

**Standard Bidding Documents  
For  
Open Shopping (Goods)**

**April 2015**



Tuvalu

**INVITATION FOR BID**

**FOR**

*[Insert brief description of Goods]*

*[Insert date of invitation]*

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*[To users of this Standard Bidding Document:*

*Use only for Goods estimated to cost more than the threshold in the Public Procurement Regulations at which advertising of Bids is necessary and less than the threshold for Open Competitive Bidding.*

*Notes in blue italics in square brackets are for the user's guidance in completing the SBD and should be deleted before invitations are issued.*

*Notes in black italics in square brackets relate to contract award stage and should not be deleted until award is made.*

*Notes in black italics in round brackets are for the guidance of bidders and should not be deleted]*

*[This Invitation for Bid must be advertised in accordance with Regulation 37 of the Public Procurement Regulations]*

## **INVITATION FOR BID**

IFB No: OS/\_\_\_\_\_ *[insert]*

Date: \_\_\_\_\_ *[insert]*

1. The Government of Tuvalu wishes to enter into a contract for the supply and delivery *[add "and installation and testing services" if appropriate]* of *[briefly describe the goods]*, funded by its own resources. The *[insert name of department and ministry]*, hereinafter called the Purchaser, now invites quotations from eligible suppliers.
2. The contract completion date will be \_\_\_ calendar days/months *[delete as applicable]* after a contract is signed. *[Insert number of months if duration is 3 months or above, or number of calendar days if less than 3 months]*
3. The bidding documents may be inspected online at *[insert website address]* and will be electronically mailed to interested, eligible and qualified bidders free of charge upon application to the Purchaser by electronic mail at *[insert e-mail address]*.
4. To be eligible and qualified, a bidder must:
  - (a) be a legally registered entity in its country of incorporation;
  - (b) not be under notice of debarment by the Government of Tuvalu;
  - (c) have successfully completed at least two contracts for supply of similar goods in the preceding three years, each of not less than 50 per cent of the bid price for this contract; and
  - (d) have completed contracts in the preceding two years with a total cumulative value equal to at least two times the value of the bid price for this contract.
5. Documentary evidence of a bidder's compliance with 4 (a), (c) and (d) must be submitted with the bid.
6. Bids must be delivered to the address given below at or before *[insert date and time, 20 days from first date of advertisement]*. Late bids will be rejected. Bids will be opened in public at the address immediately after the closing time, in the presence of bidders' representatives. Members of the public may also attend.
7. All bids must be accompanied by a Bid Securing Declaration as described in the bidding documents. Any bid not so accompanied shall be rejected as non-responsive.

8. The Purchaser shall award the contract to the bidder that has submitted the lowest evaluated substantially responsive quotation, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

9. Bids must be submitted in hard copy at the following address:

*[Insert name of Purchaser, name of concerned officer, office address, and telephone and fax numbers.]*

10. The Government of Tuvalu will debar a company from bidding and executing any contract for a period of time it shall determine, if at any time it determines that the company has engaged in fraudulent or corrupt practices in competing for or in executing a contract.

11. Any party may lodge a complaint at any stage of the procurement process using the procedure described in Part 13 of the Public Procurement Regulations of Tuvalu.

## **SECTION 1: INSTRUCTIONS TO BIDDERS**

### **1. Goods**

1.1 The Purchaser invites bids for the supply of *[insert brief description and add "related services" such as installation, if required]* as described in these Bidding Documents. The successful bidder will be expected to deliver the Goods within the time allowed under the Conditions of Contract.

1.2 Goods may be sourced from any state or country except those with whom the Government of Tuvalu has officially prohibited commercial relations.

### **2. Contents of Bidding Documents**

2.1 The Bidding Documents comprise the following:

INVITATION FOR BID

SECTION 1:INSTRUCTIONS TO BIDDERS

SECTION 2:CONDITIONS OF CONTRACT

SECTION 3: TECHNICAL SPECIFICATION

SECTION 4: PRICE AND DELIVERY SCHEDULE

SECTION 5: DECLARATION ON ETHICAL CONDUCT

SECTION 6: BID SECURING DECLARATION

SECTION 7: BID SUBMISSION FORM

SECTION 8: FORM OF CONTRACT

### **3. Documents Comprising the Bid**

3.1 The bid shall comprise the following documents duly completed and signed by the bidder:

Bid Submission Form (Section 7)

Documentary evidence of compliance with Invitation for Bid clauses 4 (a), 4 (c) and 4 (d)

Technical Specifications, with Statement of Compliance (Section 3)

Technical evidence to support Statement of Compliance

Price and Delivery Schedule (Section 4)

Declaration on Ethical Conduct (Section 5)

Bid Securing Declaration (Section 6).

