Government of the Republic of Fiji

Request for Tender

Automatic Weather Station Replacement – Spare Parts

Fiji Meteorological Service

Version 1.1

Date: 28 December 2013
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Document Approval

This document has been reviewed and authorized by the following personnel:

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Document Versioning

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Proposals for Tender

The following are excerpts and addendums from the Government of the Fiji Islands/Fiji Meteorological Service – “Automatic Weather Stations Replacement – Spare Parts” tender advertisement as it originally appeared in the local media:

FIJI GOVERNMENT NOTICE

TENDER NO. ___/2013 - Automatic Weather Stations Replacement – Spare Parts

Project Overview

1. The Fiji Government invites proposals from interested vendors to provide submissions for the following:

   Automatic Weather Stations Replacement – Spare Parts

   for the Fiji Meteorological Service.

2. Vendors responding to this tender must be of good repute and should be in a position to provide the Government of Fiji with a quality transactional service. Company profiles along with proven sales record with this product should be reflected in the proposal.

3. Hard copies of all tender documents together with terms & conditions are available from the undersigned at the following address:

   Director Fiji Procurement Office
   Level 4 East Wing (Tenders Unit)
   Ro Lalabalavu House
   P.O BOX 2212
   Govt. Buildings Suva

   A Soft copy of the tender documents is available at the following link:

4. Tenders that are late, emailed or faxed will not be considered.

5. The lowest or any tender may not necessarily be accepted.

   Further clarifications and questions should be directed to

   The Director,
   Fiji Meteorological Service
   or via Email: all-ts@met.gov.fj
Overall Project Description

1.0 Project Background
Reliable surface meteorological observations are fundamentally critical to all short, medium and long term automated numerical weather prediction (NWP) weather forecasting and climate change prediction processes.

The Fiji Meteorological Service (FMS) is required to operate and provide atmospherical data that is accurate, on time and in regular intervals to meet the World Meteorological Organisation (WMO) standards and World Weather Watch Program (WWWP).

Given the importance to the forecasting process and the geographical expanse of the Fiji Islands, FMS operates a network of 19 automatic weather stations to support the data collection process. As with all equipment, these will soon require repair and replacement. The purpose of this tender is to purchase AWS spares to enable the timely replacement of equipment so as to maintain the data service requirements of FMS.

2.0 Registration
1. Interested parties must register their interest in responding to this tender at the Fiji Procurement Office (FPO) Head Office in Suva. Hard copies of the tender and Fiji Procurement Office requirements will be provided after payment of a $FJ50.00 non-refundable registration fee.

2. After registering with the Fiji Procurement Office, prospective suppliers are requested to send an email to all-ts@met.gov.fj with the contact details of two (2) representatives. These contacts will be used to relay any correspondence relating to the tender including clarification, meeting minutes and query responses. It will also allow FMS to provide updates on the documentation, progress of the RFT, and revision.

3.0 Project General Requirements

Automatic Weather Stations Replacement – Spare Parts

Tenderers are requested to bid for the items stated in the attached Annexure 1. Please note that the stated requirements are very specific as the instruments are replacement parts and must be the same size and specifications as the ones being removed from the various stations:

The proposed meteorological sensors must meet the specification provided in Annexure 1.

4.0 Additional Information

4.1 This tender is open to local and overseas vendors.
4.2 Vendors must provide proof of previous AWS supply, authorized partner and/or retailer, reseller and/ or service center certificates, support personnel qualification and license to install, configure, and maintain AWS Systems and related equipment.

4.3 Vendors, at their own cost, will conduct all necessary site surveys, inventory and research on FMS AWS set up if need be.

4.4 Clarification Meetings can be arranged by sending a request via email to: all-ts@met.gov.fj

4.5 All equipment should have at least one (1) year onsite warranty on parts

4.6 All warranty must be registered on the manufacturers Support & Warranty website within ten (10) working days from delivery to FMS. A printout of the serial numbers and warranty registration for all relevant components must be delivered to FMS as part of the equipment inventory report.

4.7 Vendors MUST provide a written report of all warranty details as part of their deliverables.

4.8 All equipment and accessories must be delivered to the FMS premises in Nadi within sixty (60) calendar days from receipt of the purchase order/indent.

4.9 Vendors MUST include warranty support plans, service level agreements and warehouse charges where applicable.

4.10 Vendors MUST provide a staggered proposal for the installment payments for the project, with the first installment at a maximum of 10% of the project cost. Vendors are encouraged to propose solutions they deem to be more advanced or of a higher quality than the one sought in this RFT. These must however be presented separately as alternative(s) to the proposal for the requirements specified above.

