



Regional Integrated Multi-Hazard Early Warning System

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Standard Request for Bid (RFB) Document for Procurement of Goods

International Competitive Bidding

August 2023

PREFACE

This Standard Request for Bid (RFB) has been prepared by the Regional Integrated Multi- Hazard Early Warning System (RIMES) for use by RIMES in the procurement of goods through National, International Competitive Bidding (NCB & ICB), required for use in the projects executed and managed by RIMES, financed by various international organizations, Multilateral Development Banks and other international governments funding the operations of RIMES for specific projects.

List of Abbreviations

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| Chap | Chapter |
| FY | Financial Year |
| GCC | General Conditions of Contract |
| ICB | International Competitive Bidding |
| IFB | Invitation for Bids |
| ITB | Instruction to Bidders |
| JV | Joint Venture, Consortium, or Association |
| NCB | National Competitive Bidding |
| RIMES | Regional Integrated Multi- Hazard Early Warning Systems |
| SCC | Special Conditions of Contract |
| RFB | Request for Bid (Bidding Document) |
| BDS | Bid Data Sheet |

Guidance Notes on the Use of this Standard Request for Bid Document

RIMES have prepared these guidance notes to assist the Procurement Units at both the regional office as well as in individual country offices of RIMES and the Bidders to understand the content and the provisions of the Standard RFB Document for Procurement of Goods using both National and International Competitive Bidding methods.

This Standard RFB applies when a pre-qualification process has or has not taken place. This document shall be used when the procurement unit (RIMES regional and country office) wishes to select a supplier for the supply of goods with or without installation.

The Standard RFB is divided into three parts and has ten (10) sections, of which **Section II- Instruction to Bidders** and **Section VIII-General Conditions of Contract** - *must not be altered or modified under any circumstances*.

Specific needs of each procurement must be addressed through the information provided under **Section III – Bidding Data Sheet** and **Section IX-Special Conditions of Contract** as well as in the detailed requirements of the procurement under **Section VII- Schedule of Requirements**.

When properly completed, this Standard RFB will provide all the information that a Bidder needs to prepare and submit a bid. This should also provide a sound basis on which RIMES can fairly, transparently, and accurately carry out an evaluation process on the bids submitted by the bidders.

Parts and Sections of the Standard RFB and how RIMES procurement unit should use them when preparing a particular bid document for supply of Goods are described hereunder.

PART 1 – BIDDING PROCEDURES

Section I. Invitation for Bid

This section provides relevant information that enables potential bidders to decide whether to participate in the Bidding process. The Invitation for Bids (IFB) shall include specific details such as scope of service to be provided and deadline for bid submission. Likewise, information on how the bidding document is to be obtained by prospective bidders and the minimum level of experience required by bidders to be eligible should be furnished in the IFB. The final document should contain neither blank spaces nor options.

Section II. Instructions to Bidders (ITB)

This Section provides information to help bidders to prepare responsive bids. It provides information on content of the bid document, preparation, and submission of bids, opening and evaluation of bids, the award of contract and on submitting complaints regarding the bid process. *This Section contains provisions that are to be used without modification*. The Instructions to Bidders will not be part of the Contract and will cease to have effect once the Contract is signed.

Section III. Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement **Section II (Instructions to Bidders)**. Amendments, if any, to the **ITB** should be made through the **BDS**. If duplication of a subject is inevitable in the different sections of the document, care must be exercised to avoid contradiction between clauses dealing with the same matter. All italicized spaces in the **BDS** should be filled out by the RIMES Procurement Unit prior to issuance of the Bidding documents. *No entry should be made in the BDS if it is not cross-referenced in the ITB.*

Section IV. Qualifications and Evaluation Criteria

This Section specifies the criteria to be used in the evaluation of bids to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section V. Bidding Forms

This Section includes the forms for the bid submission, Price Schedules, Bid Security/ Securing Declaration, and the Manufacturer's Authorization to be completed and Submitted by the Bidder as part of its bid. This section also contains the undertaking to be made by each Bidder on Prevention of Corruption and Fraud in compliance with the RIMES policy on Prevention of Corruption and Fraud.

Section VI. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 – RIMES REQUIREMENTS**Section VII. Schedule of Requirements**

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**Section VIII. General Conditions of Contract (GCC)**

This Section contains the general clauses to be applied to all contracts. The General Conditions of Contract (GCC) form a complete document expressing all the rights and obligations of the parties during the execution of the contract. *The text of the clauses in this Section shall not be modified.*

Section IX. Special Conditions of Contract (SCC)

This Section contains information specific to each contract that modifies or supplement **Section VIII – General Conditions of Contract**. All italicized spaces in the SCC should be filled out by the RIMES Procurement Unit prior to issuance of the Bidding document. *No entry should be made in the SCC if it is not cross referenced in the GCC.*

Section X. Contract Forms

This Section contains forms which, once completed and submitted, will form part of the Contract. The forms for Performance Security or Securing Declaration shall be completed and submitted by the successful Bidder before signing of the contract, and when advance payment is required, Advance Payment Security shall be completed and submitted after contract signature. This section also contains the Notice of Intention to Award the Contract, which shall not form part of the contract.

PART 1 – BIDDING PROCEDURES



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SECTION I: INVITATION FOR BIDS

Bid No. RFB-001-2023

For the Procurement of Services for the

Supply and Installation of, and Training on Wave and Tide Monitoring and Near-Shore Survey Equipment for Timor-Leste

Under the Project: Enhancing Early Warning Systems to Build Greater Resilience to Hydro-Meteorological Hazards in Timor-Leste

Invitation for Bids

Date: 21st August 2023

1. This Invitation for Bids follows the General Procurement Notice for the Project mentioned above which appeared in the Green Climate Fund's (GCF) website¹ dated 23 November 2021.
2. The Regional Integrated Multi Hazard Early Warning System (RIMES) has received a grant from the Green Climate Fund (GCF) towards the implementation of *Enhancing Early Warning Systems to Build Greater Resilience to Hydro-Meteorological Hazards in Timor-Leste*, and it intends to apply part of the proceeds of this grant to cover eligible payments under the contract for the Supply and Installation of, and Training on Wave and Tide Monitoring and Near-Shore Survey Equipment for Timor-Leste.
3. RIMES now invites bids from eligible suppliers of **Wave Buoy and Tide Monitoring and Near-Shore Survey Equipment** for supply at **Timor Leste**.
4. Interested eligible bidders may obtain further information from www.rimes.int and request for the Bidding document by sending an email to rimesprocurement@rimes.int.

¹ The 'Enhancing Early Warning Systems to build greater resilience to hydro- meteorological hazards in Timor-Leste' is a USD 21.7 million project, led by the United Nations Environment Programme (UNEP) and funded by the Green Climate Fund (GCF), to establish integrated climate information services covering oceans and impact-based Multi- Hazard Early Warning System (MHEWS) for sectors (including health, agriculture, disaster risk reduction, water and environmental management) and communities in Timor-Leste.

5. All bids must be accompanied by a Bid Security in an acceptable form in the amount of USD 3,000 or equivalent in local currency or any other freely convertible currency.

or

All bids must be accompanied by a Bid Securing Declaration in the format provided in the Bidding document.

6. All bids must be properly filled in and submitted at The Regional Integrated Multi-Hazard Early Warning System for Africa and Asia (RIMES) 2nd Floor, Outreach Building, Asian Institute of Technology Campus, Klong Nung, Klong Luang, Pathumthani 12120, Thailand on or before **25th September 2023 12:00 Hrs.** Bids will be opened promptly thereafter. No electronic bids are acceptable.
7. Late bids received after the above-mentioned date and time will not be accepted under any circumstances.

Enhancing Early Warning Systems to Build Greater Resilience
to Hydro-Meteorological Hazards in Timor-Leste

The Regional Integrated Multi-Hazard Early Warning System for Africa and
Asia (RIMES)

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SECTION II: INSTRUCTION TO BIDDERS (ITB)

TABLE OF CONTENTS

| | |
|--|-----------|
| A. INTRODUCTION | 13 |
| 1. Scope of Bid and Bidding Method | 13 |
| 2. Source of Funds and Financing Institution | 13 |
| 3. Eligible Bidders | 13 |
| 4. Eligible Goods and Related Services | 16 |
| 5. One Bid per Bidder | 16 |
| 6. Cost of Bidding | 17 |
| B. BIDDING DOCUMENTS | 17 |
| 7. Content of Bidding Documents | 17 |
| 8. Clarification of Bidding Documents | 18 |
| 9. Amendment of Bidding Documents | 18 |
| C. PREPARATION OF BIDS | 18 |
| 10. Language of Bid | 18 |
| 11. Documents and Samples Constituting the Bid | 18 |
| 12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents | 20 |
| 13. Documents Establishing Eligibility and Qualification of a Bidder | 21 |
| 14. Form of Bid | 21 |
| 15. Bid Prices | 21 |
| 16. Bid Currencies | 24 |
| 17. Bid Validity Period | 24 |
| 18. Bid Security or Bid Securing Declaration | 25 |
| 19. Alternative Bids by Bidders | 27 |
| 20. Format and Signing of Bid | 27 |
| D. SUBMISSION OF BIDS | 28 |
| 21. Submission of Bids | 28 |
| 22. Deadline for Submission of Bids | 28 |
| 23. Late Bids | 29 |
| 24. Modification, Substitution and Withdrawal of Bids | 29 |
| E. OPENING AND EVALUATION OF BIDS | 29 |
| 25. Opening of Bids | 29 |
| 26. Confidentiality | 29 |
| 27. Clarification of Bids | 30 |
| 28. Preliminary Examination of Bids | 30 |
| 29. Technical Evaluation | 32 |
| 30. Correction of Errors | 33 |
| 31. Conversion to Single Currency | 33 |
| 32. Commercial Evaluation of Bids | 33 |
| 33. Determination of Lowest Evaluated Bid | 35 |
| 34. Post-qualification of Bidder | 35 |

| | |
|---|-----------|
| F. AWARD OF CONTRACT | 36 |
| 35. Criteria of Award | 36 |
| 36. Negotiations | 37 |
| 37. RIMES Right to Accept any Bid and to Reject any or All Bids | 37 |
| 38. RIMES Right to Vary Quantities at the Time of Award | 38 |
| 39. Notification of Award | 38 |
| 40. Performance Security | 38 |
| 41. Signing of Contract | 39 |
| 42. Advance Payment | 39 |
| 43. Fraudulent, Corrupt, Coercive or Obstructive Practices | 39 |
| G. REVIEW OF PROCUREMENT DECISIONS | 40 |
| 44. Right to Review | 40 |
| 45. Time Limit on Review | 41 |
| 46. Submission of Applications for Review | 41 |
| 47. Decision by the RIMES Procurement Complaint Committee | 41 |
| 48. Review by the Procurement Appeals Committee | 42 |

A. INTRODUCTION

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| 1. | Scope of Bid and Bidding Method | 1.1 | RIMES through the project named in the BDS invites bids for the supply of Goods as specified in the BDS and Section VII - Technical Specification . The successful Bidder will be expected to supply the goods within the period stated in the BDS from the start date specified in the BDS . The duration of the Contract shall be as specified in the BDS . |
| | | 1.2 | Bidding will be conducted through the method of procurement indicated in BDS and is open to all Bidders who meet the eligibility criteria stated in Instructions to ITB 3 [Eligible Bidders]. |
| | | 1.3 | Unless otherwise stated, throughout this Bidding document definitions and interpretations shall be as prescribed in General Condition of Contract (GCC) |
| 2. | Source of Funds and Financing Institution | 2.1 | RIMES through the project named in the BDS has received a grant from the financing institution named in the BDS towards the cost of the project, and it intends to apply part of the proceeds of this grant to payments under the contract described in the BDS . |
| | | 2.2 | Payments will be made directly by RIMES for each order/contract and will be subject in all respects to the terms and conditions of the resulting contract placed by RIMES. |
| 3. | Eligible Bidders | 3.1 | The Invitation for Bids (IFB) is open to all Bidders except where it is specified in the BDS . A Bidder may be natural persons, companies or firms or public or semi-public agencies of any country, subject to ITB 3.5 or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (hereinafter referred to as JV). |
| | | 3.2 | In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the contract terms. The JV shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the |

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| | | | Contract, during contract execution. Unless specified in the BDS , there is no limit on the number of members in a JV. |
| | | 3.3 | The appointment of Lead Member in the JV shall be confirmed by submission of a valid Power of Attorney to RIMES. |
| | | 3.4 | Any agreement that forms a JV shall be required to be submitted as part of the bid and shall be attested. |
| | | 3.5 | Any bid from a JV shall indicate the part of proposed contract to be performed by each party, and each party shall be evaluated or post-qualified with respect to its contribution only and the responsibilities of each party, and shall not be substantially altered without prior written approval of RIMES. |
| | | 3.6. | Bidders shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in their respective country. Evidence of such registration shall be submitted along with the bid. |
| | | 3.7 | <p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly, or indirectly with a firm or any of its affiliates which have been engaged by RIMES to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, which put them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of RIMES regarding this bidding process; or f) submit more than one bid in this bidding process, or as bidders and subcontractors simultaneously. However, this does not limit the participation of subcontractors in more than one bid: or |

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| | | | g) participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid. |
| | | 3.8 | <p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> a) the bidder is declared bankrupt or, in the case of company or firm, insolvent; b) payments in favor of the bidder are suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with their country's national law, in the total or partial loss of the right to administer and dispose of its property; c) legal proceedings are instituted against such bidder involving an order suspending payments and which may result, in accordance with their country's national law, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; d) the bidder is convicted, by a final judgment, of any offense involving professional conduct; e) the Bidder is debarred and blacklisted in accordance with policies of the financing institution mentioned in the BDS or appears in the debarred and cross-debarred list of the United Nations or ineligible from participating in procurement for corrupt, coercive, fraudulent or obstructive practices, failure to abide with a Bid Securing Declaration, breach of a procurement contract, making false representation about his qualifications during bid proceeding or other grounds as may be deemed necessary by RIMES; or f) the Bidder is from ineligible country as specified under Section VI [Ineligible Country] of this Bidding document. |
| | | 3.9 | Public or semi-public owned enterprises of any country may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of their respective Government and are registered by the relevant registration boards or authorities in their country of registration. |
| | | 3.10 | Bidders shall provide to RIMES evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively. |
| | | 3.11 | Bidders shall provide such evidence of their continued eligibility satisfactory to RIMES, as RIMES shall reasonably request. |
| | | 3.12 | Bidders shall submit proposals relating to the nature, |

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| | | | conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent (10%) of the bid price is envisaged. |
| 4. | Eligible Goods and Related Services | 4.1 | All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and related services. |
| | | 4.2 | For the purposes of this Clause, the term “goods” includes equipment, and “related services” include services such as transportation, insurance, installation, commissioning, and training. |
| | | 4.3 | For purposes of this Clause, “origin” means the place where the goods are produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied. |
| | | 4.4 | The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin. |
| | | 4.5 | To establish the eligibility of the supplies and the related services, bidders shall fill the country-of-origin declarations included in the Form of Bid. |
| | | 4.6 | If so required in the BDS , the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to supply to RIMES the goods indicated in its Bid. |
| 5. | One Bid per Bidder | 5.1 | A Bidder shall submit only one bid, in the same bidding process, either individually or as a partner in a JV. |
| | | 5.2 | No Bidder can be a subcontractor while submitting a bid individually or as a partner of a JV in the same bidding process. |
| | | 5.3 | A Bidder, if acting in the capacity of subcontractor in any bid, may participate in more than one bid but only in that capacity. |
| | | 5.4 | A Bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the bids in which the Bidder has participated to be disqualified. |

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| 6. | Cost of Bidding | 6.1 | The Bidder shall bear all costs associated with the preparation and submission of its bid, and RIMES shall in no case be responsible or liable for those costs. |
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B. BIDDING DOCUMENTS

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| 7. | Content of Bidding Documents | 7.1 | <p>The goods required, bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 [Amendment of Bidding Documents] include:</p> <p>PART 1: BIDDING PROCEDURES</p> <p>Section II Instructions to Bidders (ITB).</p> <p>Section III Bid Data Sheet (BDS).</p> <p>Section IV Qualification and Evaluation Criteria.</p> <p>Section V Bidding Forms.</p> <p>Section VI Eligible Countries.</p> <p>PART 2: RIMES REQUIREMENTS</p> <p>Section VII Schedule of Requirements.</p> <p>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS</p> <p>Section VIII General Conditions of Contract (GCC).</p> <p>Section IX Special Conditions of Contract (SCC).</p> <p>Section X Contract Forms.</p> |
| | | 7.2 | The Invitation for Bids (IFB) (Section I) issued by the RIMES is not part of the Bidding Documents and is included as reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in ITB 7.1 above, the said Bidding Documents will take precedence. |
| | | 7.3 | RIMES is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from RIMES or from RIMES website. |
| | | 7.4 | 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. |