#### **4. Eligibility and Qualifications of Bidders**

4.1 To be eligible and qualified, a bidder must:

- (a) not be under notice of debarment by the Government of Tuvalu;
- (b) have successfully completed at least two contracts for supply of similar goods in the preceding three years, each of not less than 50 per cent of the bid price for this contract; and
- (c) have completed contracts in the preceding two years with a total cumulative value equal to at least two times the value of the bid price for this contract.

#### **5. Language of Bid**

5.1 Bids shall be submitted in the English language including all technical documents supporting the Statement of Compliance.

#### **6. Currency and Pricing of Bid**

6.1 All prices shall be quoted in Australian dollars (AUD) for the Goods delivered to the final destination of the Port of Funafuti, Tuvalu. Prices shall be inclusive of all shipping costs, taxes and duties, **treatment for the prevention of the introduction or spread of diseases or pests (see GCC Clause 37.1)**, insurance at full replacement value until acceptance, and any other incidental costs. Bidders should note the current rate of tax and duty is 0%. The prices shall be fixed price for the duration of the contract.

#### **7. Sealing of Bids**

7.1 The bidder shall prepare one original of the documents comprising the bid as described in Clause 3 of these Instructions and clearly marked "Original". In addition, the Bidder shall submit two copies, each of which shall be clearly marked as "COPY". In the event of discrepancy between them the original shall prevail. The original and each copy of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All the pages of the bid where entries or amendments or corrections have been made shall be initialled by the person or persons signing the bid. The original and each copy of the bid shall be sealed in separate envelopes, marked as "ORIGINAL" and "COPY" with all three envelopes placed into one outer envelope. The inner and the outer envelopes shall be addressed to the Purchaser at the address provided in the Invitation to Bid. The outer envelope shall carry a warning not to open before the specified time and date for bid opening as defined in Clause \_ of these Instructions. If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid and its consequent rejection. The inner envelopes only shall indicate the name and full address of the bidder.

## **8. Submission of Bids**

8.1 Bids shall be delivered to the Purchaser no later than *[insert date and time, 20 days from first date if advertisement]* at the address given in paragraph 10 of the Invitation for Bids. Any bid received by the Purchaser after the deadline shall be rejected and returned unopened to the bidder.

## **9. Bid Evaluation Criteria**

9.1 The Purchaser shall award the contract to the bidder that has submitted the lowest evaluated substantially responsive bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. In evaluating the Bids, the Purchaser will correct any arithmetic errors as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words shall prevail;
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall prevail;

9.2 If a bidder refuses to accept a correction, its bid shall be rejected and the Bid Securing Declaration executed.

## **10. Purchaser's Rights**

10.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process at any time prior to issue of the Letter of Award, without incurring any liability to any bidder or any obligation to inform the affected bidders of the grounds for the Purchaser' decision.

10.2 The Purchaser reserves the right to inspect and audit any and all records of bidders relating both to the preparation of bids and execution of the contract by the winning bidder.

## **11. Notification of Award and Signing of Contract**

11.1 The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the bid, by facsimile or registered or hand delivered letter. The written notification of award will constitute the formation of the Contract. In the event that no notification of award is issued the signature of the Contract by the Purchaser and Bidder shall constitute the formation of the Contract.

## **12. Publication of Award**

12.1 After a contract has been awarded, the Purchaser shall publish the names of the successful and unsuccessful bidders on the Government website and public notice board in the Government Offices. The Purchaser shall also notify in writing all participating bidders the name of the successful bidder.



### **13. Debriefing**

13.1 After publication of the award of contract, an unsuccessful bidder has the right to request a debriefing to ascertain why its bid was unsuccessful and the Purchaser shall provide a debriefing. No commercial confidences shall be breached and no detailed information concerning other bids will be disclosed other than the information already read out at bid opening.