5.0 General Terms & Conditions

Following general terms and conditions will apply:

6.0 Submission of Tenders

6.1 Sealed Proposals must be submitted to reach the box marked “Tenders” to Fiji Procurement Office on Level 4, Ro Lalabalavu House, Victoria Parade, Suva Fiji Islands no later than:

2:30pm, <Day>,<Month> 2014.

All Tenders submitted must:

6.2 Be enclosed in a sealed envelope or package and clearly be marked as follows:

IN CONFIDENCE – Tender No: CTN ____/2013 – Supply of Automatic Weather Station Spare Parts

The Secretary,
6.3 Consist of five (5) hard copies - the original Tender document marked “Original” plus four (4) additional copies of the Tender each marked with an identifying copy number. The original version will prevail if there are any inconsistencies between the original and any copies.

6.4 Clearly mark all copies of supporting materials with the RFT number, copy number and attach each to the relevant Tender documents copy.

6.5 Include ONLY one (1) electronic copy of the complete Tender on disk in current Word / Excel / PDF format. The electronic copy must be loaded on a DVD.

6.6 The Tender response must be in English language.

6.7 Should the Tenderer become aware of any discrepancy, error or omission in the tender document submitted, and the Tenderer wishes to lodge a correction or provide additional information that material must be in writing and lodged prior to the tender closing date/time.

7.0 Format of Tender Response

8.0 Letter of Transmittal

8.1 Letter of Transmittal

8.2 Each Tenderer MUST provide a formal letter of transmittal that should:

8.2.1 Be signed by an authorized representative of the organization and must state that the signing official is authorized to legally bind the organization;

8.2.2 Include the names, titles, office addresses and office telephone numbers of the persons authorized by the organization to conduct negotiations on the Project, including their expected roles in negotiations and in performance of any resulting Agreement; and

8.2.3 Provide a contact name, address, facsimile number and email address, which the Government agencies will use in serving notices to the Tenderer.

8.3 Tenders submitted without a signed letter of transmittal will be excluded from further consideration after the initial tender responsiveness analysis.

9.0 Executive Summary

The Tender response should contain an executive summary providing an overview of the proposed solution and the total cost of the proposal.
10.0 Omission of Response

The Tender response must address each clause of this RFT specifically in order to submit a compliant tender. The Tenderer must not omit a response to any request or requirement unless directed to do so in the RFT.

11.0 State of Compliance Declaration

11.1 Each Tenderer must state in a State of Compliance or otherwise with each clause of this RFT. Responses are to be in the order in which the clauses appear and refer to the relevant clause number, Annex or Attachment. Non-committal terms such as "noted" must not be used. Responses are to be limited, wherever possible, to the following expressions:

11.2 "Complies" means:

11.3 In the case of a clause which imposes a contractual condition, that the condition is agreed to;

11.4 in the case of a clause which specifies a characteristic or performance to be met by the services provided, that the Tender is to provide the requirement as specified;

11.5 in the case of a clause which is of an informative nature only, that the clause has been read, understood and is agreed; or

11.6 in the case of a clause where information has been requested, that the information has been provided in the required level of detail and in the required format; or

11.7 "Does not comply" means that the contractual condition, characteristic or performance requirement of the clause cannot or will not be met by the Tenderer; and

11.8 "Exceeds requirement" means the services offered exceed the specified requirements. Full details of the extent of the variation from the specified requirement are to be stated.

12.0 Non Compliance Clause List

Where a Tender does not comply with a particular clause, the extent of non-compliance is to be stated in a Statement of Compliance. The Tenderer is to provide separately a summary list of clauses in respect of which there is non-compliance.

13.0 Late Tenders

Any Tender lodged AFTER the closing time will be deemed to be late and unacceptable.

14.0 Unconditional Offers

Tenderers are required to:

(a) Make their best unconditional offers on submission of their Tender; and
(b) Obtain any necessary Government approvals, consents or authorizations to enable
them to execute the Agreement and any related documents on an unconditional basis.

15.0 Amendment of RFT

The Government of Fiji may, at their sole and absolute discretion, vary, add to, or amend the terms of this RFT, including the nature and/or scope of the leasing services required under this RFT; and any other subject matter to which this RFT relates.

16.0 Termination of RFT

The Government of Fiji may, at their sole and absolute discretion, suspend, terminate or abandon part or the whole of this RFT, at any time prior to the execution of a formal written agreement acceptable to the parties involved, by an authorized officer of Fiji Meteorological Service and by the successful Tenderer/s, by giving written notice of such a decision to each of the registered Tenderers.

17.0 Accuracy of Information

The information contained in this RFT and the information upon which it was based has not been independently verified or audited.

