



SOLOMON ISLANDS NATIONAL UNIVERSITY

Faculty of Agriculture, Forestry, and Fisheries

**Tender for the Supply of building material, tools and equipment for the
rehabilitation of SINU Poitete Campus**

Tender Reference Number: SINU-T08/23

Issue Date: 22nd August 2023

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SECTION I – LETTER OF INVITATION



LETTER OF INVITATION

22nd August 2023

Tender Reference Number: SINU-T08/23

University Tender Board Reference:

Name of Project: Poitete Rehabilitation

To all Tenderers

1. The *Solomon Islands National University* has budget funding for the following tender for the supply of goods *Building material, tools and equipment* now invites interested eligible Tenderers to submit tenders for the Supply of the Goods for the *Rehabilitation of Poitete Campus at Kolombangara Island, Western Province*. Full details are provided in the attached Technical Specifications.
2. Bidding will be conducted through SINU Procurement Policy and is open to all eligible Tenderers.
3. Interested eligible Tenderer may obtain further information from *Wendy Afu*; wendy.afu@sinu.edu.sb and inspect the Bidding Documents at the address given below *Procurement Department, Kukum Campus* from *9.00am to 3.00pm*.
4. A complete set of Tender documents in English may be obtained by interested Tenderers by emailing to the address below or downloading it from the website.
5. Tenders must be delivered in sealed envelopes to the address below at or before *4pm on 15th September 2023*. Tenders shall be valid for the period of *contract as specified in Bid Data Sheet* days after the deadline of Tender submission. Tenders will be opened promptly thereafter.
6. Late Tenders or incomplete tenders will be rejected.

*THE CHAIRMAN
UNIVERSITY TENDER BOARD
ATTENTION: UTB SECRETARY
OFFICE OF THE VICE CHANCELLOR
P.O BOX R113, KUKUM CAMPUS, HONIARA
SOLOMON ISLANDS*

SECTION II – INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

1. General

1.1. Scope

The Invitation to Tender (ITT) is for the *Building material, tools and equipment for Poitete Campus, Western Province for Solomon Islands National University*. Tenderers must comply fully with the requirements set out in this document. All tenders are to be completed and returned to the Purchaser in accordance with these Instructions.

1.2. Source of Funds

Funding for this tender will be made available from the Faculty of Agriculture, Fisheries and Forestry Budget, funded by the Indian Government.

1.3. Eligibility

Participation in this tender process is open to all interested and eligible Tenderers.

1.4. Restrictions to Eligibility

Organisations or individuals who are prohibited from participation by any act taken in compliance with a decision of the UN Security Council, or those blacklisted by a “watchdog” committee of the Solomon Islands Government, or any international development agency will not be considered.

1.5 Cost of Bidding

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Purchaser shall not be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

1.6. Conflict of Interest

A Conflict of Interest arises from any event influencing the capacity of a Tenderer from performing in an objective and impartial professional manner, or preventing him, at any moment, from giving priority to the interests of the Purchaser.

A Conflict of Interest also arises from any consideration relating to possible contracts in the future or conflict with other commitments, past, present, of a Tenderer, or any conflict with his own interests. These restrictions also apply to sub-Tenderers and employees of the Tenderer.

There is a conflict of interest if the Tenderer is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.

1.7 Ethics

It is a requirement that both the Purchaser and Tenderer observe the highest standards of ethics during the procurement and execution of contracts.

In pursuance of this policy, the Purchaser requires that all Tenderers concerned take measures to ensure that no transfer of gifts, payments or other benefits to public officials and/or procurement/ management staff with decision making responsibility or influence, occur. For the purpose of this provision, the terms set forth below shall have the following meaning:

The Purchaser reserves the right to suspend or cancel a tender if corrupt practices of any kind are discovered at any stage of the award process. For the purpose of this provision, the terms set forth below shall have the following meaning:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of any officer involved in the procurement of goods and/or

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services, or the threatening of injury to a person, property or reputation in connection with the procurement process or in contract execution, in order to obtain or retain business or other improper advantage in the conduct of business;

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the SIG, and includes collusive practices among Tenderers (prior to or after submission of tenders) designed to establish prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Purchaser during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties (e.g. suspension from future tender procedures).

Any Tenderer who attempts to influence the outcome of the selection process by discrediting competing applications, or by threatening any member sitting on the selection panel, the Purchaser or any of its staff, or transfers gifts, payments or other benefits to the Purchaser, any staff member, or any member sitting on the evaluation panel, will be automatically disqualified from consideration.

The Tenderer shall refrain from any relationship likely to compromise his independence or that of his staff. If the Tenderer ceases to be independent, the Purchaser may, regardless of injury, terminate the contract without further notice and without the Tenderer having any claim to compensation.