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| 8. | Clarification of Bidding Documents | 8.1 | A prospective Bidder requiring any clarification of the Bidding Documents may notify RIMES <i>not later than seven (7) days prior to the deadline for the submission of bids</i> prescribed in ITB 22.1 [Deadline for Submission of Bids] . |
| | | 8.2 | RIMES will, within three (3) working days after receiving the request for clarification, respond and publish responses through email provided that such request is received within the time prescribed in ITB 8.1 . The response shall include a description of the inquiry, but without identifying its source. |
| | | 8.3 | Should RIMES deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9 [Amendment of Bidding Documents] . |
| 9. | Amendment of Bidding Documents | 9.1 | Before the deadline for submission of bids, RIMES, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by issuing addenda. |
| | | 9.2 | Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 [Content of Bidding Documents] and shall be communicated through email to the participating Bidders. It shall be made available on the RIMES website for download by the Bidders. |
| | | 9.3 | To allow prospective Bidders reasonable time to take an addendum into account when preparing their bids, RIMES, at its discretion, may extend the deadline for the submission of bids, pursuant to ITB 22.2 [Deadline for Submission of Bids] . |

C. PREPARATION OF BIDS

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| 10. | Language of Bid | 10.1 | <p>The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and RIMES shall be written in the language specified in the BDS.</p> <p>Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the Language of the Bid, in which case, for purposes of interpretation of the Bid, the translation shall govern.</p> |
| 11. | Documents and Sample(s) Constituting the Bid | 11.1 | <p>The Bid prepared by the Bidder shall constitute the following components:</p> <p>a) Form of Bid and a Price Schedule completed in accordance with ITB14 [Form of Bid], ITB15</p> |

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| | | | <p>[Bid Prices], and ITB16 [Bid Currencies];</p> <p>b) Sample(s) if requested in the BDS;</p> <p>c) Documentary evidence established in accordance with ITB13 [Documents Establishing Eligibility and Qualification of the Bidder] that the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted;</p> |
| | | | <p>d) Documentary evidence established in accordance with ITB13.3 (a) that the Bid has been authorized by the manufacturer to supply the goods to RIMES, where required and where the supplier is not the manufacturer of those goods.</p> <p>e) Documentary evidence established in accordance with ITB12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents] that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents.</p> <p>f) Bid security or Bid Securing Declaration furnished in accordance with ITB18 [Bid Security or Bid Securing Declaration];</p> <p>g) Duly Notarized Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB20.2 [Format and Signing of Bids] and</p> <p>h) Any other document, other than the documents under ITB11.1 (a) – (g) above, required to be completed and submitted by Bidders, as specified in the BDS.</p> |
| | | 11.2 | <p>(a) Where a sample(s) is required by RIMES, the sample shall be:</p> <p>(i) Physically submitted as part of the bid, in the quantities, sizes and other details requested in the IFB;</p> <p>(ii) Carriage paid;</p> <p>(iii) Received on, or before, the closing time and date for the submission of bids and at the address shown in the BDS; and</p> <p>(iv) Evaluated to determine compliance with all characteristics listed in the BDS.</p> <p>(b) and RIMES shall reject the bid if the sample(s) does not conform to all characteristics prescribed in the Bidding documents and are not submitted within the specified time; and shall retain the sample(s) of the successful Bidder.</p> |
| | | 11.3 | Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article |

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| | | | is displayed only as an example of the type or quality |
| | | | of the goods being bid for and that competition shall not thereby be limited to that article only. |
| | | 11.4 | Samples made up from materials supplied by RIMES shall not be returned to a Bidder nor shall RIMES be liable for the cost of making them. |
| | | 11.5 | All samples produced from materials belonging to an unsuccessful Bidder which are not claimed by the Bidder within a period of thirty (30) days from the date of award of contract shall be the property of RIMES and shall dispose them in such a manner as it may so decide. |
| 12. | Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents | 12.1 | Pursuant to ITB11 [Documents and Sample(s) Constituting the Bid] , the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the Contract. |
| | | 12.2 | The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment. |
| | | 12.3 | The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> a) a detailed description of the essential technical and performance characteristics of the Goods. b) an item-by-item commentary on RIMES' Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. c) any other procurement- specific documentation requirement as stated in the BDS. |
| | | 12.4 | The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by RIMES. |
| | | 12.5 | For purposes of the commentary to be furnished pursuant to ITB 12.3(b) above, the Bidder shall note that Standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by RIMES in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute |

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| | | | alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to RIMES' satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications. |
| | | 12.6 | The required documents and other accompanying documents must be in the language of the bid. In case any other language than language of the bid is used, the pertinent translation into the language of the bid shall be attached to the original version. |
| 13. | Documents Establishing Eligibility and Qualification of a Bidder | 13.1 | Pursuant to ITB11 [Documents and Sample(s) Constituting the Bid] , the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. |
| | | 13.2 | The documentary evidence of the Bidder's eligibility to bid shall establish to RIMES' satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB4 [Eligible Goods and Related Services] . |
| | | 13.3 | The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to RIMES' satisfaction that: <ul style="list-style-type: none"> a) in the case of a Bidder offering to supply 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 the goods to RIMES. b) the Bidder is or will be (if awarded the contract) represented by an Agent able to carry out maintenance, repair, and spare parts stocking obligations prescribed in the GCC and/or Technical Specifications on behalf of the Supplier. c) the Bidder meets each of the qualification criterion specified in Section IV [Qualification and Evaluation Criteria]. |
| 14. | Form of Bid and Price Schedule | 14.1 | The Bidder shall fill in the Form of Bid and Price schedule furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted. |
| 15. | Bid Prices and Discounts | 15.1 | The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below. |

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| | | 15.2 | All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Bid will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Bid and the Bid will be rejected as being substantially non-responsive. |
| | | 15.3 | The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered. |
| | | 15.4 | The Bidder shall quote discounts and the methodology for their application in the 'Form of Bid in accordance with ITB 15.9. |
| | | 15.5 | The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract |
| | | 15.6 | <p>Prices indicated on the Price Schedule for goods manufactured from within the country of destination shall be entered in the following manner:</p> <ul style="list-style-type: none"> a) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: <ul style="list-style-type: none"> i). on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory; or ii). on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf. b) sales and other taxes which will be payable on the goods if the contract is awarded. c) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their destination, if specified in the BDS. d) the price of other (incidental) services, if any, listed in the BDS. |
| | | 15.7 | <p>Prices indicated on the Price Schedule for goods offered from any other country than the country of final destination shall be entered in the following manner:</p> <ul style="list-style-type: none"> a) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any |

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| | | | eligible countries. Similarly, the Bidder may obtain |
| | | | <p>insurance services from any eligible source country.</p> <p>b) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS.</p> <p>c) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS.</p> <p>d) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their destination, if specified in the BDS.</p> <p>e) the price of (incidental) services, if any, listed in the BDS.</p> |
| | | 15.8 | <p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitation of the comparison of Bids by RIMES. This, shall not in any way limit RIMES' right to contract on any of the terms offered: -</p> <p>a) For Goods: -</p> <p>i) the price of the Goods, quoted CIP or other INCOTERMS as specified in the BDS</p> <p>ii) all customs duties, sales tax, value added tax, and other taxes applicable in the United goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>b) For Related Services</p> <p>i) The price of the related services,</p> <p>ii) All customs duties, sales tax value added tax, and other taxes applicable in the Destination Country, paid or payable, on the related services, if the contract is awarded to the Bidder; and</p> <p>iii) The total price for the item.</p> |
| | | 15.9 | <p>Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to ITB28 [Preliminary Examination of Bids]. If, however, in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a Bid submitted on fixed price basis will not be rejected, but the price adjustment would be treated as zero.</p> |

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| | | 15.10 | If so, indicated in the Invitation for Bids and Instructions to |
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| | | | Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price discounts for the award of more than one contract shall specify in their Bid the price discounts applicable to each package, or alternatively, to individual contracts within a package. |
| | | 15.11 | The goods and related services shall be delivered to the End User Site in the Destination Country, as specified in the BDS . |
| 16. | Bid Currencies | 16.1 | Prices shall be quoted in the following currencies: <ul style="list-style-type: none"> a) For goods and services that the Bidder will supply from within the Destination country, the prices shall be quoted in the currency specified in the BDS. b) For goods and related services that the Bid will supply from outside the Destination Country, or for imported parts or components of goods and related services originating outside the Destination country, the Bid prices shall be quoted in USD, as specified in the BDS. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than two currencies. |
| | | 16.2 | The rates of exchange to be used by the Bidder in arriving at the currency of destination country equivalent and the proportions mentioned in ITB16.1 above shall be the selling rates for similar transactions established by the UN Operational Rates of Exchange (https://treasury.un.org/operationalrates/OperationalRates.php) prevailing on the date 7 days prior to the latest deadline for submission of Bids. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB31.1 [Conversion to Single Currency] shall apply. In any case, payments will be computed using the rates quoted in the Bid. |
| | | 16.3 | Bidders shall indicate details of their expected foreign currency requirements in the bid in USD . |
| | | 16.4 | Bidders may be required by RIMES to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB16.1 . |
| 17. | Bid Validity Period | 17.1 | Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by RIMES, pursuant to ITB 22 [Deadline for Submission of Bids] . A Bid valid for a shorter period shall be rejected by RIMES as non-responsive. |

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| | | 17.2 | In exceptional circumstances, prior to the expiration of the Bid Validity Period, RIMES may request that the Bidders consent to an extension of the period of validity of their bids. The request and the Bidders responses shall be made by email or in writing to the RIMES address specified in the BDS. |
| | | 17.3 | The Bid Security provided under ITB18 [Bid Security or Bid Securing Declaration] shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security or causing to be executed its Bid Securing Declaration. |
| | | 17.4 | A Bidder agreeing to the request will not be required nor permitted to modify its bid but will be required to extend the validity of its Bid Security in compliance with ITB18 [Bid Security or Bid Securing Declaration] in all respects. |
| | | 17.5 | In the case of fixed price contracts, if the award is delayed by a period exceeding ninety (90) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. |
| 18. | Bid Security or Bid Securing Declaration | 18.1 | Pursuant to ITB11 [Documents and Sample(s) Constituting the Bid] , the Bidder shall furnish as part of its bid, a Bid Security in original form and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section V [Bidding Forms] . |
| | | 18.2 | The Bid Security or Bid Securing Declaration is required to protect RIMES against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB18.9 . |
| | | 18.3 | <p>The Bid security shall be denominated in the currency of the destination country or in a currency specified in the BDS, and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the Destination country or abroad valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid validity is extended. In either case, the form must include the complete name of the Bidder. b) a cashier's or certified cheque. c) another security if indicated in the BDS. |
| | | 18.4 | The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid security or Bid Securing Declaration included in Section V [Bidding Forms] or another form approved by RIMES prior to the Bid submission. |

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| | | 18.5 | The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 3.1 [Eligible Bidders] and ITB11.2 [Documents and Sample(s) Constituting the Bid] |
| | | 18.6 | Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by RIMES as non-responsive, pursuant to ITB28 [Preliminary Examination of Bids] . |
| | | 18.7 | <p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by RIMES pursuant to ITB17 [Bid Validity Period]. RIMES shall make no claim to the amount of the bid security, and shall promptly return the bid security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) the expiry of the bid security. (b) the entry into force of a procurement contract and the provision of a security for the performance of the contract if such a security is required by the bid documents. (c) the rejection by RIMES of all bids. (d) the withdrawal of the bid prior to the deadline for the submission of bids, unless the bid documents stipulate that no such withdrawal is permitted. |
| | | 18.8 | The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the performance security, pursuant to ITB41 [Performance Security] and signing the contract pursuant to ITB42 [Signing of Contract] . |
| | | 18.9 | <p>In the case of Bid Security, it shall be forfeited if:</p> <ul style="list-style-type: none"> a) a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Form of Bid except as provided for in ITB17.2 [Bid Validity Period]; or b) a Bidder does not accept the correction of errors pursuant to ITB30.3 [Correction of Errors]; or c) a successful Bidder fails to furnish performance security in accordance with ITB41 [Performance Security] or fails to sign the contract in accordance with ITB42 [Signing of Contract]. |

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| | | 18.10 | <p>In the case of Bid Securing Declaration, it shall be executed if:</p> <p>a) a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Form of Bid except as provided for in ITB17.2 [Bid Validity Period]; or</p> <p>b) a successful Bidder fails to furnish performance security in accordance with ITB41 [Performance Security] or fails to sign the contract in accordance with ITB 42 [Signing of Contract].</p> |
| | | 18.11 | <p>A Bidder, failing to abide to the terms of Bid Securing Declaration, may be debarred for a period as determined by RIMES. A Bidder debarred by RIMES shall be ineligible to participate in all bids floated by RIMES during the period of debarment.</p> |
| 19. | Alternative Bids by Bidders | 19.1 | <p>Bidders shall submit bids that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS. If so allowed, ITB19.2 shall prevail.</p> |
| | | 19.2 | <p>When an alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating a different schedule for delivery of goods.</p> |
| | | 19.3 | <p>If so allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications.</p> <p>In addition to submitting the basic bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by RIMES, including technical specifications, breakdown of prices, and other relevant details.</p> <p>Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by RIMES.</p> |
| 20. | Format and Signing of Bid | 20.1 | <p>The Bidder shall prepare documents comprising the bid as described in ITB11 [Documents and Sample(s) Constituting the Bid].</p> |
| | | 20.2 | <p>The bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder and the authorization documents shall be submitted together with the bid indicating names and positions of each signatory as specified in the BDS.</p> |

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| | | 20.3 | The Bidder shall furnish information, as described in the Form of Bid, on commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to contract execution if the Bidder is awarded the contract. |
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D. SUBMISSION OF BIDS

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| 21. | Submission of Bids | 21.1 | All bids shall be submitted manually at the address indicated in BDS . Bids submitted shall be considered to be true and legal version, duly authorized and duly executed by the Bidder and intended to have binding legal effect. |
| | | 21.2 | The bid shall bear signature and seal, where applicable for identity and authentication purposes and the identity of the Bidder may be verified with a follow-up due diligence process. |
| | | 21.3 | Bids submitted shall be received in full prior to the closing time and the Bidders shall receive an acknowledgement of receipt of their bids or amendment through the email or in writing. |
| | | 21.4 | Bidders must ensure the integrity, completeness, and authenticity of their submission; and in case of documents containing the bid being unreadable for any reason, the bid submitted shall not be considered. |
| | | 21.5 | In addition, if required in accordance with ITB11 [Documents and Sample(s) Constituting the Bid], the Bidder shall deliver any samples at the address shown in the BDS not later than the date and time specified in the BDS . |
| 22. | Deadline for Submission of Bids | 22.1 | Bids shall be received by RIMES in a manner specified under ITB21.2 and ITB21.5 [Submission of Bids] not later than the date and time specified in the BDS . |
| | | 22.2 | RIMES may, in exceptional circumstances and at its discretion and before expiry of the submission deadline, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 9 [Amendment of Bidding Documents], in which case all rights and obligations of RIMES and Bidders previously subject to the deadline will thereafter be subject to the new deadline. |

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| 23. | Late Bids | 23.1 | Bidders are not allowed to submit its bid after the deadline for submission of bids in accordance with ITB 22 [Deadline for Submission of Bids] . |
| 24. | Modification, Substitution and Withdrawal of Bids | 24.1 | A Bidder may modify or substitute or withdraw its Bid after it has been submitted to RIMES, provided that such modification or substitution or withdrawal is made prior to the deadline for submission of Bids prescribed in ITB 22.1 [Deadline for Submission of Bids] . Bidder shall receive an acknowledgement of receipt of any amendment of its submitted bid through email or in writing. |
| | | 24.2 | No Bid may be withdrawn after the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. |
| | | 24.3 | Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity or as extended pursuant to ITB17.2[Bid Validity Period] shall result in execution of Bid securing declaration pursuant to ITB18.6[Bid Security or Bid Securing Declaration] . |
| | | 24.4 | Bidders may only offer discounts to, or otherwise modify, the prices of their Bids by submitting Bid modifications in accordance with this Clause or included in the original Bid submission. |

E. OPENING AND EVALUATION OF BIDS

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| 25. | Opening of Bids | 25.1 | The opening shall be done by the Bid Opening Committee. The bid opening records shall be made available to all the participating bidders by email. |
| | | 25.2 | A Bidder or any other person with interest in the bid process can access bid opening records upon making specific request for the same by email or any other means as specified in the BDS . |
| | | 25.3 | No bid shall be rejected at bid opening. |
| 26. | Confidentiality | 26.1 | Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the notice of intention to award the contract to the successful Bidder has been issued. |
| | | 26.2 | Any effort by a Bidder to influence RIMES processing of Bids or award decisions may result in the rejection of its Bid. |

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| 27. | Clarification of Bids | 27.1 | In order to assist in the examination, evaluation and comparison of bids and post-qualification of the Bidders, RIMES may, at its discretion, ask any Bidder for a clarification of its bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by RIMES shall not be considered. |
| | | 27.2 | <p>The request for clarification shall be communicated through email or any other means as specified in the BDS and the Bidder shall respond through email, or any other means specified in the BDS.</p> <p>No change in the prices or substance of the Bid shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by RIMES in the evaluation of Bids in accordance with ITB 30 [Correction of Errors].</p> |
| 28. | Preliminary Evaluation of Bids | 28.1 | <p>Prior to the detailed evaluation of Bids, RIMES will determine whether each Bid:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB3 [Eligible Bidders] and ITB4 [Eligible Goods and Related Services]; b) has been properly signed; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the Bidding Documents. <p>RIMES' determination of a Bid's responsiveness will be based on the contents of the bid itself.</p> |

