not ordered, the University shall reimburse the Supplier for the total cost related to supplying such information.

34.9 The Bidder shall not supply any additional or optional equipment during the term of the Contract without prior written approval from the University.

34.10 However, if there is a need for additional or optional equipment with subsequent price increases during the term of the contract such increases shall be done within two (2) weeks from the date of signing of Contract. The price increase shall not be more than five percent (5%).

35.0 Confidentiality

35.1 All parties shall agree to keep all terms of the Proposal and Contract confidential.

36.0 Standards

36.1 All materials supplied and all works performed must be to a standard deemed acceptable to the University in all aspects.

36.2 Supplier shall make good, any deficiency in any work, required by the University.

- 36.3 Equipment supplied and work performed shall comply with latest or current national or international practice, standards and specifications, (latest issue in all cases).
- 36.4 All materials and equipment to be provided under this contract shall conform to the requirements of all Statutory Authorities having jurisdiction over the Works described in these Specifications.
- 36.5 Where standards applicable to the Works are not published by the ITU-T, the Standards Association of Australia or other Australian Authority, then the standards of the British Standards Institution (or Institute) and the United States Industry Standards and Codes shall apply.

37.0 Goods Title Transfer

- 37.1 All Goods whether supplied or not under the Contract will remain the property of the Supplier until paid for in full.

38.0 Extension of Delivery Period

- 38.1 The Bidder may claim extension of time limits as set forth in the implementation schedule in case of:
- (a) Changes ordered by the Solomon Islands National University;
 - (b) Delay in the supply of any information or services which are to be provided by the University (services provided by the Solomon Islands National University shall be interpreted to include all approvals by the Solomon Islands National University under the Contract);
 - (c) Force Majeure; and
 - (d) Delay in performance of work caused by orders issued by the Solomon Islands National University.
- 38.2 The Supplier shall demonstrate to the Solomon Islands National University's satisfaction that it has used its best endeavours to avoid or overcome such causes of delay, and the parties will mutually agree upon remedies to mitigate or overcome such cause of delay in future.
- 38.3 Notwithstanding the above, the Supplier shall not be entitled to an extension of time for delivery, unless the Bidder, at the time such circumstances arise, has immediately

notified the Solomon Islands National University in writing of any delay that may claim as caused by circumstances above.

38.4 Upon request of the Solomon Islands National University, the Supplier shall substantiate that the delay is due to the circumstances referred to by the Bidder.

38.5 Delays caused by the above shall not affect the payment dates as detailed in the Payment Schedule if the Solomon Islands National University is responsible for delays to the specified delivery schedule.

39.0 Indemnity

39.1 The Contractor shall indemnify, hold and save harmless and defend at its own expense the Solomon Islands National University, and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.

40.0 Insolvency and Bankruptcy

40.1 Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the Solomon Islands National University may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.

40.2 Should the Supplier be adjudged bankrupt, or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, the University may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Vendor with written notice thereof.

41.0 University Staff Members Not to Benefit

41.1 The Supplier shall not grant to any official(s) of the Solomon Islands National University any direct or indirect benefit or preferential treatment(s) on the basis of the Request for Tender, Contract or the award thereof.

41.2 Any breach of this provision shall constitute a fundamental breach of the Contract.

42.0 Disclaimer

42.1 It is the responsibility of the Supplier to inform themselves in all aspects of the requirements and environment. The University does not accept any responsibility for any losses or inconvenience caused to the Supplier as a result of reliance on details provided in this document.

- 42.2 All material quantities shall be determined by the supplier to meet the overall intent and requirements of this Specifications, Attachments etc.

43.0 Notification of Award

- 43.1 Prior to the expiration of the period of Bid Validity, the University will notify the successful Bidder in writing that its Bid has been accepted by the University.

44.0 Letter of Intent

- 44.1 At the same time as or after the University notifies the successful Bidder that its Bid has been accepted, the University will send the successful Bidder two original signed and stamped sets of the Letter of Intent (LOI).
- 44.2 Upon receipt by the University of One Original set of signed and stamped LOI and the furnishing of a Bid Performance Guarantee, in form and content acceptable to the University, the University shall formally notify the unsuccessful Bidders.

45.0 Bid Performance Guarantee

- 45.1 Within seven (7) calendar days of the date of notification of award by the University, the successful Bidder shall furnish a **Bid Performance Guarantee** through its bank an amount, form and format as provided.
- 45.2 Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Performance Guarantee, in which event the University may make the award to the next lowest evaluated Bidder or call for new Bids.

46.0 Purchase Order

- 46.1 The University will issue a firm Purchase Order on receipt of the required LOI and Bid Performance Guarantee.