1.8 Officer Responsible

The officer responsible for managing the tender process in the Solomon Islands National University and from whom further information can be obtained is:

- *Wendy Riita Afu*
- *Chief Procurement Officer*
- *Solomon Islands National University, Kukum Campus*
- *wendy.afu@sinu.edu.sb*
- *(677) 42600 or (677) 7135420*

2. Tender Documents

2.1 Content of Tender Documents check order and contents

The goods required, delivery times, tender procedures and contract terms are prescribed in the Tender Documents. In addition to the Invitation for Tenders, the Tender Documents include:

- Instruction to Tenderers (ITT);
- Contract Form;
- General Conditions of Contract (GCC);
- Special Conditions of Contract (SCC);
- Schedule of Requirements;
- Technical Specifications;
- Tender Form and Price Schedules
- Bank Guarantee for Advance Payment Form;
- Manufacturer's Authorisation Form.
- Post qualification information

2.2 Request for Clarification

Any request for clarification must be received by the Purchaser in writing, at least 2 days before the deadline for submission of tenders. The Purchaser will respond to

SECTION II – INSTRUCTIONS TO TENDERERS

Tenderers' questions at least 2 days before the deadline for submission of tenders. If the Purchaser, either on its own initiative or in response to a request from a Tenderer provides additional information on the tender document, such information will be sent in writing to all Tenderers who have obtained the Invitation to Tender.

2.3 *Amendment of Tender Documents*

At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tender documents by amendment. All prospective Tenderers will be notified of the amendment in writing and it will be binding on them. The Purchaser may, at their discretion, extend the deadline to allow Tenderers reasonable time to take the amendment into account.

All such responses issued in writing to all Tenderers will form a specification addendum, which shall then become part of the Specification.

3. Preparation of Tenders

3.1 *Documents Comprising the Tender*

The Tenderer's delivery of the bid shall comprise the following components:

- a. A Tender Form and a price schedule completed in accordance with the attached forms.
- b. Documentary evidence that the Tenderer is qualified to perform the contract if it's Tender is accepted;
- c. Documentary evidence that the goods to be supplied by the Tenderer are genuine and newly manufactured goods and conform to the Tender Documents; and

3.2 *Tender Form*

The Tenderer shall complete the Tender Form and the appropriate price schedule furnished in the Tender Documents, indicating the goods to be supplied, a brief description of the goods, their country or origin quality and prices.

3.3 *Tender Price*

The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it proposes to supply under the contract. Prices indicated on the Price Schedule shall be entered separately in the following manner as specified below:

- i. the price of the goods quoted Delivery At Place (named location) (Delivery At Place means that the Tenderer delivers the goods to the Purchaser at the place indicated in the term "Delivery At Place (SINU). Purchaser is responsible for the clearance of the goods from customs and the payment of all taxes and duties / exemption from duties & taxes. The Tenderer shall than be responsible for all costs and covers all risks involved with delivering of the goods to the place indicated by the Purchaser and is entitled for his payment only if the goods have arrived at the Purchasers destination in good order.
- ii. the price of other incidental services, if any, listed in the Schedule of Requirements.

Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. Tenderer must include all costs including delivery to the location as given in the Tender in the financial offer.

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3.4 *Currency of Tender*

All National tenders must be presented in Solomon Island Dollars, or for International Supply, in a freely convertible currency. Tenders in a freely convertible currency will be converted to Solomon Island Dollars at the selling rate of the Central Bank of Solomon Islands prevailing on the date of closing of submissions for purposes of the evaluation. Payment will be in the currency of the tenderer's offer and may not be changed after submission of tender.

3.5 *Tender Validity*

Tenderer shall be bound by their tenders for a period of 90 days from the deadline for the submission of tenders. In exceptional cases and prior to the expiry of the original tender validity period, the Purchaser may ask Tenderers in writing to extend this period. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated. The successful Tenderer will be bound by his tender for a further period of 30 days following receipt of the notification that he has been selected.

3.6 *Format and Signature of Tender*

The Tenderer shall prepare one original clearly marked "ORIGINAL" and the one copy clearly marked "COPY" of its tender. The original and copy of the tender shall be typed or written in indelible ink and signed by an authorised signatory on behalf of the Tenderer. Any alterations or erasures shall only be valid if initialled by the person signing the tender. For ease of evaluation, the Tenderer may also submit a soft copy on Flashdrive in MS Word, MS Excel, or in PDF format and included with the marked "Copy". In case of a difference between hard and soft versions, the "Original" hard version shall be applicable.

4. *Submission and Opening of Tenders*

4.1 *Submission, Sealing and Marking of Tenders*

Tenderers may submit their bids by email or by hand. The Tenderer shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES."

The outer envelope shall be addressed to below address and bear the name of the Tender and number of this Tender.

*Chairman
University Tender Board
Solomon Islands National University
Kukum Campus
Honiara*

In addition to the identification required above, the inner envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late.

If the outer envelope is not sealed and marked as above, the Solomon Islands National University shall assume no responsibility for the misplacement or premature opening of the Tender.