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| | | 28.2 | <p>A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation, omission, or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none">a) if accepted, would affect in any substantial way the scope, quality, or performance of the Goods and Related Services in the Contract; or limit in any substantial way, inconsistent with the Bidding Documents, RIMES' rights or the Bidders obligations under the Contract; orb) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. <p>For the purpose of this section, the following definitions apply:</p> <p>“Deviation” is a departure from the requirements specified in the Bidding Document.</p> <p>“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>“Omission” is the failure to submit part or all the</p> |
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| | | | information or documentation required in the Bidding Document. |
| | | 28.3 | RIMES will confirm that the documents and information specified under ITB11 [Documents and Samples Constituting the Bid], ITB12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents] and ITB13 [Documents Establishing Eligibility and Qualification of a Bidder] have been provided in the bid. If any of these documents or information is missing or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected. |
| | | 28.4 | RIMES may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. |
| | | 28.5 | Provided that a bid is substantially responsive, RIMES may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such an omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid. |
| | | 28.6 | Provided that a bid is substantially responsive, RIMES shall rectify quantifiable non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. |
| | | 28.7 | If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by RIMES and may not subsequently be made responsive by correction of the non-conformity. |
| | | 28.8 | Material deviations to commercial terms and conditions, which justify rejection of a bid shall include the following: <ul style="list-style-type: none"> a) failure to sign the Bid form and price schedules by the authorized person or persons; b) failure to satisfy eligibility requirements; c) failure to submit a Bid Securing Declaration as specified in the Bidding documents; d) failure to satisfy the bid validity period; e) inability to meet the critical delivery schedule or work schedule clearly specified in the Bidding documents, where such schedule is a crucial condition with which bidders must comply; f) failure to comply with minimum experience criteria as specified in the Bidding documents; |

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| | | | <ul style="list-style-type: none"> g) conditional bids such as conditions in a bid which limit the Bidder's responsibility to accept an award; h) inability to accept the price adjustment formulae of the Bidding documents; i) stipulating price adjustment when fixed price bids were invited; j) subcontracting in a substantially different amount or manner than that permitted; and k) failure to submit major supporting documents required by the Bidding documents to determine substantial responsiveness of a bid. |
| | | 28.9 | <p>All bids shall be checked for substantial responsiveness to the technical requirements of the Bidding documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a bid includes the following:</p> <ul style="list-style-type: none"> a) failure to bid for the required schedule of requirement as instructed in the Bidding documents and where failure to do so has been indicated as unacceptable; b) failure to quote for a major item in the package/lot; c) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended; d) Presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factors. |
| 29. | Technical Evaluation | 29.1 | RIMES shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation. |
| | | 29.2 | RIMES shall evaluate the technical aspects of the Bid submitted in accordance with ITB 12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents] , to confirm that all requirements specified in Section VII – Schedule of Requirements of the Bidding Documents and Technical Specifications have been met without material deviation or reservation. |
| | | 29.3 | If after the examination of the terms and conditions and the technical evaluation, RIMES determines that the Bid is not substantially responsive in accordance with ITB 28 [Preliminary Examination of Bids] , it shall reject the Bid. |

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| 30. | Correction of Errors | 30.1 | <p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices 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, unless in the opinion of RIMES that there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. |
| | | 30.2 | <p>The amount stated in the Bid will be adjusted by RIMES in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited, or the Bid Securing Declaration may be executed in accordance with ITB18.9 [Bid Security or Bid Securing Declaration].</p> |
| 31. | Conversion to Single Currency | 31.1 | <p>To facilitate evaluation and comparison, RIMES will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable in US Dollars at the selling exchange rate established for similar transactions by the UN Operational Rates of Exchange (https://treasury.un.org/operationalrates/OperationalRates.php) prevailing on the date 7 days prior to the latest deadline for submission of Bids.</p> |
| 32. | Commercial Evaluation of Bids | 32.1 | <p>RIMES shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB28 [Preliminary Examination of Bids].</p> |
| | | 32.2 | <p>To evaluate a Bid, RIMES shall consider the following:</p> <ul style="list-style-type: none"> a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with clause 15; |

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| | | | <ul style="list-style-type: none"> b) price adjustment for correction of arithmetic errors in accordance with ITB30 [Correction of arithmetic Errors]; c) price adjustment due to discounts offered in accordance with ITB 15.4 [Bid Prices]; d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 31 [Conversion to Single Currency]; e) price adjustment due to quantifiable non-material non-conformities in accordance with ITB 28.5 and 28.6 [Preliminary Examination of Bids] f) the additional evaluation factors are specified in Section IV [Qualification and Evaluation Criteria]. |
| | | 32.3 | The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation. |
| | | 32.4 | If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Form of Bid, is specified in Section IV [Qualification and Evaluation Criteria] |
| | | 32.5 | <p>RIMES' evaluation of a Bid will exclude and not take into account:</p> <ul style="list-style-type: none"> a) in the case of goods manufactured in the Destination Country or goods of foreign origin already located in the Destination Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder; b) in the case of goods of foreign origin offered from countries other than the destination country, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and b) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid. |

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| | | 32.6 | <p>RIMES' evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB15 [Bid Price]. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in the BDS from amongst those set out in Section IV [Qualification and Evaluation Criteria]. The criteria and methodologies to be used shall be as specified in ITB 32.2 (f).</p> |
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| | | 32.7 | The comparison shall be between the EXW price of the goods offered from within the Destination Country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Destination Country. |
| 33. | Determination of Lowest Evaluated Bid | 33.1 | The Bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated bid. |
| 34. | Post-qualification of Bidder | 34.1 | After determining the lowest-evaluated bid, if pre-qualification was not undertaken, RIMES shall carry out the post-qualification of the Bidder using only the requirements specified in Section IV [Qualification and Evaluation Criteria] |
| | | 34.2 | <p>Where the bid price of the lowest evaluated Bidder is considered to be abnormally low, RIMES shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <ul style="list-style-type: none"> (a) RIMES may reject a bid if it is determined that the price in combination with other constituent elements of the bid is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raises concerns as to the ability of the bidder that presented that bid to perform the contract. (b) Before rejecting an abnormally low bid RIMES shall: request the Bidder an explanation of the bid or of those parts which it considers contribute to the bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the bid or parts of the bid being abnormally low. |

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| | | | <p>(c) The decision of RIMES to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned; and</p> <p>(d) RIMES shall not incur any liability solely by rejecting an abnormally low bid.</p> <p>An abnormally low bid means, in the light of RIMES' estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> |
| | | 34.3 | RIMES will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in Section IV [Qualification and Evaluation Criteria]. |
| | | 34.4 | The determination will take into account the Bidder's financial, technical, and production capabilities as specified in Section IV, Qualification and Evaluation Criteria . It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Section IV – Qualification and Evaluation Criteria , as well as such other information as RIMES deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications. |
| | | 34.5 | RIMES may seek independent references of a Bidder and the results of reference checks may be used in determining award of contract. |
| | | 34.6 | In case of a foreign company (from other than the Destination Country), RIMES shall seek independent reference of legal existence of a Bidder from its offices in bidders' country if available or from any other reliable source. |
| | | 34.7 | An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event RIMES will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. |

F. AWARD OF CONTRACT

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| 35. | Criteria of Award | 35.1 | <p>Subject to ITB 34 [Determination of Lowest Evaluated Bid] and ITB 37 [Negotiations], RIMES will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest Evaluated Bid Price, provided that such Bidder has been determined to be:</p> <p>a) eligible in accordance with the provisions of ITB3 [Eligible Bidders];</p> |
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| | | | <p>b) qualified to perform the Contract satisfactorily; and</p> <p>c) successful negotiations have been concluded, if any.</p> |
| | | 35.2 | If this Contract is being awarded on lot basis, the lowest evaluated Bid Price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Bidders for award of more than one Contract. |
| 36. | Negotiations | 36.1 | <p>Negotiations may be undertaken with the lowest evaluated Bidder relating to the following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of requirements or specifications; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; (c) a minor amendment to the SCC; (d) finalizing payment arrangements; (e) delivery arrangements; (f) clarifying details that were not apparent or could not be finalized at the time of Bidding; or (g) reduction of Bid Price to match the available RIMES Estimate and commensurate with the market prices, provided such reduction shall not make the bid abnormally low in accordance with ITB 35.2 [Post-qualification of Bidders]. |
| | | 36.2 | Where negotiation fails to result in an agreement, RIMES may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, RIMES shall not reopen earlier negotiations. |
| 37. | RIMES's Right to Accept any Bid and to Reject Any or All Bids | 37.1 | Notwithstanding ITB36 [Criteria for Award] , RIMES reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected Bidder(s). |
| | | 37.2 | Notice of the rejection of all bids shall be given promptly to all Bidders that have submitted Bids, through email or in writing. |
| | | 37.3 | RIMES shall upon request from any Bidder communicate the grounds for rejection of the bid(s) but RIMES is not obliged to justify those grounds. |

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| 38. | RIMES's Right to Vary Quantities at the Time of Award | 38.1 | RIMES reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in Section VII [Schedule of Requirements] provided this does not exceed by the percentage indicated in the BDS , without any change in unit price or other terms and conditions of the Bid and Bidding Documents. |
| 39. | Notification of Award | 39.1 | Prior to awarding of the contract, RIMES shall issue a notice of intention to award the contract, in the format provided in Section X [Contract Forms- Letter of Intention to Award the Contract], through email or by any other means mentioned in the BDS , to all Bidders who participated in the bid in question giving them seven (7) working days within which to submit complaints to RIMES thereof, if any. |
| | | 39.2 | Where no complaints have been lodged, the Bidder, whose bid has been accepted, will be notified by Notification of Award, in the format provided in Section X [Contract Forms- Notification of Award], through email or by any other means as mentioned in the BDS , of the award by RIMES prior to expiration of the Bid validity period. |
| | | 39.3 | The notification of award will be part of documents forming the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB41 [Performance Security or Performance Security Declaration] and signing of the contract in accordance with ITB42 [Signing of Contract] . |
| 40. | Performance Security or Performance Securing Declaration | 40.1 | Within fourteen (14) working days after receipt of the Notice of Award, the successful Bidder shall deliver to RIMES a Performance Securing Declaration or Performance Security in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Notice of Award and in accordance with the Conditions of Contract. |
| | | 40.2 | In the case of Performance Security, it shall be in the form specified in the BDS and SCC , and shall be in any of the following: <ul style="list-style-type: none"> (a) cash, certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank in the destination country; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or |

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| | | | <p>(d) surety bond issued by any reputable surety or insurance company.</p> <p>Any Performance Security submitted shall be enforceable in the Destination country.</p> |
| | | 40.3 | In the case of Performance Securing Declaration, the successful Bidder shall complete and submit a duly signed Declaration in the format provided in Section X [Contract Forms-Performance Securing Declaration] . |
| | | 40.4 | Failure of the successful Bidder to comply with the requirement of ITB 41.1 shall constitute sufficient grounds for the cancelation of the award and forfeiture of the Bid security or execution of the Bid Securing Declaration and any other remedies RIMES may take under the Contract and RIMES may resort to awarding the Contract to the next ranked Bidder or call for new bids. |
| 41. | Signing of Contract | 41.1 | Promptly after notification of award, RIMES shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract. |
| | | 41.2 | Within fourteen (14) working days after furnishing the performance security or Performance Securing Declaration, the successful Bidder and RIMES shall sign the contract. |
| | | 41.3 | Upon parties signing the Contract, RIMES will promptly notify each unsuccessful Bidder the name of the successful Bidder and the Contract amount, and will discharge the Bid security of the Bidders pursuant to ITB 18.7 [Bid Security or Bid Securing Declaration]. |
| 42. | Advance Payment | 42.1 | RIMES will provide an Advance Payment on the Contract Price if stipulated in the condition of Contract, subject to amount stated in the BDS . |
| | | 42.2 | The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section X [Contract Forms] . |
| | | 42.3 | For the purpose of receiving the Advance Payment, the Bidder shall make an estimate of, and include in its bid, the expenses that will be incurred in order to commence Delivery of Goods. |
| 43. | Fraudulent, Corrupt, Coercive or Obstructive Practices | 43.1 | <p>RIMES and Bidders are required to observe the highest Standard of Ethics during the procurement and execution of such contracts. For the purpose of this provision, the following defined terms shall apply: -</p> <p>a) “corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of RIMES official in the procurement process or</p> |

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| | | | <p>contract execution;</p> <p>b) “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with procurements made by RIMES or in furtherance of corrupt practice or fraudulent practice;</p> <p>c) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of RIMES and includes collusive practices among bidders, prior to or after submission designed to establish bid prices at artificial non-competitive levels and to deprive RIMES of the benefits of free and open competition;</p> <p>d) “obstructive practice” means acts intended to materially impede access to required information.</p> |
| | | 43.2 | RIMES will reject a proposal for award of contract if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive, coercive and obstructive practices in competing for the contract; |
| | | 43.3 | A firm will be declared by RIMES to be ineligible for a period of two years to be awarded a RIMES contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract. |
| | | 43.4 | RIMES reserves the right, where a firm has been found by a foreign country, international organization, Multilateral Development Banks or other foreign organization to have engaged in corrupt, coercive, collusive, fraudulent or obstructive practices, to declare that such a firm is ineligible for a period of two years to be awarded a contract by RIMES. |
| | | 43.5 | Any communications between the Bidder and RIMES related to matters of alleged corrupt, coercive, collusive, fraudulent or obstructive practices must be made in writing or in electronic forms that provide record of the content of communication. |

G. REVIEW OF PROCUREMENT DECISIONS

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| 44. | Right to Review | 44.1 | A Bidder who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on RIMES or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder. |
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| 45. | Time Limit on Review | 45.1 | The Bidder shall submit an application for review within seven (7) working days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute. |
| 46. | Submission of Applications for Review | 46.1 | Any application for administrative review / complaint shall be submitted through email or in writing to the Procurement Complaints Committee and a copy shall be served to the Procurement Unit of RIMES at the address shown in the BDS . |
| | | 46.2 | <p>The application for administrative review shall include:</p> <ul style="list-style-type: none"> a) details of the procurement requirements to which the complaint relates; b) details of the provisions of the bid document or RIMES procurement provision that has been breached or omitted; c) an explanation of how the provisions of RIMES procurement provision has been breached or omitted, including the dates and name of the responsible RIMES official, where known; d) documentary or other evidence supporting the complaint where available; e) remedies sought; and f) any other information relevant to the complaint. |
| | | 46.3 | RIMES shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force. |
| 47. | Decision by the RIMES | 47.1 | <p>The Procurement Complaints Committee shall, within seven (7) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate:</p> <ul style="list-style-type: none"> a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken. |
| | | 47.2 | Where the Procurement Complaints Committee does not issue a decision within the time specified in ITB48.1 , the Bidder submitting the complaint or dispute shall be entitled immediately thereafter to institute proceedings under ITB49.1 [Review by the Complaints Appeal Committee] within seven (7) working days after such specified time and upon instituting such proceedings, the competence of the Procurement Complaints Committee to entertain the complaint or dispute shall cease. |

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| 48. | Review by the Complaints Appeals Committee | 48.1 | <p>Complaints or disputes which:</p> <ul style="list-style-type: none"> (a) are not settled within the specified period under ITB48.1[Decision by the Procurement Complaints Committee]; (b) are not amicably settled by the RIMES; or (c) arise after the procurement contract has entered into force pursuant to ITB40 [Notification of Award], <p>shall be referred to the Complaints Appeals Committee at the address specified in the BDS within seven (7) working days from the date when the Bidder received the decision of the Procurement Complaints Committee, in case no decision is issued after the expiry of the time stipulated under ITB 48.1 [Decision by the Procurement Complaint Committee] or when the Bidder become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITB 46.1 [Time Limit on Review].</p> |
| | | 48.2 | The Complaints Appeals Committee shall, within forty-five (45) days, issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any. |
| | | 48.3 | The decision of the Complaint Appeals Committee shall be binding to the parties on complaint or appeal and such decision may be enforced in any court of competent jurisdiction. |

SECTION III: Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| Ser. No. | Required Information/Data | ITB Clause | Information/Data to be Filled by RIMES |
|------------------------|--|------------|---|
| A. Introduction | | | |
| 1. | Name of the Purchaser | 1.1 & 2.1 | The Regional Integrated Multi Hazard Early Warning System (RIMES) 2nd Floor, Outreach Building, Asian Institute of Technology Campus, Klong Nung, Klong Luang, Pathumthani 12120 Thailand |
| 2. | Subject of Procurement | 1.1 | <i>Supply and Installation of, and Training on Wave and Tide Monitoring and Near-Shore Survey Equipment for Timor-Leste</i> |
| 3. | Period for supply of goods | 1.1 | <i>All equipment procured and ready for installation by February 2024</i> |
| 4. | Commencement date and Contract duration: | 1.1 | <i>Contract start date: 1 October 2023 Contract completion date: 30 April 2024</i> |
| 5. | Method of procurement | 1.2 | <i>Request for Bid International Competitive Bidding</i> |
| 6. | Financial Year | 2.1 | <i>2023-2024</i> |
| 7. | Name of the Project | 2.1 | <i>Enhancing Early Warning Systems to Build Greater Resilience to Hydro-Meteorological Hazards in Timor-Leste</i> |
| 8. | Financing Institution | 2.1 & 2.2 | Green Climate Fund, with the United Nations Environment Programme (UNEP) as Accredited Entity |
| 9. | Name and Identification number of bid | 2.1 | RFB-001-2023 Supply and Installation of, and Training on Wave and Tide Monitoring and Near-Shore Survey Equipment for Timor-Leste |
| 10. | Eligible Bidders | 3.1 | A Bidder may be natural persons, companies or firms or public or semi-public agencies of any |