### **14. Complaints**

14.1 A complaint may be made by any party at any stage of the procurement process. Complaints received during the bid evaluation process will be reviewed by the Purchaser and a response issued only after the evaluation is completed. Complaints shall be made, and will be received and attended to, in accordance with the procedure defined in Part 13 of the Public Procurement Regulations of Tuvalu.

### **15. Fraud and Corruption**

15.1 The Government of Tuvalu has a policy of zero tolerance of fraud and corruption and shall reject a proposal for award of a contract, or cancel a contract already awarded, if it determines that the bidder or contractor concerned, or any of its personnel, agents, sub-consultants, subcontractors, non-consulting service providers, and suppliers has directly or indirectly engaged in fraud and corruption in securing a contract or implementing the contract. The bidder or contractor concerned shall be liable to debarment from all future Government contracts for a period stated in the Procurement Suspension and Debarment Procedure issued by the Central Procurement Unit.

15.2 All bidders are required to sign the Declaration on Ethical Conduct at Section 5 of these Instructions to Bidders and attach it to their bid. The Declaration will form part of the Contract awarded to the successful bidder.

### **16. Validity of Bid**

16.1 Bids shall remain valid for acceptance for 45 calendar days after the closing date for submission to the Purchaser.

## SECTION 2: CONDITIONS OF CONTRACT

1. General Provisions
  - 1.1 The Supplier confirms that he has examined, read and fully understood all the Contract Documents, comprising:
    - Bid Submission Form
    - Price and Delivery Schedule
    - Form of Contract
    - Conditions of Contract
    - Technical Specifications
    - Declaration on Ethical Conduct
    - Bid Securing Declaration
  - 1.2 The Contract shall be amended only by written agreement between the Purchaser and the Supplier.
  - 1.3 This Contract shall be subject to the laws of Tuvalu. Every effort shall be made to resolve disputes amicably without referral to third parties. Any dispute that cannot be resolved amicably shall be referred to arbitration under procedures described in the Arbitration Act, 2008 Revised Edition.
2. Purchaser's and Supplier's Obligations
  - 2.1 The Purchaser shall pay the Supplier the Contract price of AUD *[Insert amount in words and figures before the contract is signed]* for the full delivery of the goods *[add "and installation and testing services" if required]* listed in the Price and Delivery Schedule.
  - 2.2 The Supplier shall supply the goods *[add "and installation and testing services" if required]* listed in the Price and Delivery Schedule at the final destination on or before the delivery date. The goods shall conform to the standards in the Technical Specification and the Supplier shall be responsible for insuring the Goods against all risks of loss and damage from source of manufacture or purchase to the final destination.
  - 2.3 The Purchaser has the right to reduce the payment to the Supplier by 0.1% of the Contract price for each day of delay beyond the contracted completion date. The reduction is up to a maximum of 10%, after which the Purchaser has the right to terminate the contract.

- 2.4 If Force Majeure makes completion of the contract impossible, the Supplier may ask the Purchaser to be released from the Contract.
- 2.5 The Supplier guarantees that all goods supplied will be new and unused and carry a warranty for the duration specified in the Bid Submission Form. Throughout the Contract and warranty period, the Supplier agrees to make good, at its own expense, any defect that is due to the quality of materials or workmanship.
- 2.6 The Supplier guarantees that all goods supplied will be new and unused and carry a warranty of \_\_\_ months *[insert warranty period required]* starting from the acceptance date of the goods in Tuvalu. The Supplier agrees to make good, at its own expense, any defect that appears during that time due to quality of materials or workmanship. The Supplier shall submit a warranty certificate issued by the manufacturer of the goods supplied, valid for the period specified above.
- 2.7 The goods shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery at the final destination. The all risks insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from the source of manufacture or purchase to the final destination.
3. Risk and Title 3.1 Risk and title of the goods shall pass to the Purchaser upon delivery to and acceptance of the goods at the final destination in Tuvalu.
4. Payment Provisions 4.1 *[Insert payment schedule]*
- 4.2 The Purchaser shall make payments within 30 days of receipt of the Supplier's invoices provided that the conditions for payment in Clause 4.1 have been met.
- 4.3 The Purchaser shall pay interest to the Supplier on any payment that is due and is delayed more than one (1) calendar month beyond the 30 day payment period. The rate of interest shall be 1% per complete calendar month of delay.
5. Termination 5.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or insolvent. In this event, the termination will be without compensation to the Supplier.
- 5.2 The Purchaser may at any time terminate the Contract

in whole or in part for its convenience, by giving written notice to the Supplier. In this event, the goods that are complete and ready for transportation to the final destination within fourteen calendar days after the Supplier's receipt of the notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