4.2 *Deadline for Submission of Tenders*

Tenders shall be delivered to the Tender Box at the address specified in Clause 4.1, above no later than the 4pm on 15th September 2023.

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The Purchaser may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 2.4, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the original deadline shall then be subject to the new deadline.

4.3 *Late Tenders*

Any Tender received by the Purchaser after the deadline prescribed in Clause 4.2 shall be returned unopened to the Tenderer.

4.4 *Withdrawal, Substitution and Modification of Tenders*

Tenders may withdraw, substitute or modify their Tenders by giving notice in writing before the deadline prescribed above.

Each Tenderer's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 3 and 4, with the outer and inner envelopes additionally marked or "Withdrawal," Substitution," or "Modification" as appropriate. No Tender may be substituted or modified after the deadline for submission of Tenders.

5. Tender Opening and Evaluation

5.1. *Opening of Tenders by Purchaser*

The Purchaser will open Tenders including modifications within 5 days of the closing date. Tenderers will not be required to attend. The tenders will be opened by the University Tender Board members only.

Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted shall not be opened.

The Tenderers' names, Tender prices, modifications, discounts offered, Tender withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and read aloud by the Purchaser at the Tender opening session.

The Purchaser will prepare minutes of the Tender opening, including the information disclosed to those present.

5.2 *Confidentiality*

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

5.3 *Clarification of Tenders*

To assist in the examination, evaluation and comparison of Tenders, the Purchaser may, at its discretion, ask any Tenderer for clarification of its Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Tenders.

5.4 *Examination of Tenders and Determination of Responsiveness*

The Purchaser will determine whether each Tender:

- a. meets the eligibility criteria defined at ITT Clause 5.5 (Omit if criteria are not used);

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- b. has been properly signed;
- c. is accompanied by the required securities;
- d. is substantially responsive to the requirements of the Tender documents.

Arithmetical errors will be rectified on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Tenderer does not accept the correction of the errors, its Tender will be rejected,
- ii. If there is a discrepancy between words and figures, the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Tender to the Tender Documents. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Tender Documents without material deviations. The Purchaser's determination of a Tenderer's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence. A material deviation or reservation is one:

- a. which affects in any substantial way the Scope, Quality, or Performance of the Contract;
- b. which limits in any substantial way, inconsistent with the Tender documents, the Purchaser's rights or the Tenderer's obligations under the contract; or
- c. whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

A Tender determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction or withdrawal of nonconforming deviation or reservation.

The Purchaser may waive any minor informality or nonconformity or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tender.

5.5 Evaluation and Comparison of Tenders

The Purchaser will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 5.4.

The Purchaser's evaluation of a Tender will be on the basis of Tender Price as specified in the Price Schedule.

The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Purchaser will not be taken into account in Tender evaluation.

The Purchaser's evaluation of a Tender may take into account, in addition to the Tender Price quoted, one or more of the following factors.

Delivery schedule offered in the Tender; [Specify factors, if necessary as per departmental requirements]

The cost of components, mandatory spare parts, and service; [Specify factors, if necessary as per departmental requirements]

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Contractual and Commercial Deviations: [Specify factors, if necessary as per departmental requirements]

Other specific criteria indicated in the Technical Specifications.

6. Award of Contract

6.1 *Post Qualification Requirements*

In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive Tender is qualified to satisfactorily perform the Contract.

The determination will take into account the Tenderer's financial, technical and production capabilities and resources. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, as well as such other information as the Purchaser deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Purchaser will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

6.2 *Award Criteria*

Subject to Clause 6.1, the Purchaser will award the Contract to the successful Tenderer whose Tender has been determined to be substantially responsive and has been determined as the lowest-evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

6.3 *Purchaser's Right to Vary at Time of Award*

The Purchaser reserves the right at the time of award of Contract to increase or decrease by the percentage as specified in the Special Conditions, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.

6.4 *Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders*

The Purchaser reserves the right to accept or reject any Tender, and to annul the Tender process and reject all Tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Purchaser's action.

6.5 *Notification of Award*

The Tenderer whose Tender has been accepted will be notified of the award by the Purchaser prior to expiration of the Tender validity period by facsimile confirmed by a letter that its Tender has been accepted.

Section III – Draft Supply Contract

CONTRACT

DRAFT SUPPLY CONTRACT

No. <Contract number>

1. The Solomon Islands National University, represented by the Vice Chancellor, legally represented in this matter by the <insert name of VC> hereinafter referred to as the Purchaser,

And

2. <insert name> which has its registered office at <insert Address>, legally represented in this matter by <Contractor Manager> hereinafter referred to as the Supplier,

Have agreed as follows:

The subject of this contract shall be the supply and delivery of the following Goods:

[General description of the supplies, including quantities], inlot(s)

[lot no 1, general description with an indication of quantities]

[lot no 2, general description with an indication of quantities]

[lot no ...]

The price of the Goods is confirmed in the Tender and Price Schedule as part of your Tender. dated [.....]