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| | | | country, subject to ITB 3.5 or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (hereinafter referred to as JV). |
| 11. | Number of JV Members | 3.2 | Maximum of 2 members |
| 12. | Manufacturer's Authorization | 4.6 | Authorization by manufacturer: Required for the Wave Bouy only. For other equipment, Manufacturer's authorization is optional and is not mandatory. |

| Ser. No. | Required Information/Data | ITB Clause | Information/Data to be Filled by RIMES |
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| B. Preparation of Bids | | | |
| 13. | Language of the Bid | 10.1 | The Language of all correspondences and documents related to the Bid is: English |
| 14. | Samples | 11.1(b) | Form of sample(s) to be submitted with the Bid are: N/A |
| 15. | Additional Documents to be Submitted | 11.1 (h) | In addition to the documents stated in ITB 11 , the following documents must be included with the Bid N/A |
| 16. | Submission of Samples | 11.2 (a)(iii) | Samples shall be Submitted on..... N/A Place..... N/A |
| 17. | Characteristics of a Sample | 11.2 (a)(iv) | Characteristics N/A |
| 18. | Other Procurement Specific Documentation | 12.3 © | Other procurement specific documentation requirements are: N/A |
| 19. | Spare Parts | 12.4 | Spare parts, specifically the mooring system for depth of 17-100m (low tide) as specified in the technical specifications in Section VII , required for 5 years of operation . |
| 20. | Price for Goods from within the Destination Country | 15.6 (c), (d) (optional) | For goods manufactured from within the Destination Country the price quoted shall be <u>DPU (Delivered at Place Unloaded)</u> |
| 21. | Price for Goods from Countries other than the Destination Country | 15.8 (a) (i) & 15.7 (a) | For goods offered from abroad the price quoted shall be: <i>CIP/CIF (Dili)</i> Note: Local custom clearance and import duty/taxes and import permits are covered by govt partner |
| | | 15.8 (b), (c) (optional) | N/A |
| | | 15.7 (d), (e) (optional) | N/A |
| 22. | Fixation of Price | 15.9 | The prices shall be fixed |

| Ser. No. | Required Information/Data | ITB Clause | Information/Data to be Filled by the RIMES |
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| | | | |
| 23. | End User Site & Destination Country | 15.10 | <p>The goods and related services shall be delivered to the End User Site: Direção Nacional de Transporte Marítima, Colmera, Díli Port, Timor-Leste</p> <p>The goods shall be delivered and related services shall be rendered in the Destination Country: Timor-Leste</p> |
| 24. | Bid validity Period | 17.1 | The Bid validity period shall be 120 days |
| 25. | Amount and Currency of Bid Security | 18.1 | <p>The amount of Bid Security shall be USD 3,000.00 (US Dollar Three Thousand Only)</p> <p>The currency of the Bid Security shall be: US Dollar or equivalent in local currency or any freely convertible currency</p> |
| 26. | Form of Bid Security | 18.3 | The Bid Security shall be in the form of: Bank Guarantee / Any Financial Instrument like Bank Demand Draft etc. |
| 27. | Other Forms of Bid Security | 18.3 (c) | Other forms of security are: N/A |
| 28. | Alternative Bids | 19.1 | Alternative Bids to the requirements of the Bidding documents will not be permitted. |
| 29. | Alternative Completion Time | 19.2 | Alternative time for delivery N/A |
| 30. | Technical Alternatives | 19.3 | Not allowed |
| 31. | Bid authorization documents | 20.2 | Authorization document(s) shall be duly notarized Power of Attorney in a form provided in Section V: [Bidding Forms] |
| 31(a) | Bid Submission Address | 21.1 | <p>Bids shall be submitted, as per ITB 21, at the following address:</p> <p>The Regional Integrated Multi-Hazard Early Warning System for Africa and Asia (RIMES) Attn: Dusadee Padungkul, Head, Operational Support Department 2nd Floor, Outreach Building, Asian Institute of Technology Campus, Klong Nung, Klong Luang, Pathumthani 12120, Thailand</p> |

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| | | | Tel: +66 (0) 2 524 5902 Fax: +66 (0) 2 524 5902 E-mail: rimesprocurement@rimes.int |
| 31(b) | Bid Submission Deadline | 22.1 | Bids must be submitted no later than 25th September 2023 at 12:00 Hrs. at the address mentioned at BDS 31a (ITB 21.1) above. |
| E. Opening and Evaluation of Bids | | | |
| 32. | Clarification of Bids | 27.2 | By email to rimesprocurement@rimes.int |

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| 33. | Other Factors for Evaluation | 32.6 | <p>The adjustments shall be determined using the following criteria, from amongst those set out in Section IV, Qualification and Evaluation Criteria [<i>refer to Section IV, Qualification and Evaluation Criteria; insert complementary details if necessary</i>]</p> <p>(a) Deviation in Delivery schedule: No</p> <p>(b) Deviation in payment schedule: No</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: Yes (as specified under Section IV: Qualification Criteria - Cl. 2.2 c(i))</p> <p>(d) the availability in the Destination Country of spare parts and after-sales services for the equipment offered in the bid: No</p> <p>(e) the projected operating and maintenance costs during the life of the equipment: No</p> <p>(f) the performance and productivity of the equipment offered; No</p> |
| F. Contract Award | | | |
| 34. | Percentage to increase/ decrease at Time of Award | 38.1 | Percentage for quantity increase or decrease is 10% |
| 35. | Performance Security / Performance Securing Declaration | 40.1 | Performance Security shall be applicable. |

| Ser. No. | Required Information/Data | ITB Clause | Information/Data to be Filled by RIMES |
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| 36. | Form and Amount of Performance Security | 40.2 | <p>The Performance Security shall be in the form of: Bank Guarantee</p> <p>The Performance Security shall be 10% of the contract price.</p> |
| 37. | Advance Payment | 42.1 | The Advance Payment shall be limited to 20% of contract price. |
| G. Review of Procurement Decisions | | | |
| 38. | RIMES' Address | 46.1 | <p>The Address of RIMES to submit a copy of complaints:</p> <p>The Procurement Complaints Committee, The Regional Integrated Multi Hazard Early Warning System (RIMES) 2nd Floor, Outreach Building, Asian Institute of Technology Campus, Klong Nung, Klong Luang, Pathumthani 12120 Thailand director.programunit@rimes.int</p> |
| 39. | RIMES Address | 48.1 | <p>The Address of RIMES to submit a copy of Appeal:</p> <p>The Complaints Appeals Committee, The Regional Integrated Multi Hazard Early Warning System (RIMES) 2nd Floor, Outreach Building, Asian Institute of Technology Campus, Klong Nung, Klong Luang, Pathumthani 12120 Thailand director.programunit@rimes.int</p> |

SECTION IV: QUALIFICATION AND EVALUATION CRITERIA

This Section contains all the criteria that RIMES shall use to evaluate a bid and qualify the Bidders in accordance with **ITB 29 [Technical Evaluation]** and **ITB 32 [Commercial Evaluation]**; no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section V Bidding Forms.

Lowest Evaluated Responsive Bid

RIMES shall use the criteria and methodologies listed in this Section to determine the Lowest Evaluated Responsive Bid. The Lowest Evaluated Responsive Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding document, and
- (b) the lowest evaluated cost.

2.0 Evaluation (ITB29 & 32)

2.1 Evaluation Criteria (ITB 32.6)

In evaluating the Bids, the evaluation committee will, in addition to the Bid price quoted in accordance with **ITB 15.1**, take account of one or more of the following factors:

- a) the cost of components, mandatory spare parts, and service;

2.2 For factors referred above, one or more of the following quantification methods will be applied, as detailed in the **BDS**:

a) *Delivery schedule.*

- i) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. **No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive.** Within this acceptable range, an adjustment per week, as specified in the **BDS**, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

b) *Cost of spare parts*

- i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **BDS**, is

annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.

2.3 Multiple Contracts (ITB 32.4) Not Applicable

If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified below and in the **BDS**.

The RIMES shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (ITB 35.3 Post-Qualification Requirements)

RIMES shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 15
- (b) take into account:
 - (i) the lowest-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid

Post Qualification Criteria (ITB 34)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 33, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 34, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) If the Bidder is a manufacturer:
 - (i) Financial Capability
The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): **Average Annual Turnover of a minimum USD 300,000 or equivalent.**
 - (ii) Experience and Technical Capacity
The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): **Successfully implemented at least one similar project / supplied similar items in the past 3 years with a contract value of not less than USD 100,000 or equivalent.**
 - (iii) Documentary Evidence: **Not Applicable**
The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[list the requirement(s)]*

Table 1- Qualification Requirements when Pre-qualification is carried out: NOT APPLICABLE

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documentation |
|--|-------------------------------------|--|-----------------------|--------------------------------------|------------------------------------|------------|----------------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | | All Members Combined | Each Member | One Member | |
| 1. Eligibility | | | | | | | |
| 1.1 | Nationality | Nationality in accordance with ITB 3.1 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 with attachments |
| 1.2 | Conflict of Interest | No conflicts of interest in accordance with ITB3.7 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Bid Submission Letter |
| 1.3 | Not Declared Ineligible | Not having been declared ineligible as described in ITB3.8 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Bid Submission Letter |
| 1.4 | State-owned enterprise | Meet conditions of ITB 3.9 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 with attachments |
| 1.5 | Prevention of Corruption and Fraud | Submission of Prevention of Corruption and Fraud compliance form | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form-INTEG |
| 2. Historical Contract Non-Performance | | | | | | | |
| 2.1 | History of Non-Performing Contracts | Non-performance of a contract ¹ did not occur as a result of Supplier's default since 1 st January 2020. | Must meet requirement | Must meet requirements | Must meet requirement ² | N/A | Form PER-1 |

¹ Non performance, as decided by the RIMES, shall include all contracts where (a) non performance was not challenged by the Supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Supplier. Non performance shall not include contracts where RIMES's decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or

litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

² This requirement also applies to contracts executed by the Bidder as JV member.

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documentation |
|---|--|---|-----------------------|--------------------------------------|-----------------------|------------|-------------------------|
| No | Subject | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | | All Members Combined | Each Member | One Member | |
| 2.2 | Suspension Based on Execution of Bid Securing Declaration by the RIMES | Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 3.8. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Bid Submission Letter |
| 2.3 | Pending Litigation | Bidder's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder | Must meet requirement | N/A | Must meet requirement | N/A | Form PER-1 |
| 2.4 | Litigation History | No consistent history of court/arbitral award decisions against the Bidder since 1st January 2020³ | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form PER-1 |
| 2.5 | Compliance with Statutory Requirements | No consistent history of failure to pay taxes and social security Contributions, and no failure to comply with environmental and health and safety requirements | Must meet requirement | N/A | Must meet requirement | N/A | Form PER -1 |
| 3. Financial Situation and Performance | | | | | | | |
| 3.1 | Financial Capabilities | The audited balance sheets or other financial statements acceptable to the RIMES, for the last 3 years shall be submitted and must | N/A | N/A | N/A | N/A | |

³ The Bidder shall provide accurate information on the Bid Submission Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the **last five years**. A

consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documen- tation |
|--|-------------------------|---|-----------------------|--------------------------------------|----------------|---------------|----------------------------|
| No | Subject | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | | All Members Combined | Each Member | One Member | |
| | | demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability by meeting required minimum average Financial Ratios <i>[set at least 2 ratios]</i> <ul style="list-style-type: none"> • <i>Current Ratio (CA/CL) = [insert figure] (A ratio of 1.0 or greater is generally acceptable)</i> • <i>Debt to Equity Ratio (TL/NW) = [insert figure]</i> • <i>Return on Assets-ROA (PBT/TA) = [insert figure]</i> | | | | | |
| 3.2 | Average Annual Turnover | Average annual turnover (Average Annual Sales Revenue) from supply of Goods of USD 500,000 (US Dollar Five Hundred Thousand) , calculated as total certified payments received for contracts in progress and/or completed during the last three years. | Must meet requirement | Must meet requirement | N/A | N/A | Form FIN – 3.2 |
| 3.3 | Current | The Bidder shall also | Must meet | Must meet | N/A | N/A | Form FIN 3.3 |

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documen- tation |
|--|--------------------|---|-----------------------|--------------------------------------|-----------------------|---------------|----------------------------|
| No | Subject | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | | All Members Combined | Each Member | One Member | |
| | Commitments | demonstrate, to the satisfaction of the RIMES, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments. | requirement | requirement | | | |
| 4. Experience | | | | | | | |
| 4.1 | General Experience | Experience in supply of Relevant Goods for at least the last three (3) years | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP –1 |

SECTION V: BIDDING FORMS

Below is a checklist of forms/documents required to be submitted by the Bidder. Each Bidder must ensure that all forms/documents are properly prepared and submitted with his Bid. Failure to fill in and submit, or improper filling of the Forms/documents may result in the rejection of the Bid.

| Form Name | Description | Check if submitted with the Bid | |
|----------------|--|---------------------------------|----|
| | | Yes | No |
| | Form of Bid | | |
| | Special Power of Attorney | | |
| Form EL-1.1 | Bidder Information Form | | |
| Form EL-1.2 | Bidder's JV Members Information Form | | |
| Form FIN – 3.1 | Financial Situation and Performance | | |
| Form FIN - 3.2 | Average Annual Turnover (Annual Sales Value) | | |
| Form FIN -3.3 | Current Contract Commitments / Contracts in Progress Form | | |
| Form- EXP-1 | Experience | | |
| Form- PER 1 | Historical Contract Non-Performance, Pending Litigation and Litigation History and Conformance to Statutory Requirements | | |
| | Price Schedule Forms | | |
| | Price Schedule for Goods Offered from countries other than the Destination Country to be imported | | |
| | Price Schedule for Goods Manufactured outside the Destination Country, already imported | | |
| | Price Schedule for Domestic Goods Offered from within the Destination Country | | |
| | List of Related Services and Completion Schedule | | |
| | Bid Security (Bank Guarantee) | | |
| | Bid Security (Insurance Bond) | | |
| | Bid Securing Declaration | | |
| | Manufacturer's Authorization | | |

| | | | |
|--|---|--|--|
| | Undertaking by Bidder on Prevention of Corruption and Fraud Form | | |
|--|---|--|--|

Form of Bid

Date: *[insert date of Bid]*

IFB No.: *[specify number]*

[Insert: name of Contract]

To:

The Regional Integrated Multi Hazard Early Warning Systems,

[insert the address of the RIMES office]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda Nos: *[insert numbers]*, 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 sum of *[total Bid 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 Bid.

We declare that our Bidding price did not involve agreements with other bidders for the purpose of bid suppression.

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

If our Bid is accepted, we undertake to provide Performance Security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in ITB 17.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative bids in accordance with the Bidding Documents.

Our firm, its affiliates, or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the RIMES or Destination Country official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities have been paid or are to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract: -

| Name and address of agent Or recipient | Amount and currency | Purpose of Commission or gratuities |
|--|---------------------|-------------------------------------|
| <i>(if none state "none")</i> | | |

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

We certify/confirm that we comply with the eligibility requirements as per ITB 3 of the Bidding Documents

Dated this _____ day of _____ 20_____.

(Name)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Power of Attorney⁵

KNOW ALL MEN BY THESE PRESENTS THAT I the undersigned [*insert name of the Donor*] being [*insert designation*] of [*insert name of the company*] of [*insert company address*] having its registered office at [*insert physical address of company*];

WHEREAS in course of business it is necessary to bid for bids and enter into contracts;

NOW THEREFORE KNOW ALL MEN THAT I [*insert name of the Donor*] by virtue of authority conferred to me by the Board Resolution No [*insert Board Resolution Number*] of [*insert day*] day of [*insert Board Resolution month and year*], do hereby ordain, nominate, authorize, empower and appoint [*insert name of Donee*] of [*insert address of the Donee*] to be our true lawful Attorney and Agent with full power and authority for us and in our names and for our accounts and benefits, to do any, or all of the following acts, in the execution of bid No. [*insert bid number*] that is to say;

To act on my behalf or for the company and do any other thing or things incidental for [*insert bid Number*] of [*insert description of procurement*] for RIMES.

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future Power of Attorney given to any other person or persons for such other power or powers shall remain and be of the same force and effect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents duly appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said [*insert name of the company*] and delivered in the presence of us this [*insert date*] day of [*insert month*] [*insert year*].

IN WITNESS whereof we have signed this deed on this [*insert date*] day of [*insert month*] [*insert year*] at [*insert place*] for and on behalf of [*insert name of the company or Donor*]

.....

⁵ **Note:** Power of Attorney of a Foreign Firm may be presented in any other legally acceptable format

SIGNED AND DELIVERED by the said
[*insert name of Donor*] Identified to me by
[*insert name*]

The latter being known to me personally this [*insert date, month and year*]

DONOR

BEFORE ME:

Name:.....

Address:.....

Qualification:.....

Signature: _____
COMMISSIONER FOR OATHS

Acknowledgement

I [*insert name of donor*] doth **hereby** acknowledge and accept to be Attorney of the said [*insert name of the company/donor*] under the Terms and Conditions contained in this Power of Attorney and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said [*insert name of donor*] Identified to me by [*insert name*]

The latter being known to me personally this [*insert date, month, and year*],

DONEE

BEFORE ME

Name:.....