47.0 Penalties

- 47.1 If the University imposes penalties on the Contractor, such penalties shall amount to zero point zero five percent (0.05%) of the total Purchase Order price for each Day following the initial Delivery Date mutually agreed by both parties but shall not amount to more than one hundred percent (100%) of the total Purchase Order value. The penalties for the delay may be deducted by the University from any sum(s) due, or to become due, by the University to the Supplier.

SCHEDULE A - EQUIPMENT SCHEDULE

	Item Description	Qty.
1.0	Desktop, Core i5-8100 Processor, 8 th Generation	60
2.0	Cambium Wi-Fi AP	1
3.0	10KVA UPS	2
4.0	UPS – Installation/commission	1 Lot

SCHEDULE B - PRICE SCHEDULE

Item	Description	Qty.	Unit Price	Extended Price
1.0	Desktop, Core i5-8100 Processor, 8 th Generation	60		
2.0	Wi-Fi AP	1		
3.0	10KVA UPS	2		
4.0	UPS – Installation/commission	1 Lot		

SCHEDULE C – DELIVERY SCHEDULE

The delivery of desktops, Wi-Fi AP and UPS systems shall be made in full and complete as follows:

	Description	Qty.	Delivery	Start Date
1.0	Desktop, Core i5-8100 Processor, 8 th Generation	60	6 Weeks	From Contract signing date.
2.0	Wi-Fi AP	1	6 Weeks	From Contract signing date.
3.0	10KVA UPS	2	6 Weeks	From Contract signing date.
4.0	UPS – Installation/commission	1 Lot	6 Weeks	From Contract signing date.

SCHEDULE D - PAYMENT SCHEDULE

The payment shall be made as follows:

	Description Details	Start Date
1.	Fifteen Percent (15%)	30 days from Contract signing date.
2.	Seventy Five Percent (75%)	30 days from date of Provisional Certificate
3.	Ten Percent (10%)	30 days from date of Final Acceptance

SECTION I – BID FORMS

Note to Bidders: *It is mandatory that the Bidder duly completes and signs the Bid Submission Form and other forms contained in this Section.*

Section I – A Bid Submission Form

Date [*Bidder to insert date*]

Bidding Reference No. RFP 003/20 - *Supply of Desktops and Wi-Fi AP; and Supply and Installation/commission of UPS System.*

To: The Solomon Islands National University (SINU)

Having examined the Bidding Documents No (Tender No.) and any addenda thereof, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (Description of goods and services), in conformity with the said Bidding Documents for the price(s) quoted in the Price Schedule separately attached herewith and made part of this Bid.

We agree to abide by this Bid for the Bid Validity Period specified in the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We accept and agree that the terms and conditions of Contract contained in the Bidding Documents will apply to any contract resulting from this bidding exercise.

We represent and warrant that we are not participating, as Bidders, in more than one Bid in this Bidding process.

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

We certify and confirm that we comply with the eligibility requirements stated in **Part B - Article 2** of the Bidding Documents.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Date:

Section I – B Qualification Information Form

General Information

1. Name of Bidder:			
2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. www Domain:			
8a. Contact Name:			
8b. Contact Title:			
9. Parent Company, if any (full legal name):			
10. Principal subsidiaries, associates, and/or representative(s), if any and relevant to the Services:			
11. Corporate Seal:			
12. Type of Business:			
13. Year Established:			
14. Number of Staff Employed:			

Experience

15. Contracts of similar scale/volume during the last three years:

Customer Name and Contact Details	Value (SBD)	Year	Goods Provided	Country

Signature of Bidder: _____

Section I – C Manufacturer's Authorization Form

Note to Bidders: *If the Bidder is not the Manufacturer of the goods offered, the Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the original letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.*

To: ***The Solomon Islands National University***

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the Goods]* having factories at *[address of factory]* do hereby authorize *[name and address of the Bidder]* to submit a Bid, and subsequently negotiate and sign the Contract with you against the Invitation to Bid No for the above Goods manufactured by us.

We hereby extend our full guarantee and warranty for the Goods offered by the above Bidder against this Invitation to Bid.

[Signature for and on behalf of Manufacturer]

Official Stamp



Final Acceptance Certificate

A notice shall be effective when delivered in full on the notice effective date.

IN THE WITNESS WHEREOF the parties hereby certify under Final Acceptance Certificate to each other that the Supply of i5 desktops, Wi-Fi Access Point and supply; and installation/commission of 10 KVA UPS have been completed and operational in Faculty of Agriculture, Forestry and Fisheries students' computer laboratory, Kukum Campus, Solomon Islands National University, in accordance with the Contract.

SIGNED for and on behalf of Solomon Islands National University, Honiara, Solomon Islands by:

Dr. Ganesh Chand Signed Date:
The Vice-Chancellor

Witnessed..... (Contractor) Date.....

Official Stamp



SIGNED for and on behalf of Contractor by:

----- Name: Signature..... Date.....

Title

Witnessed..... (SINU) Date.....

Official Stamp