The total Price shall beSBD (*in words and figures*). The agreed prices for the Goods are fixed for the duration of this Contract.

The place of delivery of the Goods shall be *Faculty of Agriculture, Fisheries and Forestry, Kukum Campus*

The time limits for delivery shall be in accordance with the Schedule of Requirements and your tender and shall be on the basis Delivery Duty Paid / Delivery At *FAFF* as per clause 3.3 of the Instructions To Tenderers (ITT).

The Supplier shall comply with the terms and conditions as mentioned in the Special & General Conditions of Contract and the Technical Specifications. Any general and special terms and conditions drawn up by the Supplier do not apply.

This Contract is subject to the provisions of the attached General Conditions of Contract.

This Contract is made up of the following documents, in order of precedence:

- this Contract Letter;
- the Special Conditions of Contract;
- the General Conditions of Contract
- the Supplier's Tender Form and Price Schedules; reference..... dated.....
- the Technical Offer [including clarifications from the Supplier provided during tender evaluation];

Section III – Draft Supply Contract

- the Technical Specifications
- the Invitation for Tender

The various documents making up this shall be deemed to be mutually explanatory; in cases of a different interpretation, the documents shall prevail in the order in which they appear above.

This Contract enters into force on the date on which it is signed by both Parties [and ends as soon as the Delivery of the Supplies has been completed].

1. FOR THE PURCHASER

Name:

Title: VICE CHANCELLOR

Signature:

Date:/...../.....

2. FOR THE SUPPLIER

Name:

Title:

Signature:

Date:/...../.....

SIGNING WITNESS BY:

FACULTY OF AGRICULTURE, FORESTRY AND FISHERIES

Name:

Title:

Signature:

Date:/...../.....

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Section III – General Conditions of Contract

GENERAL CONDITIONS of CONTRACT

I DEFINITIONS

The following terms in these General Conditions of Contract for the Government of the Solomon Islands are written with initial capitals and are defined as follows.

- 1.1 **Technical Specification:** a document attached to the Contract which, when initialled by both parties, forms part of the Contract.
- 1.2 **Documentation:** the manuals or other user instructions accompanying the Goods, in English.
- 1.3 **Inspection:** the inspection of the Goods for visible defects and non-conformity carried out at the Purchaser's request on the Supplier's premises prior to Delivery.
- 1.5 **Purchaser:** the Government of the Solomon Island or any other Government agency using these General Conditions of Contract.
- 1.6 **Supplier:** the party that supplies goods/services to the Purchaser.
- 1.7 **Delivery:** the delivery of the Goods referred to in article 3.1, including its assembly or installation in accordance with the requirements set out in the Contract.
- 1.8 **Contract:** the written agreement between the Purchaser and the Supplier to which these General Conditions of Contract are declared to be applicable.
- 1.9 **Party:** the Purchaser or the Supplier, depending on the context.
- 1.10 **Goods:** the movable item(s) and incidental services to be delivered to the Purchaser by the Supplier under the Contract.

Article 2 Application

- 2.1 Amendments or additions to the Contract or changes from General Conditions of Contract are binding only if they have been explicitly agreed in writing between the Parties.

II PERFORMANCE OF THE CONTRACT

Article 3 Delivery

- 3.1 Unless agreed otherwise in writing, Delivery of the Goods, specified by the Purchaser in the Technical Specifications and quoted for by the Supplier will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery address and delivery location specified by the Purchaser, and the Supplier will bear all costs and risks connected with transporting the Goods, including, where applicable, the import duties and responsibility for complying with the associated formalities.
- 3.2 The agreed delivery date(s) or period(s) are considered to be fixed and final. If the Goods are not delivered to the agreed location within the agreed period, the Supplier will be in default without notice of default being required.
- 3.3 Delivery of the Goods earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Purchaser and will not alter the agreed payment date.

Section III – General Conditions of Contract

- 3.4 The Purchaser has the right to defer Delivery, unless this would place a disproportionate burden on the Supplier. The Supplier is obliged to store the Goods for the Purchaser at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Supplier, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 3.2, 3.4 and 14 apply to the Delivery deferred by the Purchaser, except that the Supplier will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.
- 3.5 Upon request of the Purchaser, the Supplier may be required to provide incidental services and/or spare parts for the equipment tendered. These incidental services and spare parts should be in line and relation to the Goods tendered.