6. Fumigation
- 6.1 The Quarantine Act (2008 Revised Edition) and the Plants Act (2008 Revised Edition) and their supporting Regulations, require that certain goods are treated for the prevention of the introduction or spread of diseases or pests. The Purchaser shall apply for an Import Permit for such goods, which will specify the treatment required, usually fumigation. The Import Permit will be given to the Supplier, who shall be responsible for ensuring that treatment is carried out in accordance with the conditions stated on the Import Permit, including the provision of a Fumigation Certificate by the fumigator and an Inspection Certificate by the quarantine authorities at the port where fumigation is carried out. Upon arrival at the Port of Funafuti, Tuvalu, the Fumigation Certificate and Inspection Certificate shall be presented to the authorities with the shipping documents. All costs incurred in complying with this Clause are deemed to be included in the Supplier's prices.

**SECTION 3: TECHNICAL SPECIFICATION**

*[A detailed and precise specification for the required goods is a prerequisite for bidders to respond realistically and competitively to the requirements of the Purchaser. The specification must be drafted to permit the widest possible competition while presenting a clear statement of the required standards of workmanship and performance of the goods (and services if any) to be procured. The specification shall require that the manufactured Goods, and all the parts incorporated therein, be new and unused.]*

*[The Purchaser shall enter the item-by-item specification in the "REQUIRED" column of the table below. The "OFFERED" column shall be left blank for the bidders to complete.]*

<b>Item</b>	<b>Goods/Services REQUIRED</b>	<b>Goods/Services OFFERED <sup>1/</sup></b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

<sup>1/</sup> Bidders shall enter "comply" if their offer exactly matches the requirement. Otherwise they shall describe the item offered and highlight the differences with the required specification.

*[If drawings are required to enhance the Technical Specification, provide a list of drawings included in the bidding documents here.]*

List of Drawings

*[The drawings should either be included after this page, if their size permits, or grouped in a separate folder attached at the end of the bidding document.]*

**SECTION 4: PRICE AND DELIVERY SCHEDULE**

*[The procuring entity must complete columns 1 to 5 inclusive]  
 (Bidders must complete columns 6 and 7)*

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Item</b>	<b>Description of Goods/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Delivery Period</b> <small>(maximum days from start of contract)</small>	<b>Rate (AUD)</b>	<b>Amount (AUD)</b> <small>(3 × 6)</small>
<b>Total FOB Amount</b>						
<b>Documentation and Other Charges (if applicable)</b>						
<b>Freight, Shipping and Insurance to Funafuti (if applicable)</b>						
<b>Total Cost CIF Funafuti</b>						

*(Bidders may add extra rows in the table if required)*

## SECTION 5: DECLARATION ON ETHICAL CONDUCT

*(The Bidder shall sign and date this form)*

Date: \_\_\_\_\_

The undersigned, as the authorised representative of the Bidder, confirms that in the preparation of our bid:

1. We, our employees, associates, agents, shareholders, partners and consultants, or their relatives or associates:
  - (a) have no relationship that could be regarded as a conflict of interest as defined in regulation 71 of the Public Procurement Regulations of Tuvalu; should we become aware of the potential for a conflict of interest, we will advise the Purchaser immediately;
  - (b) have not entered into any corrupt or fraudulent practices during the preparation of this bid.
2. No unauthorised payments in cash or in kind in connection with this procurement proceeding have been made or will be made by us, our employees, associates, agents, shareholders, partners and consultants, or by their relatives or associates, to any employees, associates, agents, partners or consultants of the Purchaser, or to their relatives and associates.
3. We understand that if we are found to be in breach of this Declaration, we shall be debarred from any contracts with the Government of Tuvalu for a period stated in the Procurement Suspension and Debarment Procedure issued by the Central Procurement Unit.