Address:.....

Qualification:.....

Signature: _____

Notary Public

Form ELI -1.1 Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

Bid No.: *[insert number of Bid]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

| |
|--|
| 1. Bidder's Name <i>[insert Bidder's legal name]</i> |
| 2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i> |
| 3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i> |
| 4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i> |
| 5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i> |
| 6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i> |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <ul style="list-style-type: none">Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB3.6.In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.In case of Government-owned enterprise or institution, in accordance with ITB3.9 documents establishing:<ul style="list-style-type: none">Legal and financial autonomyOperation under commercial lawEstablishing that the Bidder is not dependent agency of the any of the Financing Country of RIMES |

2. Included are the organizational chart, a list of Board of Directors.

Form ELI -1.2- Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

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

Bid No.: *[insert number of Bid]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

| |
|--|
| 1. Bidder's Name: <i>[insert Bidder's legal name]</i> |
| 2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i> |
| 3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i> |
| 4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i> |
| 5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i> |
| 6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i> |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB3.6. <input type="checkbox"/> In case of a government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB3.9. |
| 2. Included are the organizational chart, a list of Board of Directors. |

Form FIN – 3.1

Financial Situation and Performance

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

Bid No. and title: *[insert Bid number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

| Type of Financial information in (currency) | Historic information for previous - <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate, USD equivalent) | | | | |
|--|---|--------|--------|--|--|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |

| | | | | | |
|--|--|--|--|--|--|
| Cash Flow from Operating Activities | | | | | |
|--|--|--|--|--|--|

3. Financial documents

The Bidder and its parties shall provide copies of financial statements for **3 years** pursuant to **Section IV, Qualifications and Evaluation Criteria**, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements⁶ for **the 3 years** required above; and complying with the requirements.

⁶If the most recent set of financial statements is for a period earlier than 12 months from the date of Bidding, the reason for this should be justified.

Form FIN - 3.2

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

Bid No. and title: *[insert Bid number and title]*

Page *[insert page number]* of *[insert total number]* pages

| Annual turnover data | | | |
|---------------------------------|--|---------------------------|----------------|
| Year | Amount Currency | Exchange rate | USD equivalent |
| <i>[indicate calendar year]</i> | <i>[insert amount and indicate currency]</i> | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Turnover * | |

* Total USD equivalent for all years divided by the total number of years

Form FIN-3

Current Contract Commitments / Contracts in Progress Form

| |
|--|
| 1. Name of Contract(s) |
| 2. Purchaser Contact Information [<i>insert address, telephone, fax, e-mail address</i>] |
| 3. Value of outstanding contracts [<i>current USD equivalent</i>] |
| 4. Estimated delivery date |
| 5. Average monthly invoices over the last six months (USD/mon.) |

Form- EXP-1 Experience

| | | | | |
|--|-------|------|-------------------------|------------------------|
| Contracts over <i>[insert amount]</i> during the last three years: | | | | |
| Purchaser | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Form- PER 1

Historical Contract Non-Performance, Pending Litigation and Litigation History and Conformance to Statutory Requirements

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

Bid No. and title: *[insert Bid number and title]*

Page *[insert page number]* of *[insert total number]* pages

| Non-Performed Contracts in accordance with Section IV Qualification and Evaluation Criteria | | | |
|---|---------------------------------------|--|--|
| <input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements , Sub-Factor 2.1. | | | |
| <input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements , requirement 2.1 | | | |
| Year | Non-performed portion of contract | Contract Identification | Total Contract Amount (current value, currency, exchange rate and USD equivalent) |
| <i>[insert year]</i> | <i>[insert amount and percentage]</i> | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i> | <i>[insert amount]</i> |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| <input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements , Sub-Factor 2.3 | | | |
| <input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements , Sub- Factor 2.3 as indicated below. | | | |
| Year of dispute | Amount in dispute (currency) | Contract Identification | Total Contract Amount (currency), USD Equivalent |

| | | | |
|--|--|--|-----------------|
| | | | (exchange rate) |
|--|--|--|-----------------|

| | | | |
|--|---|---|---|
| <i>[insert year]</i> | <i>[insert amount]</i> | Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is under Arbitration or being dealt with by the Judiciary]</i> | <i>[insert amount]</i> |
| <input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements , Sub-Factor 2.4. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements , Sub-Factor 2.4 as indicated below. | | | |
| Year of award | Outcome as percentage of Net Worth | Contract Identification | Total Contract Amount (currency), USD Equivalent (exchange rate) |
| <i>[insert year]</i> | <i>[insert percentage]</i> | Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Bidder or any member of a joint venture.]</i> | <i>[insert amount]</i> |
| Proof of Payment of Taxes since 1 st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria , Sub-Factor 2.5 Proof of Payment of Social Security Contributions since 1 st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria , Sub-Factor 2.5. | | | |

No Consistent History of abuse of Employment Laws since 1st January *[insert year]* specified in **Section IV, Qualification and Evaluation Criteria**, Sub-Factor 2.5.

Payment of Taxes

[Provide certified evidence of Tax Clearance for the previous Tax Period] Note: Should not be more than 15 months old.

Social Security Contributions

[Provide a certified copy of Social Security Contributions for the specified Period]

History of Employment Related Cases

1. *[Provide a list and outcome of Labour Cases decided in the last two years by the Commission of Mediation and Arbitration]*
2. *[Provide a list of pending Labour Cases with the Labour Commission of Mediation and Arbitration]*

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the RIMES in the Schedule of Requirements.]*

1. Price Schedules for Goods and Related Services Offered from Countries other than Destination Country

Name of Bidder Bid Number Page of

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------------------------------------|------------------------------|---|---------------------------------------|--|---|---|---|--|
| Item | Description of Goods | Country of origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price ² CIF port of entry (specify port) or CIP named place (specify border point or place of destination) ³ | Total CIF or CIP price per item (col. 4 x 6) | Unit price of inland delivery to final destination and unit price of other incidental services ³ | Total Price per line item (Col. 7 + 8) |
| <i>[insert number of the item]</i> | <i>[insert name of good]</i> | <i>[insert country of origin of the Good]</i> | <i>[insert quoted Delivery Date]</i> | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert unit price CIP per unit]</i> | <i>[insert total CIP price per line item]</i> | <i>[insert the corresponding price per line item]</i> | <i>[insert total price of the line item]</i> |
| | | | | | | | | |
| | | | | | | | | |
| Total | | | | | | | | |

Name in the capacity of

Signature of Bidder: _____

Duly authorized to sign the Bid for and on behalf of

Dated on day of 20

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

2. Price Schedule: Goods Manufactured Outside of Destination Country, already imported

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|------------------------------------|-------------------------------|---|---------------------------------------|--|--|---|--|--|--|---|---|
| Line Item N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 15.6a | Custom Duties and Import Taxes paid per unit in accordance with ITB 15.6b, [to be supported by documents] | Unit Price net of custom duties and import taxes, in accordance with ITB 15.6 (Col. 6 minus Col.7) | Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITB 15.6 (Col. 5×8) | Price per line item for inland transportation and other services required in Destination Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 15.6 (c) | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15.6) | Total Price per line item (Col. 9+10) |
| <i>[insert number of the item]</i> | <i>[insert name of Goods]</i> | <i>[insert country of origin of the Good]</i> | <i>[insert quoted Delivery Date]</i> | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert unit price per unit]</i> | <i>[insert custom duties and taxes paid per unit]</i> | <i>[insert unit price net of custom duties and import taxes]</i> | <i>[insert price per line-item net of custom duties and import taxes]</i> | <i>[insert price per line item for inland transportation and other services required in Destination Country]</i> | <i>[insert sales and other taxes payable per item if Contract is awarded]</i> | <i>[insert total price per line item]</i> |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Name in the capacity of

Signature of Bidder: _____

Duly authorized to sign the Bid for and on behalf of

Dated on day of 20

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

Total Bid Price

3. Price Schedule for Domestic Goods Manufactured within the Destination Country

Name of Bidder Bid Number Page of

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------------------------------------|------------------------------|---|--------------------------------------|--|---|---|---|---|--|
| Item | Description of Goods | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price ¹ EXW per item | Total price EXW per line item (cols. 4 x 5) | Unit price per line item final destination and unit price of other incidental services ³ | Cost of local labor, raw material, and components from Destination Country % of Col. 5 ² | Sales and other taxes payable if Contract is awarded (in accordance with ITB 15.6 | Total Price per line item (Col. 6 + 7) |
| <i>[insert number of the item]</i> | <i>[insert name of good]</i> | <i>[insert country of origin of the Good]</i> | <i>[insert quoted Delivery Date]</i> | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert unit price CIP per unit]</i> | <i>[insert total CIP price per line item]</i> | <i>[insert the corresponding price per line item]</i> | <i>[insert total price of the line item]</i> | <i>[insert number of the item]</i> |
| | | | | | | | | | |
| | | | | | | | | Total | |

Name in the capacity of

Signature of Bidder:_____

Duly authorized to sign the Bid for and on behalf of

Dated on day of 20

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

4. List of Related Services and Completion Schedule

[This table shall be filled in by the RIMES. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

| Service | Description of Service | Quantity ¹ | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|-------------------------------------|--|-----------------------|---------------|---|--|
| Technical and Professional Services | Aside from the supply and installation of necessary equipment, technical and professional services are also required to devise and implement the plans and services listed below: | n/a | n/a | | Completion dates of services shall comply with the deliverable deadlines specified in Section VII: Schedule of Requirements |
| | Preparation of the Site Installation Plan | | | Remote | |
| | <p>In-country (Timor-Leste) training for the following:</p> <ul style="list-style-type: none"> • Testing and calibration of the equipment (5 participants for 2 days) • Installation, maintenance, routine operation and equipment rescue in case of drift, including the operation of its data management system and testing of data transmission to on-shore facilities, for the telemetered wave bouy (8-10 participants for 5 training days) • Installation, maintenance, and routine operation, including the operation of its data management system and testing of data transmission to on-shore facilities, of the telemetered tide gauge (8-10 participants for 2 training days) • Operation and use of the echosounder, temporary tide gauge, GPS device, and drone, including the operation of its data management system (5 participants | | | Timor Leste | |

| | | | | | |
|--|--|--|--|-------------|--|
| | <p>for 7 training days)</p> <p>*Quotation should only include the flight tickets (one round trip airfare per trainer since training activities will be conducted in series), as well as professional fees and field accommodation/allowances (14 training days in total) of the trainers. Meals and transportation within Timor-Leste, and the participants expenses shall be shouldered by the Project.</p> | | | | |
| | | | | | |
| | <p>Preparation of the Operation and Maintenance Plan, which includes at least the following</p> <ul style="list-style-type: none"> o Standard operating and maintenance procedures for the wave buoys, tide gauges, and observing data management system o Schedule of site inspection and maintenance o Operational budget, developed in collaboration with DNMG | | | Timor Leste | |
| | | | | | |
| | | | | | |

Form of Bid Security (Bank Guarantee)

To: The Regional Integrated Multi Hazard Early Warning System (RIMES)
[insert address of the RIMES office]

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its Bid dated [date of submission of Bid] for the supply of [name and/or description of the goods] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called "the Bank"), are bound unto The RIMES (hereinafter called "the Purchaser") in the sum of [amount] for which payment well and truly to be made to RIMES, the Bank binds itself, its successors, and assignees by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder

- ((a) has withdrawn or modified the Bid during the period of bid validity specified in the Form of Bid;
- (b) Disagrees to arithmetical correction made to the bid price; or
- (c) having been notified of the acceptance of our Bid by RIMES during the period of bid validity, (i) fails to sign the contract if required by RIMES to do so or (ii) fails or refuses to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding documents.

2. We undertake to pay to RIMES up to the above amount upon receipt of its first written demand, without RIMES having to substantiate its demand, provided that in its demand RIMES states the amount claimed by it is due to it, owing to the occurrence of one or both conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:in the capacity of

signed

[Signature of the Bank]

Dated on day of 20

Form of Bid Security (Bid Bond)

BOND NO. _____

BY THIS BOND _____ as Principal (hereinafter called "the Principal"), and _____, authorized to transact business in _____, as Surety (hereinafter called "the Surety"), are held and firmly bound unto _____ as Obligee (hereinafter called "RIMES") in the sum of _____ (_____), for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to RIMES dated the ___ day of ___, 20___, for the construction of _____ (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid prior to the Bid validity expiry date set forth in the Form of Bid, or any extended date provided by the Bidder; or
- (b) refuses to accept the correction of its Bid by RIMES pursuant to **ITB**
- (c) having been notified of the acceptance of its Bid by RIMES prior to the expiry date of the Bid validity or any extension thereto provided by the Bidder; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to RIMES up to the above amount upon receipt of RIMES's first written demand, without RIMES having to substantiate its demand, provided that in its demand RIMES shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity set forth in the Form of Bid or any extension thereto provided by the Bidder.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20__.

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

Bid Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Regional Integrated Multi Hazard Early Warning System (RIMES)

[insert address of the RIMES office]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the RIMES for the period of time as determined by RIMES if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of bid validity specified in the Form of Bid; or
- (c) having been notified of the acceptance of our Bid by the RIMES during the period of bid validity, (i) failure to sign the contract if required by RIMES to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

Manufacturer's Authorization

Date: *[insert date (as day, month and year) of bid submission]*

Bid No.: *[insert Bid Number and Particulars]*

To: The Regional Integrated Multi Hazard Early Warning System (RIMES)
[insert address of the RIMES office]

WHEREAS *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of supplies manufactured]*, having factories at *[insert full address of Manufacturer]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid in relation to the Bidding Document indicated above, the purpose of which is to provide the following Goods, manufactured by us *[insert name or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 18 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

In the capacity of *[insert legal capacity of person signing the Manufacturer's Authorization]*

Duly authorized to sign the Manufacturer's Authorization for and on behalf of: *[insert complete name of Manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Note: *[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 letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Form INTEG- Undertaking by Bidder on Anti – Bribery Policy / Code of Conduct and Compliance Program

[Bidder must submit a statement, as part of the bid documents, in the format given below which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Bidding company and, where relevant, of its subsidiary in the Destination Country. If a bid is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.]

This company _____ *[name of company]* places importance on competitive Bidding takes place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any RIMES officer their relations or business associates, in connection with its bid, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company, or contract including agents, consultants, consortium partners, sub-contractors, and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached⁷.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

⁷Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of

Conduct and Compliance program of the Bidder. For bids submitted by the JV each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programs

SECTION VI: ELIGIBLE COUNTRIES

Bid No.: *[insert Bid Number and Particulars]*

All countries are eligible except countries subject to the following provisions. A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of Destination Country prohibits commercial relations with that country, provided that the Government of Destination Country is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Destination Country prohibits any import of goods from that country or any payments to persons or entities in that country.

PART 2 – RIMES REQUIREMENTS

SECTION VII: SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Bidding documents by RIMES, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section V. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB39.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, or CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered to the carriers), and (b) the date prescribed herein from which RIMES’ delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery.

- (i) at EXW premises, or*
- (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or*
- (iii) to the first carrier when the contract is placed on FCA or CIP terms.*

In order to determine the correct date of delivery hereafter specified, RIMES has taken into account the additional time that will be needed for international or national transit to the End User Site or to another common place.

1. List of Goods and Related Services

Bid No.: RFB-001-2023

The overall objective of the contract engagement under this Bid is to support Timor Leste's National Directorate for Meteorology and Geophysics (DNMG) to:

- 1) Establish telemetered wave buoy and tide gauges at appropriate locations, including an on-shore data receiving facility, for wave and tide monitoring; and
- 2) Build capacity to install, operate and maintain all equipment.