Article 4 Guarantee

- 4.1 The Supplier guarantees that the delivered Goods comply with the technical Specifications are free of defects and is suitable for the purpose for which the Goods is intended. The Goods does not comply with the Contract if the Goods do not have the characteristics the Purchaser might expect on the basis of the Contract.
- 4.2 If the Purchaser has not provided a more detailed description of the requirements to be met by the Goods, the Goods should in any event be of good quality and meet at least the customary requirements concerning soundness, fitness for purpose and workmanship requirements and customary industry regulations concerning quality, safety, health and the environment.
- 4.3 The Purchaser may no longer refer to the fact that the Goods does not comply with the Contract if it has not notified the Supplier accordingly in writing within 60 days of discovering this fact. If the Supplier receives such a notification from the Purchaser, the Supplier will rectify the defect or non-conformity within a period set by the Purchaser in accordance with the provisions of article 13.
- 4.4 The Supplier guarantees that the delivered Goods is free of any special encumbrance or restriction that the Purchaser has not accepted explicitly and in writing. The Supplier indemnifies the Purchaser against all claims in this regard.

Article 5 Inspection

- 5.1 At the Purchaser's request, the Goods may be inspected by the Purchaser or a third party designated by the Purchaser on the Supplier's premises prior to Delivery. However, the Purchaser is not obliged to carry out such an Inspection.
- 5.2 If the Purchaser wishes to inspect the Goods:
- a. the Supplier will have the Goods ready for Inspection at a time that allows the agreed delivery times to be met;
 - b. the Supplier will, upon request and at no cost to the Purchaser, cooperate with the Inspection and provide the Purchaser with a suitable location and reasonable assistance in terms of staff and materials;
 - c. the Inspection, if the Supplier so desires, will take place in its presence or in the presence of an expert designated by it. The associated costs will be borne by the Supplier.
- 5.3 If the Purchaser rejects the Goods to be supplied, the Supplier is obliged, without prejudice to all other rights or claims of the Purchaser, to provide without delay, at its own

Section III – General Conditions of Contract

expense and risk, a missing, repaired or replacement Goods for a new Inspection. The provisions of article 5 apply in full. Rejection by the Purchaser during the first or previous Inspection will not lead to the agreed delivery period being extended.

- 5.4 The approval of the Goods by or on behalf of the Purchaser does not include any approval that the Goods complies with the guarantees given in accordance with article 4.

III RELATIONS BETWEEN THE PARTIES

Article 6 Contacts

- 6.1 Each Party will appoint a contact person to maintain contacts in relation to the performance of the Contract. The Parties will notify each other in writing of the person they have appointed as their contact.
- 6.2 The contacts may represent and bind their Parties, unless the Contract provides otherwise.

Article 7 Method of notification

- 7.1 All notifications given by the Parties on the basis of the Contract must be in writing
- 7.2 Oral communications, undertakings or agreements have no legal force unless confirmed in writing.
- 7.3 ‘In writing’ is understood to include ‘electronically’, provided:
- a. the notification can be consulted by the addressee;
 - b. the authenticity of the notification is sufficiently guaranteed; and
 - c. the identity of the sender can be determined with sufficient certainty.

Article 8 Confidentiality

- 8.1 The Supplier will not disclose in any way any information that is provided by the Purchaser or that is made known to it or comes to its knowledge, which it knows or may reasonably suspect to be confidential, except in so far as it is requested to disclose such information under a court ruling.
- 8.2 The Supplier will pass-on the duty of confidentiality referred to in this article on all staff it engages in the performance of the Contract and will ensure that this duty is observed.
- 8.3 The Supplier will not issue press releases or make other public statements about the Contract except with the prior consent of the Purchaser.

IV FINANCIAL PROVISIONS

Article 9 Prices

- 9.1 Unless agreed otherwise in writing, the prices agreed for the Goods include the costs of transport, taxes, import duties, other levies, insurance, packaging costs and any assembly or installation costs, and are stated in SDB.
- 9.2 Prices for the Goods are fixed, unless the Contract specifies the circumstances that may lead to a price adjustment and the manner in which such an adjustment should be made.

Article 10 Invoicing and payment

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- 10.1 The Supplier will invoice the Purchaser for the delivered Goods at the agreed prices. The Supplier will send the invoice in hardcopy to the address specified by the Purchaser, stating the date and number of the Contract and other details requested by the Purchaser.
- 10.2 The Supplier will submit the invoice in hard copy to the address specified in the ITT.
- 10.3 The right to payment arises after Delivery of the Goods, unless the Contract provides otherwise. The Supplier will invoice within 30 days of Delivery of the Goods. The Purchaser will pay the prices for the delivered Goods within 30 days of receiving the invoice if it satisfies the provisions of the Contract. If the Purchaser fails without good reason to pay Suppliers invoice within this period, it will be liable to pay the Supplier interest at the Lending Rate of the Central Bank of the Solomon Islands applicable on the date that payment was due. The Supplier is not entitled to the payment of interest unless the invoice in question satisfies the provisions of paragraph (10.1). The Purchaser has the right to offset invoice amounts owed against amounts that the Supplier owes the Purchaser.
- 10.4 Payment of an invoice by the Purchaser does not entail any recognition that the Goods complies with the guarantees given in accordance with article 4.
- 10.5 The Purchaser has the right to offset invoice amounts owed against amounts that the Supplier owes the Purchaser.
- 10.6 In case payment is subject to SIG tax law, all taxes applicable will be deducted before payment

Article 11 Advance

- 11.1 If it has been agreed that, for the purpose of performing the Contract, the Purchaser should make one or more payments prior to the Delivery of the Goods, it may require the Supplier to issue the Purchaser with a bank guarantee prior to making the payment(s) in question, to the value of the payment(s) in question. The Purchaser is not required to pay any of the cost of the guarantee.
- 11.2 The 'Advance Payment Guarantee will be issued by a bank approved by the Purchaser, in accordance with the model attached to the Standard Bidding Documents.