Authorised signature: \_\_\_\_\_

Name and job title: \_\_\_\_\_

Name and address of Bidder: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Affix company seal:

**SECTION 6: BID SECURING DECLARATION**

*(The Bidder shall complete, sign and date this form)*

Date: \_\_\_\_\_

Name of contract: \_\_\_\_\_

Contract Identification No: \_\_\_\_\_

Invitation for Bid No: \_\_\_\_\_

To: *(name and address of Purchaser)*

We, the undersigned, declare that:

1. We understand that this bid must be supported by a Bid Securing Declaration.
2. We accept that, if we are in breach of our obligations under the bidding conditions, we shall be debarred from bidding for any contract with the Government of Tuvalu for a period that it may determine, starting from the date when the Purchaser executes this Declaration. The Government of Tuvalu can debar us if we:
  - (a) withdraw our Bid during the period of bid validity specified in the Bid Submission Form; or
  - (b) do not accept the correction of mathematical errors in accordance with the Instructions to Bidders; or
  - (c) fail or refuse to execute the Form of Contract during the period of bid validity, having been notified of the acceptance of our Bid by the Purchaser.
3. If we are not named as the successful bidder, we understand that this Bid Securing Declaration shall expire 30 calendar days after the expiry of the validity of our Bid.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners in the Joint Venture, as named in our bid.

Signed: \_\_\_\_\_ Print name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_ *(insert job title)*

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_ *(name of company or joint venture)*

Dated on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_



## SECTION 7: BID SUBMISSION FORM

*(Reproduce on Bidding Company’s Letter Heading)*

To: *(insert name of Purchaser – see Section 1)*  
Offices of the Government of Tuvalu  
Vaiaku  
Funafuti  
Tuvalu

IFB No: OS/\_\_\_\_\_ *(insert number – see Section 1)*

Date: \_\_\_\_\_

In conformity with the Bidding Documents and in accordance with the Price and Delivery Schedule therein, we offer to supply *(insert a brief description of the Goods – add services if specified)*. The total price of our Bid, including any discounts offered, is *(insert AUD amount in words and figures)*.

This bid and your written acceptance will constitute a binding contract between us until the Form of Contract is signed. We understand that you are not bound to accept the lowest or any bid you receive.

We hereby confirm that this bid will remain valid for 45 calendar days after the deadline for submission of bids.

We note and accept without reservation the Government’s right to audit and inspect any and all records relating both to the preparation of our bid, and if our bid is successful, the execution of the resulting contract.

Signed: \_\_\_\_\_ Print name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_ *(insert job title)*

Name and address of bidder: \_\_\_\_\_

\_\_\_\_\_

Affix company seal:

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## SECTION 8: FORM OF CONTRACT

*[The Purchaser shall complete this form before signing by both parties]*

### AGREEMENT

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between *[insert name and address of Purchaser]*, hereinafter called the Purchaser, and *[insert name and address of Supplier]*, hereinafter called the Supplier.

**Whereas** the Purchaser invited bids for *[insert brief description of Goods – add services if required]* and has accepted a Bid by the Supplier for the supply of those Goods *[add "and services" if required]* in the sum of *[insert Contract Price in Australian Dollars in words and figures]* (hereinafter called "the Contract Price").

#### **Now this Agreement witnesses as follows:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. The following documents shall constitute the Contract between the Purchaser and Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Conditions of Contract
  - (c) Technical Specification
  - (d) Priced Delivery Schedule
  - (e) Bid Submission Form
  - (f) Purchaser's Notification of Award
  - (g) Declaration on Ethical Conduct
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Contract in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the Contract the Contract Price or such other

sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**In Witness** whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

For and on behalf of the Purchaser

\_\_\_\_\_  
*[signed]*

in the capacity of: *[insert title or designation and affix official Seal]*

in the presence of: *[insert name, title and signature of official witness]*

For and on behalf of the Supplier

\_\_\_\_\_  
*[signed by authorized representative of the Supplier]*

in the capacity of: *[insert title or designation and affix official Seal]*

in the presence of: *[insert name, title and signature of official witness]*