KEY COMPONENTS OF THE ASSIGNMENT

The table below lists the key components of the assignment and the required equipment for procurement and installation. Please also **refer to the Scope of Work** attached to this RFB for more information about the Project and the assignment's requirements.

| Item number | Brief Description of Goods and Related Services | Quantity | Unit of Measure |
|-------------|---|----------|-----------------|
| 1 | Establishment of Telemetered Wave Buoy and Tide Gauges, and On-Shore Data Receiving Facility | | |
| | 1) Procurement and installation | | |
| | a. Supply the following, according to the minimum technical specifications | | |
| | - wave buoy, including mooring, telemetry, software, and display | 1 | unit |
| | - permanent tide gauge, including telemetry, software, and display | 2 | unit |
| | - temporary/portable tide gauge | 1 | unit |
| | - echo sounder, including transducer, software and mobile data processor, and display | 1 | unit |
| | - marine-grade GPS device | 1 | unit |
| | - survey-grade drone, including 4 batteries, software and computer for data processing and simulation | 1 | unit |
| | b. Install field observing stations, with the participation of trained personnel from | | |

| | | | |
|---|---|---|----------|
| | DNMG and partner agencies | | |
| | - Wave buoy | 1 | location |
| | - Permanent tide gauge | 2 | location |
| | 2) Testing | | |
| | a. Test the system, in collaboration with DNMG and partner agencies, from detection and data communication through to data receipt at the on-shore data facility and data acquisition at DNMG operations center. | | |
| 2 | Capacity Building Train key staff from DNMG and relevant partner agencies to build capacity in: | | |
| | Telemetered wave buoy assembly, calibration, and testing through factory training for 5 participants | | |
| | 1) Telemetered wave buoy installation, maintenance, routine operation, and equipment rescue in case of drift, including operation of its data management system and testing of data transmission to on-shore facilities through in-country training for 8-10 participants | | |
| | 2) Telemetered tide gauge assembly, calibration, and testing through factory training for 5 participants | | |
| | 3) Telemetered tide gauge installation, maintenance, and routine operation, including the operation of its data management system and testing of data transmission to on-shore facilities through in-country training for 8-10 participants | | |
| | 4) Operation and use of the echosounder, temporary tide gauge, GPS device, and survey drone, including the operation of its data management system through in-country training for 5 participants | | |
| 3 | Operation and Maintenance Prepare the operations and maintenance plan which will include the following: | | |
| | 1) Standard operating and maintenance procedures for the wave buoys, tide gauges, and observing data management system | | |

| | | | |
|--|---|--|--|
| | 2) Schedule of site inspection and maintenance | | |
| | 3) Operational budget, developed in collaboration with DNMG | | |
| | | | |

KEY ACTIVITIES AND TIMEFRAME

The bidder is requested to propose activities and timeframe that best delivers the objective and deliverables under this assignment. These will include activities listed below:

| Item number | Activities | Proposed Timing | Objective |
|-------------|--|-----------------|---|
| 1 | Assignment initiation | October 2023 | Agreement on assignment objective, scope, schedule, and deliverables |
| 2 | Installation and commissioning of field observing stations | March 2024 | Operation of field observing stations, onshore data facility, and data acquisition at DNMG |
| 3 | Training | March 2024 | Trained staff of DNMG and relevant partner agencies in wave buoy and tide gauge assembly, calibration, testing, installation, maintenance, routine operation, buoy rescue, management of data quality and integrity, and operation and use of near-shore survey equipment |

DURATION OF WORK

The assignment is over 7 months, with the following expected start and completion dates:

Contract start date: 1 October 2023

Contract completion date: 30 April 2024

TEAM COMPOSITION

The Contractor's implementation and training team should include at the minimum the following key professionals who shall be involved in equipment installation and deployment, in the different training activities, and in the report writing:

| Team Members | Qualifications |
|-------------------|---|
| Team Leader | Bachelor's degree in engineering, business administration, or a related field. At least three years of work experience in project management, including stakeholder collaboration, report writing, and risks management |
| Metocean Engineer | Bachelor's degree in engineering, oceanography, meteorology, or a |

| | |
|-----------------------|---|
| | related field. At least three years of work experience in collecting and analyzing metocean data through deployment and/or maintenance of wave buoys, weather stations, or other monitoring equipment. |
| Hydrographic Surveyor | Bachelor's degree in engineering, marine science, oceanography, or a related field. At least three years of work experience in collecting and analyzing data using specialized equipment such as multibeam and single-beam echo sounders, side-scan sonar, sub-bottom profilers, and positioning systems like GPS or inertial navigation systems (INS). |
| Survey Engineer | Bachelor's degree in surveying, geomatics, civil engineering with a surveying specialization, or a related field. At least three years of work experience in field and topographic surveying through the use of drone, total stations, laser scanners, remote sensing, and GIS softwares. |

The attached commodity specific conditions will form an integral part of any resulting contract.

2. Delivery and Completion Schedule

Bid No: RFB-001-2023

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC13 for the interpretation of the delivery period.

| Item number | Brief Description of Supplies or Related Services | Delivery/ Completion Period (days/wks./mths) | Delivery Point/ Site |
|-------------|--|---|--|
| 1. | Site installation plan <ul style="list-style-type: none"> - Site preparation plan, including all in-country procurement to enable installation, and support needed from DNMG | 15 November 2023 | RIMES Headquarters |
| 2 | All equipment procured and ready for installation <ul style="list-style-type: none"> - Delivery on site of 1 wave buoy with telemetry; 2 permanent tide gauges with telemetry; 1 temporary/portable tide gauge; 1 echo sounder, including transducer, software, and mobile data processor; 1 marine-grade GPS device; and 1 survey-grade drone, including software and computer for data processing and simulation - Staff trained in wave buoy and tide gauge assembly, calibration, and testing | 20 January 2024 | <ul style="list-style-type: none"> - Timor-Leste - Vendor/ factory |
| 3 | Installed and operational field observing stations and data receiving facility <ul style="list-style-type: none"> - 1 telemetered wave buoy and 2 telemetered | 20 February 2024 | <ul style="list-style-type: none"> - Timor-Leste |

| | | | |
|---|---|---------------|--|
| | <p>permanent tide gauge installed</p> <ul style="list-style-type: none"> - On-shore data facility receiving observing data from these stations and linked to DNMG operations center - Staff trained in wave buoy and tide gauge installation, maintenance, routine operation, buoy rescue, and management of data quality and integrity | | <ul style="list-style-type: none"> - Timor-Leste - Timor-Leste |
| 4 | <p>Operation and maintenance plan</p> <ul style="list-style-type: none"> - Standard operating and maintenance procedures for the wave buoys, tide gauges, and observing data management system - Schedule of site inspection and maintenance - Operational budget developed in collaboration with DNMG | 10 March 2024 | RIMES Headquarters |
| 5 | <p>Support to DNMG in ocean modeling and risk assessment</p> <ul style="list-style-type: none"> - Staff trained in operation and use of near-shore survey equipment | 15 March 2024 | Timor-Leste |
| | | | |

TECHNICAL SPECIFICATIONS

“Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

| Item No | Name of Goods or Related Service | Technical Specifications and Standards |
|----------------|---|---|
| 1. | Directional Wave Buoy 0.9m | <p>Heave: Range: –20 m - +20 m, resolution: 0.01m Accuracy: < 0.5% of measured value after calibration, < 1.0% of measured value after 3 year Period: 1.6 s - 30 s Direction: Range: 0° - 360°, resolution 1.4° (1 binary degree) Heading error: 0.4° - 2° (depending on latitude) typical 0.5° Period: 1.6 s - 30 s (free floating) Water temperature: Range: –5 °C - +46 °C, resolution: 0.05 °C Accuracy: < 0.1 °C (sensor accuracy) Sensor type: Stabilized platform sensor, performing heave and direct pitch and roll measurements combined with a 3D fluxgate compass and X/Y accelerometers. Sampling: 8-channel, 14bit @ 3.84Hz Processing: 32 bits microprocessor system Integrated data logger: Compact flash module 512Mb LED Flashlight: Antenna with integrated LED flasher, colour yellow (590 nm), pattern 5 flashes every 20 s, standard length 35 cm GPS position: 12 channel, fix every 30 min, precision <10 m HF Link: Frequency range 25.5 - 35.5 MHz (35.5 - 45.0 MHz on request) Transmission range 50 Km over sea, user replaceable. Iridium/Argos: Satellite communication GSM: Mobile communication, wave & temp data transmission (dial-in or GPRS) including software Solar power system: Solar panel combined with capacitors Radar reflectors: Two reflectors mounted on hatch cover (retrofittable) Hull diameter: 0.9m (excluding fender)</p> |

| | | |
|---|---|--|
| | | Material: Stainless steel Cunifer10 Weight: approx. 225 Kg (0.9m) Batteries: 0.9 m diam. operational life 3 years, 3 sections of 15 batteries Temperature range: Operating: –5 °C - +35 °C Storage: –5 °C - +40 °C (+ 55 °C short term, weeks only) Receiver: Advanced HF link receiver (100-240V) with synthesizer tuner, network connectivity and HVA support, including receiving antenna and antenna cable, 100m |
| 2 | Mooring system | Mooring system for wave buoy for depth of 17-100m (low tide) includes 30 m rubber cord 35 mm diameter, 200 m polypropylene rope 12 mm, 2 PP terminals, 1 float 10 Kg, 1 in-line float 3 Kg, 1 shackle 25 mm mild steel, 2 sinker weights 1 Kg |
| 3 | Monitoring Software | Contains a set of programs for data acquisition, processing and presentation of the wave buoy data Available for Windows 7, 8 and 10, and for Linux distributions |
| 4 | Laptop for wave buoy | Processor: Core i7-12700H processor Tetradeca-core 2.30 GHz RAM: 16 GB, DDR5 SDRAM Boot drive: 1TB SSD Screen: 16" WQXGA (2560 x 1600) 16:10 240 Hz Graphics memory: 8GB Wireless Networking: 802.11ax, Bluetooth Battery: at least 7hrs OS: Windows 11 Pro Processor: Core i7-12700H processor Tetradeca-core 2.30 GHz RAM: 16 GB, DDR5 SDRAM Boot drive: 1TB SSD Screen: 16" WQXGA (2560 x 1600) 16:10 240 Hz Graphics memory: 8GB Wireless Networking: 802.11ax, Bluetooth Battery: at least 7hrs OS: Windows 11 Pro |
| 5 | Additional Buoy Features | Solar panel to be combined with standard batteries (Including Power Storage Pack) Anti-Spin Triangle for 0.9 m diameter buoy with accelerometer |
| 6 | Test equipment/ spares/consumables (5 YEARS OPERATION) | LED flashlight, HF Rubber cord 35 mm diameter - 30 m, With 1 standard and 1 swivel terminal Rubber cord 35 mm diameter - 30 m, With 2 standard terminals and safety line Propylene 12mm |

| | | |
|---|--------------------------|---|
| | | Set of 5 batteries (RC27B, 270 Wh per battery) (DWR4 ACM) SPARE Mooring system for depth of 17-100m (low tide)*2 |
| 7 | Radar water level | Measuring range up to 30 m (98.43 ft) Deviation ≤ 2 mm Beam angle 4° Measuring frequency W-band (80 GHz technology) Mounting connection Thread G1, 1 NPT, R1 Process pressure -1 ... +3 bar (-100 ... +300 kPa/-; 14.5 ... +43.51 psig) Process temperature -40 ... +80 °C (-40 ... +176 °F) Ambient temperature -40 ... +80 °C (-40 ... +176 °F) Bluetooth standard Bluetooth 5.0 Effective range typ. depending on the local conditions: 25 m (82 ft) Operating voltage 12 ... 35 V DC Protection rating: IP66/IP68 (3 bar, 24 h) acc. to IEC 60529, Type 4X/6P acc. to UL 50 Materials: wetter parts made of PVDF, connection cable PUR insulated Output data parameters include at the minimum date, time, pressure, depth, tide |
| 8 | Data Logger (tide gauge) | Mount: (3) 3/8-16 bolt holes on bottom Material: Anodized aluminum Weight: 3.5 lbs Dimensions: 4.9" Diameter, 4.77" Height Power requirements: 5-16 VDC +/-5% (Reverse polarity protected) Current Draw (Typical @ 12VDC): Low power sleep: 350uA; Active: 45mA; Cellular Transmitting: 300mA; Iridium satellite transmitting: 170mA Peak Current: Power supply must be able to sustain a 500mA 1-second peak current (@ 12V) Operating temperature: -20 to 70°C Rating: IP67 (Standalone); IP65 (With telemetry) User interface: RS-485 direct to CONNECT Software, WQDataLive Web Datacenter, Status LEDs Data logging: 256MB microSD card (expandable up to 4GB) Data Processing: Parameter level polynomial equation adjustment; Basic & Burst Averaging (min, max, standard deviation, and raw data available) Real time Clock (RTC): <30sec/month drift1; Auto-sync weekly2; Internal backup battery Log interval: User configurable from 1 minute (10 |

| | | |
|----|-----------------|---|
| | | <p><i>minute default</i>)3; <i>Unique interval per sensor</i> <i>Transmission Trigger: Time-based; Selective parameter upload option</i> <i>Sensor interfaces: SDI-12, RS-232 (3 Channels), RS485</i> <i>Sensor power: (3) independent switches from input supply</i>4,5 <i>Built-in sensors: Temperature (-40 to 85C, 0.1C resolution, ±0.3C accuracy); Humidity (0% to 100%, 0.1% resolution, ±4% accuracy from 5 to 95% RH & -20 to 70C); Battery voltage; System & sensor current</i> <i>Sensor ports: (3) 8-Pin for Sensor Interface (RS-232, RS-485, SDI-12, Switched Power, GND)</i> <i>Power port: (1) 6-Pin for Power and Communication (Primary/Secondary/Backup Input, RS-485 Host, GND)</i> <i>Telemetry options: Wi-Fi, 4G LTE cellular, CAT-M1 cellular, Iridium satellite, 900 MHz radio, 2.4 GHz radio</i> <i>Antenna Port: SMA (Cellular and Iridium) and RP-SMA (Radio)</i></p> |
| 9 | Accessories | <p><i>Mounting pole and wall mount kit, 1.5in - 2in diameter</i> <i>Sensor mounting bracket for 1" threads, 200mm UW plug connectorization of sensor cable assembly</i> <i>Solar power pack, 32-watt. Includes solar panel, regulator, 17 A-Hr battery & pole mount weather tight enclosure</i> <i>AC power adapter</i> <i>Direct connect USB PC cable with external 12VDC power leads</i></p> |
| | | |
| 10 | Display | <p><i>"Processor: Core i7-12700H processor</i> <i>Tetradeca-core 2.30 GHz</i> <i>RAM: 16 GB, DDR5 SDRAM</i> <i>Boot drive: 1TB SSD</i> <i>Screen: 16"" WQXGA (2560 x 1600) 16:10 240 Hz</i> <i>Graphics memory: 8GB</i> <i>Wireless Networking: 802.11ax, Bluetooth</i> <i>Battery: at least 7hrs</i> <i>OS: Windows 11 Pro"</i></p> |
| 11 | Data management | <p><i>Secure cloud storage, interactive map, multi-level users, remote configuration, dashboards with graphs, statistics and tables, produce reports, and with quick alerts, API integartion, data export tool,</i></p> |

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| | | alarms, calculated parameters, 10GB photo and video storage, with unlimited data storage Software to configure output data which supports formats like .odv, .xlsx, .txt and includes tidal averaging tool Output data parameters include at the minimum date, time, pressure, depth, tide |
| 12 | Self-recording Submersible Tide Gauge | Physical Power: Any AA cell Maximum operation time on one battery (hr): 86 Communication: USB-C Clock drift : ± 60 seconds/year Depth rating: 1000m OSP and over 10km titanium Diameter: 25.4mm Length: ~210mm Weight: Approx 0.15kg Material: Plastic Temperature: -5 degC (min), 35 degC (max) Range: 20 or 50m Pressure (Depth) Sensor Calibrated measurement range: OSP: 20 / 50 / 100 / 200 / 500 / 1000 dbar Ti: 1000 / 2000 / 4000 / 6000 / 10000 dbar *Recommended depth for wave measurements less than 50m Initial accuracy: $\pm 0.05\%$ full scale Resolution: $< 0.001\%$ full scale Time constant: $< 10\text{ms}$ Typical Stability: 0.05% FS Sample capacity (2Hz or slower, 4Hz): ~30M readings Sample capacity (2Hz): 10M Sample capacity (16Hz): 60M samples Sample capacity (32Hz): 60M samples |
| 13 | Support Kit | |
| 14 | Echosounder | Physical Dimensions: 30.0 x 25.0 x 13.8 cm (L x W x D), 11.81" x 9.84" x 5.43" Display: 420 x 272 touch screen colour LCD Weight: 3.65 kg (8.05 lbs)* Connectors: Industrial RJ45, TNC Environmental Operating temperature: 0°C – 50°C (32°F – 122°F) |

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| | | <p>Humidity: 95% non condensing Ingress protection rating: IP67</p> <p>Power Power consumption: 7.2 watts (approx operating time 8+ hours) Internal battery: Rechargeable high capacity NiMH battery 10Ah Antenna voltage output: 5.0 VDC External power supply: Nominal 12.0 VDC @ 2A (9-30 VDC range) Power supply: Nominal 5.0 VDC @ 100 mA (5-24 VDC range)</p> <p>Connectivity Network Ports: 1, 2 Bluetooth: 0 – 50 m range (line of sight) Wi-Fi: 0 – 1000 m range Internal UHF Rx modem: 403 – 473 MHz (RTK only)</p> <p>Transducer SS510 Transducer passive 200 kHz, 9° beamwidth, c/w 9 meters cable and LEMO 2K 6 pin connector Accessories to be included Transducer mounting bracket, aluminium, for 200kHz transducers to suit 50mm OD pipe, PP Case for 200 kHz Transducer, Boat Mounting Bracket & Transducer Pole</p> <p>Echo Sounder Mode: Auto Shallow, Auto or Manual Depth range: 0.15 – 200 m (0.6 – 650 ft) @ 200 kHz or 0.75 - 200 m (2.5 - 650 ft) @ 24/33kHz Ping rate: 1 – 20 Hertz, depth dependent Pulse length: HF (1 – 35), LF (1 – 30) TVG: None, LOG 10, LOG 20 Manual gain: 30 – 100% Acoustic Velocity Range: 1350 – 1750m (4,429 – 5,741 ft) Draft: 0 – 10 m (1 cm increments) Accuracy: 1 cm ± 0.1% of depth Resolution: 1 cm</p> <p>External Data Interfaces (RS-232) GNSS: input NMEA 0183 Heave input: TSS 1 (Heave Aiding) Tide input: Capable RTCM: RS-232 UHF or Network</p> |
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| | | Compass input: NMEA 0183, HDG or HDT Data Logging Internal memory: 16 GB (32 GB optional) External memory: 16 GB (32 GB optional) |
| 15 | Hydrographic software | AD CP Editor, anchor and tug management, channel design, chart plotting, cloud storage, cross section volumes, data converter for 3rd party files, data export program, ENC editor, geocoder, geodetic utilities, line planning and preparation editors, magnetometer and ADCP acquisition, magnetometer editor, multi language support, navigation and vessel positioning and AIS support, remote viewer, single beam editor, sounding reduction program, SS collections real time mosaic, SSS mosaic processing and targeting, aub-botton acquisition, survey, tide and sound velocity corrections, TIN model |
| 16 | Rugged laptop for display | Processor: 11th Gen Intel® Core™ i5-1135G7 OS: Windows 11 Pro Memory: 8 GB, 1 x 8 GB, DDR4, 3200 MHz Hard drive: 256 GB SSD, M.2, PCIe NVMe, SSD, Class 35 Display: 14.0-in. display Full HD (1920X1080) 100% sRGB Anti-Glare Starting at 4.35 lbs Ports: RJ45 Ethernet port, 3.2 Gen 1 port with PowerShare, TBT4/USB 3.2 Gen 2 Type-C port with PowerDelivery 3.0, HDMI 2.0 port, Serial RS-232 port |
| 17 | GPS Mapper | General DIMENSION 2.67" x 6.85" x 1.67" (6.77 x 17.40 x 4.23 cm) DISPLAY SIZE 1.5"W x 2.5"H (3.8 x 6.3 cm); 3" diag (7.6 cm) DISPLAY RESOLUTION 240 x 400 pixels DISPLAY TYPE transfective, 65K color TFT WEIGHT 9.95 oz (282g) with batteries WATERPROOF IPX7 BATTERY TYPE 2 AA batteries (not included); NiMH or Lithium recommended |