V NON-PERFORMANCE AND DISSOLUTION

Article 12. Penalty

- 12.1 If the Goods has not been delivered within the time limit agreed, the Supplier will owe the Purchaser an immediately payable penalty of 0.1% of the price of the Goods in question for every day the failure persists, subject to a maximum of 10% of that price. If Delivery has become permanently impossible for reasons other than force majeure, the Supplier will immediately be liable for the full penalty of 10% of the price of the Goods in question.
- 12.2 The penalty is payable to the Purchaser without prejudice to all its other rights or claims, including:
- a. its right to demand that the Supplier fulfils its agreed obligation to deliver the Goods (in so far as this has not become permanently impossible);
 - b. its right to compensation.

Section III – General Conditions of Contract

- 12.3 The penalty will be set off against the amounts owed by the Purchaser, irrespective of whether the rights to such amounts have been assigned to a third party.

Article 13 Non-performance

- 13.1 If the delivered Goods does not comply with the guarantees referred to in article 4, the Purchaser may demand that the Supplier repair or replace the Goods. The associated costs will be borne by the Supplier.
- 13.2 If, after receiving a written demand from the Purchaser, the Supplier fails to comply, within the period stipulated therein, with a requirement as referred to in paragraph (13.1), the Purchaser has the right, without prior recourse to the courts, to choose between:
- a. replacement or repair of the Goods by a third party at the Supplier's expense;
 - b. return of the Goods in question at the Supplier's expense and risk and dissolution of the Contract in accordance with the provisions of article 16 and, in consequence, crediting of however much of the purchase price has already been paid for the Goods in question.
- 13.3 The provisions of paragraphs (13.1) and (13.2) do not affect other rights and claims that the Purchaser may derive from non-performance.

Article 14 Liability

- 14.1 A Party who fails to meet its obligations is liable to the other Party for any loss incurred by the other Party.
- 14.2 The Supplier indemnifies the Purchaser against any third-party claims for damages resulting from a failure as referred to in paragraph (14.1).

Article 15 Force majeure

- 15.1 In the event of temporary force majeure, the Supplier will immediately notify the Purchaser in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Purchaser then has the right to choose:
- a. allowing the Supplier to defer compliance with its obligations under the Contract for a reasonable period of up to four weeks. If the Supplier is still unable to fulfil its obligations under the Contract when this time limit expires, the Purchaser has the right to dissolve the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Supplier; or
 - b. dissolution of the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Supplier.
- 15.2 In the event of long-term force majeure on the part of the Supplier, the Supplier will immediately notify the Purchaser and the Purchaser has the right to dissolve the Contract with immediate effect out of court, without being obliged to pay compensation or any costs to the Supplier.
- 15.3 The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, breach of obligations by suppliers, failures in the Supplier's production process and liquidity or solvency problems on the part of the Supplier, or failures on the part of third parties engaged by the Supplier.

Section III – General Conditions of Contract

Article 16 Dissolution

- 16.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract in full or in part out of court by registered mail, without being obliged to pay any compensation to the other Party, if the other Party is in default or compliance is temporarily or permanently impossible.
- 16.2 In the event of force majeure, the Purchaser has the right to dissolve the Contract in accordance with the provisions of article 15.
- 16.3 The Purchaser may dissolve the Contract with immediate effect out of court by *signed for* mail or courier, without being required to send any demand or notice of default, and without being obliged to pay the Supplier any compensation, if the Supplier applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Contract, if bribery or conflicts of interest as referred to in article 21 occur, or if the Supplier undergoes a merger or division.
- 16.4 If the Contract is dissolved, the Supplier will repay the undue amounts already paid to it by the Purchaser. If the Contract is partially dissolved, the Supplier is obliged to repay only the payments relating to the dissolved part.

Article 17 Retention of right to demand compliance

- 17.1 If one of the Parties fails to demand compliance with any provision within a time limit set by the Contract, this will not affect its right to demand compliance at a later date, unless the Party in question has expressly accepted the non-compliance in writing.

VI MISCELLANEOUS

Article 18 Documentation

- 18.1 The Supplier will provide the Purchaser with clear, adequate Documentation, drawn up in English, on the characteristics and functionalities of the Goods.
- 18.2 The Purchaser has the right to publish and reproduce the Documentation solely for the users envisaged by the Contract.
- 18.3 The Supplier indemnifies the Purchaser against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 19 Assignment of rights and obligations under the Contract

- 19.1 Neither Party is entitled to transfer rights and obligations arising from the Contract to third parties without the written consent of the other Party. The other Party will not withhold its consent without reasonable grounds. It may attach conditions to its consent.

Article 20 Bribery and conflicts of interest

- 20.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other Party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.

Section III – General Conditions of Contract

- 20.2 If it transpires that one of the Purchaser's subordinates was in the Supplier's employment, regardless of whether or not such employment was paid, during the formation of the Contract, and that the Purchaser was not informed of this prior to the signing of the Contract, the Purchaser may dissolve the Contract with immediate effect out of court, without being required to give any notice of default or to pay any compensation.

Article 21 Invalidity

If one or more provisions of these General Conditions or the Contract are found to be invalid or are nullified by a court, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make alternative arrangements. The alternative arrangements must not undermine the purpose of these General Conditions or the Contract.

Article 22 Follow-up order

The Contract does not entitle the Supplier to any follow-up orders.

Article 23 Long-term obligations

Provisions which by their nature are intended to persist after the Contract has been performed will remain in force after the expiry of the Contract. They include the provisions on: guarantee (article 4), confidentiality (article 8), non-performance (article 13), liability (article 14), dissolution (article 16.4), documentation (article 18), and disputes and applicable law (article 24).

Article 24 Disputes and applicable law

- 24.1 Any dispute between the Parties in relation to the Contract will only be submitted to the competent court in the Solomon Islands, unless the Parties agree an alternative means of dispute resolution.
- 24.2 The Contract is governed by the law of the Solomon Islands.

Article 25 Final provisions

- 25.1 Any changes from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 25.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Goods will be nullified by the signature of the Contract.

Section III – Special Conditions of Contract

SPECIAL CONDITIONS of CONTRACT

- 1. Definitions (GCC Clause 1.5)**
- 1.1 a. The Purchaser is:
.....
[Name and Address of Purchaser]
- b. The Supplier is:.....
.....
[Name and Address of Supplier]
- c. The Delivery site is:
.....
[Insert name and address of delivery site if applicable]
- 2. Inspection and Tests (GCC Clause 5)**
- 5.1 Inspection and tests prior to shipment of goods at final acceptance are as follows:
- a. The time limit for inspection and tests and the issuance of Certificate of acceptance and/or rejection should be no later than 7 days of the completion of inspection and tests.
- b. Within the warranty period of the equipment provided by supplier
- 3. Delivery (GCC Clause 3)**
- 3.3 For Goods within the Solomon Islands: Upon delivery of the goods to the Purchaser, the Supplier shall notify the Purchaser and submit the following documents to the Purchaser:
- i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount;
- ii. Delivery note,
- iii. Manufacturer's or Supplier's Warranty Certificate;
- iv. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report if any.
- 4. Incidental Services (GCC Clause 3.5)**
- 4.1 Incidental services to be provided are:
- i. Installation and commissioning of equipment
- 5. Spare Parts (GCC Clause 3.5)**
- 3.5 Additional spare parts requirements are:
- a. Spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order.
- 6. Guarantee (GCC Clause 4.4)**
- 4.1 In partial modification of the provisions, the warranty period shall be months [as applicable and if necessary] of operation from the date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:
- a. make such changes, modification, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense

Section III – Special Conditions of Contract

7. Variation (GCC Clause 6.3)	6.3	Maximum variation is 10% of the Contract value
8. Invoicing and Payment (GCC Clause 10)	10.1	Payment for the Goods supplied shall be made in SBD, as follows; <ul style="list-style-type: none">i. Advance Payment: 50% percent of the Contract Price shall be paid within twenty eight (28) days of signing of the Contract against an invoice and a bank guarantee for the equivalent amount and in the form provided in the Tender documents or another form acceptable to the Purchaser.ii. On Delivery: 50% percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10 and SCC Clause 3.
	10.6	In case payment is subject to SIG tax law, the latest information on the relevant withholding taxes and other payables are to be found at the website of the Inland Revenue Department: http://www.ird.gov.sb
9. Prices (GCC Clause 9)	9.2	Tender Prices may be adjusted only in the case of Tender validity extension requested by the Purchaser. <i>[To be inserted only if price is subject to adjustment under GCC Clause 9.2)</i>
10. Suppliers Liability(GCC Clause 14.1)	14.1	Notwithstanding Article 14.1 of the GCC, the Suppliers liability is 2 times the Contract value as stated in the formal contract between Purchaser and Supplier.
11. Liquidated Damages (GCC Clause 12)	12.1	Applicable rate for the Liquidated damages is: 0.1% per day.

SECTION IV SCHEDULE OF REQUIREMENTS

Section IV. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery at DDU named destination / Delivery At Place (*SINU, FAFF*). In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.¹

Number	Description	Quantity	Delivery schedule (shipment) in days	In weeks/months from --

Any additional requirements are to be added here in accordance with the relevant ITT clauses

¹ The delivery may be specified for a single shipment, or for several partial shipments, for a specific date, or range of acceptable delivery periods.