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| | | <p>BATTERY LIFE up to 19 hours</p> <p>MIL-STD-810 yes (thermal, shock, water); bare unit only</p> <p>INTERFACE high speed microUSB and NMEA 0183 compatible</p> <p>MEMORY/HISTORY 8 GB (user space varies based on included mapping on sc version)</p> <p>Maps and Memory</p> <p>PRELOADED MAPS Available on sc version only</p> <p>ABILITY TO ADD MAPS Yes</p> <p>BASEMAP Yes</p> <p>AUTOMATIC ROUTING (TURN BY TURN ROUTING ON ROADS) FOR OUTDOOR ACTIVITIES Yes (with optional mapping for detailed roads)</p> <p>MAP SEGMENTS 15000</p> <p>INCLUDES DETAILED HYDROGRAPHIC FEATURES (COASTLINES, LAKE/RIVER SHORELINES, WETLANDS AND PERENNIAL AND SEASONAL STREAMS) Yes</p> <p>INCLUDES SEARCHABLE POINTS OF INTERESTS (PARKS, CAMPGROUNDS, SCENIC LOOKOUTS AND PICNIC SITES) Yes</p> <p>DISPLAYS NATIONAL, STATE AND LOCAL PARKS, FORESTS, AND WILDERNESS AREAS Yes</p> <p>EXTERNAL MEMORY STORAGE yes (32 GB max microSD card, not included)</p> <p>WAYPOINTS/FAVORITES/LOCATIONS 10000</p> <p>TRACKS 250</p> <p>NAVIGATION TRACK LOG 20,000 points, 250 saved gpx tracks, 300 saved fit activities</p> <p>NAVIGATION ROUTES 250, 250 points per route; 50 points auto routing</p> <p>RINEX LOGGING Yes</p> <p>Outdoor Recreation</p> <p>POINT-TO-POINT NAVIGATION Yes</p> <p>AREA CALCULATION Yes</p> <p>HUNT/FISH CALENDAR Yes</p> <p>GEOCACHING-FRIENDLY Yes (Paperless)</p> <p>CUSTOM MAPS COMPATIBLE Yes</p> <p>PICTURE VIEWER Yes</p> |
| 18 | Drone | <p>Aircraft</p> <p>Weight (with propellers, without accessories): 915 g</p> <p>Max Takeoff Weight: 1,050 g</p> <p>Dimensions</p> <p>Folded (without propellers): 221×96.3×90.3 mm (L×W×H)</p> <p>Unfolded (without propellers): 347.5×283×107.7 mm</p> |

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| | | <p> (L×W×H) Diagonal Distance: 380.1 mm Max Ascent Speed: 6 m/s (Normal Mode), 8 m/s (Sport Mode) Max Descent Speed: 6 m/s (Normal Mode), 6 m/s (Sport Mode) Max Flight Speed (at sea level, no wind) 15 m/s (Normal Mode): Forward: 21 m/s, Side: 20 m/s, Backward: 19 m/s (Sport Mode) Max Wind Speed Resistance: 12 m/s Max Take-off Altitude Above Sea Level: 6000 m (without payload) Max Flight Time (no wind): 45 mins Max Hover Time (no wind): 38 mins Max Flight Distance: 32 km Max Tilt Angle: 30° (Normal Mode): 35° (Sport Mode) GNSS: GPS+Galileo+BeiDou+GLONASS (GLONASS is supported only when the RTK module is enabled) Hovering Accuracy: Vertical: ±0.1 m (with Vision System); ±0.5 m (with GNSS); ±0.1 m (with RTK) Horizontal: ±0.3 m (with Vision System); ±0.5 m (with High-Precision Positioning System); ±0.1 m (with RTK) Operating Temperature Range: -10° to 40° C (14° to 104° F) Motor Model: 2008 Beacon: Built into the aircraft </p> <p> Battery*4 Capacity: 5000 mAh Standard Voltage: 15.4 V Max Charging Voltage: 17.6 V Type: LiPo 4S Chemical System: LiCoO2 Energy: 77 Wh Weight: 335.5 g Charging Temperature: 5° to 40° C (41° to 104° F) </p> <p> Charger Input: 100-240 V (AC Power), 50-60 Hz, 2.5 A Output Power: 100 W Output: Max. 100 W (total) When both ports are used, the maximum output power of each interface is 82 W, and the charger will dynamically allocate the output power of the two ports according to the load power. </p> <p> Includes Wide Camera and Tele Camera (with video resolution of H.264, 4K: 3840×2160@30fps, FHD: </p> |
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| | | <p>1920×1080@30fps) , Thermal Camera (with video resolution of 640×512@30fps), Gimbal (with stabilization of 3-axis (tilt, roll, pan) and controllable tilt range of -90° to 35°, and sensing (Omnidirectional binocular vision system, supplemented with an infrared sensor at the bottom of the aircraft).</p> <p>Remote controller Max Transmission Distance (unobstructed, free of interference): FCC: 15 km, CE/SRRC/MIC: 8 km Video Transmission Operating Frequency: 2.400-2.4835 GHz, 5.725-5.850 GHz Antenna: 4 Antennas, 2T4R Video Transmission Transmitter Power (EIRP): 2.4 GHz: <33 dBm (FCC), <20 dBm (CE/SRRC/MIC), 5.8 GHz: <33 dBm (FCC), <14 dBm (CE), <23 dBm (SRRC) Wi-Fi Protocol: 802.11 a/b/g/n/ac/ax, Support 2×2 MIMO Wi-Fi Wi-Fi Operating Frequency: 2.400-2.4835 GHz, 5.150-5.250 GHz, 5.725-5.850 GHz Wi-Fi Transmitter Power (EIRP): 2.4 GHz: <26 dBm (FCC), <20 dBm (CE/SRRC/MIC), 5.1 GHz: <26 dBm (FCC), <23 dBm (CE/SRRC/MIC), 5.8 GHz: <26 dBm (FCC/SRRC), <14 dBm (CE) Bluetooth Protocol: Bluetooth 5.1 Bluetooth Operating Frequency: 2.400-2.4835 GHz Bluetooth Transmitter Power (EIRP): < 10 dBm Screen Resolution: 1920×1080 Screen Size: 5.5 inches Screen: 60 fps Brightness: 1,000 nits Touchscreen Control: 10-point multi-touch Battery: Li-ion (5000 mAh @ 7.2 V) Charging Type: Recommended to be charged with the included DJI USB-C Power Adapter (100W) or USB charger at 12 V or 15 V Rated Power: 12 W Storage Capacity: Internal Storage (ROM): 64 GB Supports a microSD card for expanded capacity. Charging Time: Approx. 1 hour 30 minutes (with the USB-C Power Adapter (100W) only charging the remote controller or a USB charger at 15 V), Approx. 2 hours (with a USB charger at 12 V), Approx. 2 hours 50 minutes (with th USB-C Power Adapter (100W) charging the aircraft and remote controller simultaneously) Operating Time: Approx. 3 hours</p> |
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| | | <p>Operating Temperature Range: -10° to 40° C (14° to 104° F)</p> <p>Storage Temperature:</p> <p>-30° to 60° C (-22° to 140° F) (within one month)</p> <p>-30° to 45° C (-22° to 113° F) (one to three months)</p> <p>-30° to 35° C (-22° to 95° F) (three to six months)</p> <p>-30° to 25° C (-22° to 77° F) (more than six months)</p> <p>Charging Temperature: 5° to 40° C (41° to 104° F)</p> <p>GNSS: GPS+Galileo+GLONASS</p> <p>Dimensions:</p> <p>Antennas folded and controller sticks unmounted: 183.27×137.41×47.6 mm (L×W×H)</p> <p>Antennas unfolded and controller sticks mounted: 183.27×203.35×59.84 mm (L×W×H)</p> <p>Weight: Approx. 680 g</p> <p>RTK Module</p> <p>Dimensions: 50.2×40.2×66.2 mm (L×W×H)</p> <p>Weight: 24±2 g</p> <p>Interface: USB-C</p> <p>Power: Approx. 1.2 W</p> <p>RTK Positioning Accuracy: RTK Fix: Horizontal: 1 cm + 1 ppm; Vertical: 1.5 cm + 1 ppm</p> |
| 19 | Data processing software for mapping | <p>Metashape license includes 12 month of e-mail based technical support and entitles the licensee to free updates of the software up to the version 1.9.x</p> |
| 20 | Display Laptop | <p>Processor: Core i7-12700H processor</p> <p>Tetradeca-core 2.30 GHz</p> <p>RAM: 16 GB, DDR5 SDRAM</p> <p>Boot drive: 1TB SSD</p> <p>Screen: 16" WQXGA (2560 x 1600) 16:10 240 Hz</p> <p>Graphics memory: 8GB</p> <p>Wireless Networking: 802.11ax, Bluetooth</p> <p>Battery: at least 7hrs</p> <p>OS: Windows 11 Pro</p> |

3. Specification and Compliance Sheet

Bid Number: RFB-001-2023

Column b states the minimum technical specification of the item(s) required by the RIMES.

The Bidder is to complete column c with the technical specification of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance.

Column d provides the technical literature of the specification offered.

| Item No. | Technical Specification required including applicable Standards | Compliance of specification offered | Technical literature on specification offered in column c |
|----------|---|-------------------------------------|---|
| <i>A</i> | <i>B</i> | <i>c</i> | <i>D</i> |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Bidders must complete column c or the bid will be considered technically non-performance.

Bidders are required to use column d to include technical literature to support the details provided in column c.

4. Drawings

Bid Number: RFB-001-2023

[illegible]

5. Inspections and Tests

Bid Number: RFB-001-2023

| List of Inspections and Tests | |
|--|---|
| Items subject to Inspection and Tests; | All items are subject to inspection and test at Destination after receipt |
| Type of inspection or tests and the Standards to be met; | -- |
| Location of the inspection or tests; | At Destination after receipt |
| Inspection agency; | RIMES |
| Timing of the inspection; | --- |
| Notifications or documentation required from the provider; | --- |
| Provision of any samples for inspection; | Not Applicable |
| Cost of the inspection; | Not Applicable |
| Arrangements and costs for any re-inspection required; | ---- |
| Any other relevant details. | ----- |

PART 3 –CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII: GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

| | |
|--|------------|
| 1. Definitions | 97 |
| 2. Application and interpretation | 99 |
| 3. Conditions Precedent | 97 |
| 4. Governing Language | 100 |
| 5. Applicable Law | 100 |
| 6. Country of Origin | 100 |
| 7. Standards | 100 |
| 8. Use of Contract Documents and Information; Inspection and Audit by the Financing Institution | 100 |
| 9. Patent and Copy Rights | 101 |
| 10. Performance Securities | 101 |
| 11. Inspections and Test | 102 |
| 12. Packing | 102 |
| 13. Delivery and Documents | 103 |
| 14. Insurance | 103 |
| 15. Transportation | 103 |
| 16. Incidental Services | 103 |
| 17. Spare Parts | 104 |
| 18. Warranty | 105 |
| 19. Payment | 105 |
| 20. Prices | 106 |
| 21. Change Orders | 106 |
| 22. Contract Amendments | 107 |
| 23. Assignment | 107 |
| 24. Subcontracting | 107 |
| 25. Delays in the Supplier's Performance | 107 |
| 26. Liquidated Damages | 108 |
| 27. Termination for Default | 108 |
| 28. Force Majeure | 109 |
| 29. Termination for Insolvency | 110 |
| 30. Termination for Convenience | 110 |
| 31. Disputes Resolution | 110 |
| 32. Limitation of Liability | 111 |
| 33. Notices | 111 |
| 34. Taxes and Duties | 111 |

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| 1. Definitions | 1.1 | The following words and expressions shall have the meanings hereby assigned to them: |
| | | <p>a) The Purchaser means the Regional Integrated Multi Hazard Early Warning Systems (RIMES) regional office or it's country office, purchasing the Goods and related service as named in the SCC.</p> <p>b) The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.</p> <p>c) "The Contract" means the agreement entered into between the Purchaser (RIMES) and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>d) The Commencement Date is the date when the Supplier shall commence execution of the contract as specified in the SCC.</p> <p>e) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.</p> <p>f) The Contract Price is the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p>g) Days are calendar days.</p> <p>h) "Defective Goods" are goods which are below Standards, requirements or specifications stated by the Contract.</p> <p>i) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under Contract.</p> <p>j) "Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by the Purchaser upon fulfillment of the condition's precedent stipulated in GCC 3.</p> <p>k) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.</p> <p>l) "End User" means the RIMES Regional/Country office(s) where the goods will be used, as named in the SCC.</p> |

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| | | <p>m) “Destination Country” is the country in which End User is located and the country to which the Goods under the contract are to be delivered and the related services to be rendered.</p> <p>n) “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>m) “GCC” means the General Conditions of Contract contained in this section.</p> <p>n) The Intended Delivery Date is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC</p> <p>o) “The Related Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.</p> <p>p) “The Project Name” means the name of the project stated in SCC.</p> <p>q) “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially</p> |
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| | | <p>recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>r) “SCC” means the Special Conditions of Contract.</p> <p>s) “Specification” means the Specification of the Goods included in the Contract and any modification or addition made or approved by the Purchaser.</p> <p>t) The “Supplier” means the individual private or government entity or a combination of the above</p> |
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| | | <p>whose Bid to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.</p> <p>u) The “Supplier's Bid” is the completed Bid document submitted by the Supplier to the Purchaser.</p> |
| 2. Application and interpretation | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract viz. SCC . |
| | 2.2 | In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined. |
| | 2.3 | <p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Notification of Award (NoA) (3) Negotiation Minutes, if any. (4) Form of Bid (5) Special Conditions of Contract, (6) General Conditions of Contract, (7) Specifications (8) Completed Schedules (including Price Schedules), and (9) Any other document listed in the Special Conditions of Contract as forming part of the Contract. |
| 3. Conditions Precedent | 3.1 | The Contract shall come into effect after the Supplier fulfilling the conditions precedent stated in the SCC . |
| | 3.2 | If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect. |

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| | 3.3 | If the Purchaser is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date. |
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| 4. Governing Language | 4.1 | The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language specified in SCC . Subject to this Clause, the version of the Contract written in the specified language shall govern its interpretation. |
| 5. Applicable Law | 5.1 | The contract shall be governed and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in SCC . |
| 6. Country of Origin | 6.1 | The origin of Goods and Services may be distinct from the nationality of the Supplier. |
| 7. Standards | 7.1 | The Goods supplied under this Contract shall conform to the Standards mentioned in the Technical Specifications, and, when no applicable Standard is mentioned, to the authoritative Standards appropriate to the Goods' country of origin. Such Standards shall be the latest issued by the concerned institution. |
| 8. Use of Contract Documents and Information; Inspection and Audit by RIMES or its nominated external agency or donor agencies (financing institutions) | 8.1 | The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. |
| | 8.2 | The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC 7.1 [Standards] except for purposes of performing the Contract. |
| | 8.3 | Any document, other than the Contract itself, enumerated in GCC 7.1 [Standards] shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser. |

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| | 8.4 | The Supplier shall permit RIMES or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by RIMES or / and the appropriate donor agencies (financial institutions), if so required by RIMES or / and the appropriate donor agencies (financial institutions). |
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| 9. Patent and Copy Rights | 9.1 | The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof from its country of origin or elsewhere. |
| | 9.2 | The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party. |
| 10. Performance Securities | 10.1 | The Performance Security or Performance Securing Declaration shall be provided to the Purchaser no later than the date specified in the Notice of Award. In the case of Performance Security, it shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC . |
| | 10.2 | The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. |
| | 10.3 | The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC . |
| | 10.4 | Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent for the Unconditional Bank Guarantee or 15% for Surety Bond of the initial Contract Price. |
| | 10.5 | In the case of Performance Securing Declaration, it shall remain in force until the completion of the Supply Contract, and in the event the Supplier failing to execute the Contract, the Purchaser, following the termination of the contract, shall initiate the banning of the supplier for the number of years so specified in the Performance Securing Declaration. |

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| 11. Inspections and Test | 11.1 | The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes. |
| | 11.2 | The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. |
| | 11.3 | Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser. |
| | 11.4 | The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in RIMES office in the Destination Country shall in no way be limited by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin. |
| | 11.5 | Nothing in GCC 10 [Performance Security] shall in any way release the supplier from any warranty or other obligations under this Contract. |
| 12. Packing | 12.1 | The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. |
| | 12.2 | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Purchaser. |

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| 13. Delivery and Documents | 13.1 | Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping of goods from abroad and/or other documents to be furnished by the Supplier shall be specified in SCC . |
| | 13.2 | For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris as specified in the SCC . |
| | 13.3 | Documents to be submitted by the Supplier for goods delivered from within the Destination Country are specified in SCC . |
| 14. Insurance | 14.1 | The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC . |
| 15. Transportation | 15.1 | Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. |
| | 15.2 | Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Destination Country, as shall be specified in the Contract, shall be arranged, and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. |
| | 15.3 | Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Destination Country, defined as the RIMES Office (End User), transport to such place of destination in the Destination Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price. |

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| 16. Incidental Services | 16.1 | The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC : |
| | | a) Performance or supervision of on-site assembly |

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| | | <p>and/or start-up of the supplied Goods;</p> <p>b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> |
| | 16.2 | Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| 17. Spare Parts | 17.1 | As specified in SCC , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: |
| | | a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and |
| | | <p>b) In the event of termination of production of the spare parts:</p> <p>i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p> |

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| 18. Warranty | 18.1 | The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the Destination Country. |
| | 18.2 | This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC . |
| | 18.3 | The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty. |
| | 18.4 | Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination. |
| | 18.5 | If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| 19. Payment | 19.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC . |
| | 19.2 | The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13 [Delivery and Documents], and upon fulfillment of other obligations stipulated in the Contract. |

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| | 19.3 | Payments shall be made promptly by the Purchaser, within twenty eight (28) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC . |
| | 19.4 | The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid. |
| | 19.5 | All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4 |
| 20. Prices | 20.1 | The contract price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. |
| | 20.2 | Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for Bid validity extension, as the case may be. |
| | 20.3 | Prices payable to the Supplier, if subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components shall be done in accordance with the formula shown in the SCC . |
| 21. Change Orders | 21.1 | The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC 22 [Contract Amendments], make changes within the general scope of the Contract in any one or more of the following: |
| | | <ul style="list-style-type: none"> a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; b) The method of shipment or packing; c) The place of delivery; and/or d) The Services to be provided by the Supplier. |

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| | 21.2 | If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order. |
| | 21.3 | Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| 22. Contract Amendments | 22.1 | Subject to GCC 21 [Change Orders], no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 23. Assignment | 23.1 | Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party. |
| 24. Subcontracting | 24.1 | The Supplier shall consult the Purchaser in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations. |
| 25. Delays in the Supplier's Performance | 25.1 | Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. |
| | 25.2 | If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. |

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| | 25.3 | Except as provided under GCC 28 [Force Majeure], a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 26 [Liquidated Damages], unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages. |
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| 26. Liquidated Damages | 26.1 | Subject to GCC Clause 28 [Force Majeure], if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security specified in SCC . Once the said maximum is reached, the Purchaser may consider termination of the Contract pursuant to this Clause. |
| 27. Termination for Default | 27.1 | The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract. |
| | 27.2 | Fundamental breaches of Contract shall include, but shall not be limited to the following: |
| | | <ul style="list-style-type: none"> a) the Supplier fails to deliver any or all the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 24; or b) the Supplier fails to perform any other obligation(s) under the Contract; c) The supplier has abandoned or repudiated the contract. d) The Purchaser or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; e) a payment is not paid by the Purchaser to the Supplier after 90 days from the due date for payment; f) the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and g) If the Purchaser determines, based on the reasonable evidence that the Supplier has engaged in corrupt, coercive, obstructive or fraudulent practices, in competing for or in executing the Contract. |

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| | | <p>For the purpose of this clause:</p> <p>“corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of a RIMES official in the procurement process or contract execution;</p> <p>“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any</p> |
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| | | <p>party or the property of the party for the purpose of influencing improperly the action or that party in connection with the procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>“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 Purchaser and includes collusive practices among Suppliers, prior to or after submission designed to establish bid prices at artificial non-competitive levels to deprive the Purchaser of the benefits of free and open competition;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Contract;</p> |
| | 27.4 | In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. |
| 28. Force Majeure | 28.1 | Notwithstanding the provisions of GCC 25 [Delays in Suppliers Performance], GCC 26 [Liquidated Damages], and GCC 27 [Termination for Default], neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. |
| | 28.2 | If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |

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| 29. Termination for Insolvency | 29.1 | The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser. |
| 30. Termination for Convenience | 30.1 | The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective. |
| | 30.2 | The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect: |
| | | <ul style="list-style-type: none"> a) To have any portion completed and delivered at the Contract terms and prices; and / or b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier. |
| 31. Disputes Resolution | 31.1 | In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to arbitration. |
| | 31.2 | If, after twenty eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Supplier or the Purchaser may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after handover of the Assets under the Contract. |

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| | 31.3 | The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC . |
| 32. Limitation of Liability | 32.1 | <p>Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,</p> <p>a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p> <p>b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.</p> |
| 33. Notices | 33.1 | Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC . |
| | 33.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| 34. Taxes and Duties | 34.1 | A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Destination Country. |
| | 34.2 | If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Destination Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| | 34.3 | A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |

SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

| Sr. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
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| 1. | Appointing Authority for the Arbitrator | 1.1(b) | The appointing authority for the Arbitrator is Director, RIMES |
| 2. | Commencement Date | 1.1(d) | The Commencement Date is: <i>[insert date]</i> |
| 3. | Intended Delivery Date | 1.1(n) | The Intended Delivery Date is: <i>[insert date]</i> |
| 4. | Name of Purchaser | 1.1(k & p) | The Purchaser is: <i>[Name and address]</i> |
| 5. | Name of Supplier | 1.1(q) | The Supplier is: <i>[Name and address]</i> |
| 6. | Project Name | 1.1(r) | The Project name is: <i>[insert name]</i> |
| 7. | End User | 1.1(u) | The End User is DNTM |
| 8. | Destination Country | 1.1 (m) | The Destination Country is: Timor-Leste |
| 9. | Conditions Precedent | 3.1 | Conditions precedent to Contract effectiveness shall be: <i>[list down if any otherwise state not applicable]</i> |
| 10. | Date for meeting Condition precedent | 3.2 | Date for meeting Condition precedent: <i>[insert date]</i> |
| 11. | Governing Language | 4.1 | The Governing Language shall be: English |
| 12. | Applicable Law | 5.1 | The Applicable Law shall be: Laws of the Kingdom of Thailand |
| 13. | Performance Security / Performance Securing Declaration | 10.1 | Performance Security is applicable. In the case of Performance Security, it shall be in the form of: Bank Gurantee The amount of Performance Security shall be. 10% of the contract price. |
| 14. | Reduction of Amount of | 10.3 | After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent |

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| | Performance Security | | of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2 |
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| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
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| 15. | Required Inspections and Tests | 11.1 | <p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract.</p> |
| 16. | Packing of Goods | 12.2 | <p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with Standard export packing specified by the Purchaser in the Technical Specification or as it is required for its safe and secure transportation to the End user location in the Destination Country.</p> |

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| 17. | Delivery Documents of Goods from Abroad (from other than the Destination Country) | 13.1 | <p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii) One original plus four copies of the packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's or Supplier's warranty certificate; (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and |
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| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
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| | | | <p>(vii) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Purchaser at least one week before the arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p> |
| 18. | Incoterms | 13.2 | Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org): 2020 |
| 19. | Delivery Documents of Goods from within the Destination Country | 13.3 | <p>For Goods from within the Destination Country:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, airway bill or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Destination Country's Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> |

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| 20. | Insurance | 14.1 | The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. |
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| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
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| 21. | Incidental Services | 16.1 | Incidental services to be provided are: <i>[Selected services covered under GCC 16 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i> |
| 22. | Spare Parts | 17.1 | Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit. |
| 23. | Warranty Period | 18.2 | GCC 17.2—In partial modification of the provisions, the warranty period shall be (18) months from date of acceptance of the Goods or (24) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees 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, modifications, 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 and to carry out further performance tests in accordance with SCC 4, or (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 per cent per week or part thereof, of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value. |
| 24. | Period of Correction of Defects | 18.4 & 18.5 | The period for correction of defects in the warranty period is: (One month) |

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| 25. | Payment of Goods from Abroad (from other than the Destination Country) | 19.1 | <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> |
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| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
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| | | | <p>Payment of foreign currency portion shall be made in USD</p> <p>(i) Advance Payment: 20% percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Bidding Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: 70% percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 13.1.</p> <p>(iii) On Acceptance: 10% percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in: <i>[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> |

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| 26. | Payment of Goods from Within the Destination Country | 19.1 | <p>Payment for Goods and Services supplied from within the Destination Country:</p> <p>Payment for Goods and Services supplied from within the Destination Country shall be made in (_____), as follows:</p> <ul style="list-style-type: none"> (i) Advance Payment: 20% percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Documents or another form acceptable to the Purchaser. (ii) On Delivery: 70% percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 13.3. (iii) On Acceptance: The remaining 10% percent of the Contract Price shall be paid to the Supplier |
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| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
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| | | | within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. |
| 27. | Interest on Late Payment | 19.3 | Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be 1.5%. |
| 28. | Currencies of Payment | 19.4 & 19.5 | Currency (ies) of Payment shall be: USD |
| 29. | Price Adjustment | 20.2 & 20.3 | Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A <i>[To be inserted only if price is subject to adjustment.]</i> |
| 30. | Liquidated Damages | 26.1 | Applicable rate: 0.5 per cent per week or part thereof, of undelivered materials/good's value. Maximum deduction: is equal to the performance security. |
| 31. | Arbitration Institution and Place for Carrying out Arbitration | 31.3 | Arbitration institution shall be <i>[insert: institution]</i> Place for carrying out Arbitration <i>[insert: full address of the place/location]</i> |
| 32. | Addresses for Issuing Notices | 33.1 | —Purchaser's address for notice purposes: <i>[insert Purchaser's address]</i> —Supplier's address for notice purposes: <i>[insert Supplier's address]</i> |

Attachment: Price Adjustment Formula: Not Applicable

If in accordance with GCC 20.2 and 20.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 20.3 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier. P_0
= Contract Price (base price).
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
 b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.
 L_0, L_1 = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
 M_0, M_1 = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices and the base date indices in its bid. The coefficients a , b , and c as specified by the Purchaser are as follows:

$a = [\text{insert value of coefficient}]$ $b =$
 $[\text{insert value of coefficient}]$ $c =$
 $[\text{insert value of coefficient}]$

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

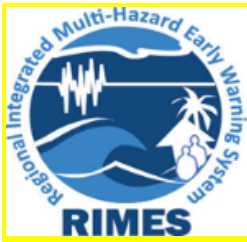
- (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the

prices of the Goods and Services subject to adjustment.

- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

SECTION X: CONTRACT FORMS

This Section contains forms which, once completed and submitted, will form part of the Contract. The forms for Performance Security or Securing Declaration shall be completed and submitted by the successful Bidder before signing of the contract, and when advance payment is required, Advance Payment Security shall be completed and submitted after contract signature. The Section also contains the Notice of Intention to Award the Contract, which shall not form part of the contract.



Regional Integrated Multi-Hazard Early Warning System

2nd Fl. Outreach Bldg., AIT Campus, Klong Nung, Klong Luang, Pathumthai 12120, Thailand
Tel/Fax: +662 524 5902 Email: rimes@rimes.int Website: <http://www.rimes.int>

Notice of Intention to Award a Contract

Ref. No: *[insert ref. no.]*.....

Date:

To: *[name and address of the Contractor]*

Sub: Number *[insert No of contract]* **for** *[description]*

Reference is made to the above subject matter.

The submitted bids were evaluated according to the criteria stated in the bid document. Based on the bid evaluation, we announce our intention to award a contract to M/s: *(Insert the name of the firm)* for a contract price of *(insert the contract award price and currency)* and for a completion period/delivery period of *(insert the duration)*.

Your bid was not considered for award of the contract due to the following reasons⁹

- 1)
.....
- 2)
.....
- 3)
.....

Please be informed that you have seven (7) working days from the date of this letter, within which to submit any complaints you may have regarding this award decision and/or circumstances surrounding the rejection of your bid for administrative review. The complaints must be in writing, clearly identifying the bid in question, detailing ground(s) of the complaint and should be submitted to the Chairperson, Procurement Complaints Committee, RIMES through email at: director.programunit@rimes.int with a copy marked to the Procurement unit of RIMES at: procurement@rimes.int.

We would like to thank you, for your time and efforts in preparing a response to this Bid. We appreciate your interest in doing business with us and encourage you to participate in our future

bids.

Authorized Signature:

Name and Title of Signatory:

Address of RIMES Office:

⁹Insert the reasons for non-selection of the Bidder for the award of contract. The reasons given here should be those which appear in the evaluation report, and which were approved by the Approving Authority as justifiable reasons to turn down the offer given by the Bidder.



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2. Notice of Award

[date]

To: *[name and address of the Supplier]*

RE: **NOTIFICATION OF AWARD OF CONTRACT FOR BID NO. *[insert bid number]* FOR *[insert bid description]***

This is to notify you that, your bid dated *[insert date]* for execution of the *[insert Contract number and description, provided in the Special Conditions of Contract]* for the Accepted Contract Amount of the equivalent of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

You are requested to furnish the Performance Securing Declaration or Performance Security¹⁰ within 14 days in accordance with the Conditions of Contract, using for that purpose the Forms included in **Section X, Contract Forms of the Bidding Document**.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:.....

Attachment: Contract Agreement

Copy:

¹⁰Insert the appropriate form of security to be furnished.

3. Form of Agreement

THIS AGREEMENT (hereinafter called the "Contract") is made this [*day of the month*] day of [*insert a month*], [*insert a year*] between [*name and address of Purchaser*] (hereinafter called "the Purchaser") of the one part and [*name and address of Supplier*] (hereinafter called "the Supplier") of the other part:

[Note: In the text below, text in brackets is optional; all notes should be deleted in final text. If the Supplier consist of more than one Entity, the above should be partially amended to read as follows:]

"[*insert the name of Employer*] (hereinafter called the "Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities namely, [*insert of name of entity*] and [*insert name of entity*] and [*etc.*] (hereinafter called the "Supplier") each of which shall be jointly and severally liable to the Employer for all the Suppliers' obligations under this Contract.

WHEREAS the Purchaser invited Bids for certain goods and related services, viz., [*insert brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*insert contract price in words and figures*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH 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 referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) Form of Agreement,
 - (b) Notice of Award
 - (c) Minutes of Negotiations (if any)
 - (d) Form of Bid
 - (e) Special Conditions of Contract,
 - (f) General Conditions of Contract,
 - (g) Specifications
 - (h) Drawings, if any
 - (i) Completed Schedules (including Price Schedules), and

- (i) [Other relevant document(s): *List any*]
3. The mutual rights and obligations of the Employer and the Supplier shall be as set forth in the Contract, in particular:
- a) In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects there in conformity in all respects with the provisions of the Contract.
 - b) The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, 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 hereto have caused this Agreement to be executed in their respective names as of the day, month and year specified above.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

| | | | |
|------------------------------------|-------|------------------------------------|-------|
| THE PURCHASER | | THE SUPPLIER | |
| Name: | | Name: | |
| <i>(Authorized Representative)</i> | | <i>(Authorized Representative)</i> | |
| Designation: | ..... | Designation: | ..... |
| Signature: | ..... | Signature: | ..... |
| Date: | ..... | Date: | ..... |
| WITNESS | | WITNESS | |
| Name: | ..... | Name: | ..... |
| Designation: | ..... | Designation: | ..... |

4. Performance Securing Declaration

Date: *[insert date (as day, month and year)]*

Contract No.: *[insert Contract number]*

To: *[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Supplier of its obligations under the Contract, I/we shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) calendar days from the date of the Notification of Award and prior to the signing of the Contract.
2. I/We accept that: I/we will be disqualified from Bidding for any procurement contract with any procuring entity for the period of time determined by the RIMES in accordance with the procedures stipulated in the RIMES Procurement Regulations if I/We have failed to execute the Contract.

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of the goods by the Purchaser.

Signed: *[insert signature of person whose name and capacity are shown]* in the capacity of *[insert legal capacity of person signing the Performance Securing Declaration]*

Name: *[insert complete name of person signing the Performance Securing Declaration]*

Duly authorized to sign the Contract for and on behalf of: *[insert complete name of Supplier]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal(where appropriate)

5. Performance Security Form

Option 1- Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted

from the final product.

6. Performance Security

Option 2: Performance Bond

[Guarantor letterhead]

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20__, for *[name of contract and brief description of Goods]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Supplier; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

7. Advance Payment Security

To: *[name of Purchaser]*

[name of Contract]

Gentlemen

In accordance with the payment provision included in the Special Conditions of Contract, which amends GCC 19 to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, 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 its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under 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 received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