SECTION V – TECHNICAL SPECIFICATIONS

Section V. Technical Specifications

Refer to the Price and Specification Template excel file

SECTION VI – SAMPLE FORMS

Tender and Price Schedules

TENDER FORM

Date:

To: Chairman
University Tender Board
Solomon Islands National University
P.O Box R113
Honiara

Gentlemen and Ladies:

Having examined the tender documents, we the undersigned, offer to supply and deliver

_____ in conformity with the said tender documents for the sum of SBD _____,
_____ *[total tender amount in words and figures]* or such other sums as may be
ascertained in accordance with the Schedule of Prices attached herewith and made part of
this Tender.

We undertake, if our Tender is accepted, to deliver the goods in accordance with the
delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for a Period of _____ *[number]* days from the date fixed
for Tender opening it shall remain binding upon us and may be accepted at any time before
the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, together with your written
acceptance thereof and your notification of award, shall constitute a binding Contract
between us.

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

Dated this _____ day of _____ 201..._____.

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

SECTION VI – SAMPLE FORMS

PRICE SCHEDULE FOR GOODS OFFERED FROM ABROAD

Include this form if any anticipated international bidders

Name of Supplier _____ Page _____ of _____

Tender Reference Number _____

1	2	3	4	5
Item	Description	Quantity	Unit price DAP	Total DAP price Named Destination

Total Delivery At Place (*SINU*) Price(in words)

Signature of Tenderer

SECTION VI – SAMPLE FORMS

PRICE SCHEDULE FOR GOODS OFFERED FROM WITHIN SOLOMON ISLANDS

Name of Supplier _____ Page _____ of _____

Tender Reference number _____

1	2	3	4	5
Item	Description	Quantity	Unit price per item	Total price per item

Total Price Delivery Duty Paid / Delivery at Place [*named destination*]
.....(in words)

Signature of Tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VI – SAMPLE FORMS

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

Date:

To: [name of Purchaser]

[address of Purchaser]

[name of Contract]

Dear Sirs;

In accordance with the payment provision included in the Special Conditions of Contract, to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with *[name of the Purchaser]*, The Solomon Islands Government (hereinafter called “the Purchaser”) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words in Solomon Islands Dollars]*.

We, the *[name of the bank]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words in Solomon Islands Dollars]*.

We further agree that no change or addition to or other modification of the terms of the supply of Goods to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification. This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal of the Bank

[name of Bank]

[address]

[date]

SECTION VI – SAMPLE FORMS

MANUFACTURER'S AUTHORISATION FORM

Date:

To: *[name of the Purchaser]*

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]*

I hereby authorise *[name and address of Agent]* to submit a Tender, and subsequently negotiate and sign the Contract with you against IFT No. *[reference of the Invitation to Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Tenderer in its Tender.

Qualification Information

TENDERER TO FILL IN THIS FORM:

Notes on Form of qualification Information

The information to be filled in by Tenderers in the following pages will be used for the purpose of post-qualification only. This information will not be incorporated in the Contract. Please attach additional pages, if necessary

1. For Individual Tenderers or Individual Members of Joint Ventures.

1.1 Constitution or legal status of Tenderer *[attach copy]*

Place of registration :

Principal place of business :

Power of attorney of signatory of Tenderer: *[attach original]*

1.2 Total annual volume of supplies made in the last two years, in SBD:

2021.

2022.

1.3 Supplies performed as prime Supplier on works of similar nature and volume over the last two years. The value should be indicated in the same currency used for Item 1.2 above. Also list details of supplies under way or committed, including expected completion date.

Procurement ID No.	Name of Purchaser	Type of goods supplied	Agreement date	Delivery completion date	Value of contract

1.4 Financial reports for the last two years: Any appropriate. List them below and attach copies.

.....
.....
.....
.....

1.5 Information on current litigation in which the Tenderer is involved.

Other party(ies)	Cause of dispute	Amount involved

2. Additional Requirements

2.1 Tenderers should provide any additional information required in the Bid Data Sheet.

.....

.....

.....

.....

.....

.....

<p style="text-align: center;">CHECKLIST</p> <p style="text-align: center;">Check that you have included all the documents in your tender here:</p> <p style="text-align: center;"><i>Send copies if required only, not originals.</i></p>			
1.	Tender Form	<i>Yes</i>	<i>No</i>
2.	Priced and Identified Schedule of Requirements being offered	<i>Yes</i>	<i>No</i>
3.	Detail of delivery dates	<i>Yes</i>	<i>No</i>
4.	Proof of Finance	<i>Yes</i>	<i>No</i>
5.	Company Registration	<i>Yes</i>	<i>No</i>
6.	Business License	<i>Yes</i>	<i>No</i>
7.	Experience	<i>Yes</i>	<i>No</i>