The Government of Fiji, their officers, employees, advisers and agents make no express or implied representation or warranty that:

(a) The information in this RFT, or any information provided to Tenderers during any other phase of the tendering process, is or will be accurate, current or complete; or
(b) Any estimate or forecast will be achieved, or that any statement as to future matters will necessarily be correct.

If a Tenderer finds any error, discrepancy, ambiguity, inconsistency, omission or other error in this RFT or any other information given by the Fiji Government, the Tenderer must promptly notify Fiji Meteorological Service in writing.

Tender responses which contain alterations or erasures, or Tenders which are illegible at the time of lodgment, may, at the sole and absolute discretion of the Government agencies, be excluded from further consideration.

18.0 Instruction to Tenderers

Each Tenderer should:

(a) Examine this RFT, and documents referred to in the RFT and any other information made available by Fiji Meteorological Service to Tenderers;
(b) Obtain any further information about the facts, risks and other circumstances relevant to its Tender by making all lawful inquiries; and
(c) Satisfy itself that it’s Tender, and all information on which it’s Tender is based, is
true, accurate and complete.

By submitting their Tenders, Tenderers will be deemed to have:

(a) Examined the RFT and any other information made available in writing by the Government of Fiji to Tenderers for the purpose of tendering;
(b) Examined all information relevant to the risks, contingencies, and other circumstances having an effect on their Tender and which is obtainable by the making of reasonable inquiries; and
(c) Satisfied themselves as to the correctness and sufficiency of their Tenders and that their prices cover the cost of complying with the RFT requirements and of all matters and things necessary for the due and proper performance and completion of the work described in the RFT.

19.0 Questions about this RFT

Questions pertinent to an understanding or clarification of this RFT must be in writing and addressed to:

The Director
Fiji Meteorological Service
Korowai Road
AFL Estate
Phone: (679) 6724888
Fax: (679) 6720430, and / or
Emailed to all-ts@met.gov.fj

20.0 No Reliance by Tenderers on Representations

Tenderer must not rely on any oral or written representation, statement or arrangement, or any other conduct, as changing the conditions of this RFT, except for any change of which Fiji Meteorological Service notifies a Tenderer in writing and specifies is a change to the RFT.

The Government of Fiji, their officers, employees, advisers and agents:

(a) Expressly disclaim any and all liability arising from information (including without limitation, errors or omissions) contained in this RFT;
(b) Accept no responsibility arising in any way from errors in, or omissions from, this RFT, or in negligence (except so far as liability under any statute cannot be excluded);
(c) Accept no liability for any loss or damage suffered by any person as a result of that person or any other person placing any reliance on the contents of this RFT or other information provided by or on behalf of the Government agencies; and
(d) Assume no duty of disclosure or fiduciary duty to any interested party.
21.0 **Tenderer’s Risk**

A Tenderer’s participation in any stage of the Tender process is at the Tenderer’s sole risk, cost and expense, in particular, all costs incurred by or on behalf of the Tenderers in relation to this RFT, including preparing and lodging the Tender and providing Fiji Meteorological Service with any further information.

The Government of Fiji accepts no responsibility, liability, or obligation whatsoever for costs incurred by or on behalf of any Tenderer in connection with any Tender or any participation in the Tender process.

22.0 **Other Statutory Rights**

The Government of Fiji has no obligation:

(a) To consider and/or accept the lowest priced Tender or any Tender regardless of its compliance or non-compliance with the RFT; or
(b) As to the manner, timing or the basis of the consideration of a Tender.

The Government of Fiji may consider and/or accept any Tender regardless of its compliance or non-compliance with the RFT.

The Government agencies reserve, at their sole and absolute discretion, the right to:

(a) Negotiate with one or more Tenderers;
(b) Call for new Tenders;
(c) Alter, amend or vary the terms of the draft Agreement at any time including, without limitation, during negotiations; and/or
(d) Enter into a number of separate Agreements with different Tenderers or other parties for the supply of individual services required under this RFT.

23.0 **No Legal Obligation**

No legal obligation or agreement whatsoever is intended to be or is created between the Government of Fiji and the Tenderers, or any one of them, by virtue of the Tender process (including but not limited to statements contained in this RFT) unless and until Agreement negotiations are completed and a formal written Agreement (or Agreements) acceptable to FIJI METEOROLOGICAL SERVICE is entered into and executed by an authorized officer of the FIJI METEOROLOGICAL SERVICE and the Successful Tenderers.

24.0 **Supporting Material**

24.1 Supporting material is material additional to the Tender which elaborates on or clarifies the Tender but does not alter it in any material respect. Supporting material which effectively alters the Tender in any material respect will not be accepted. Supporting material which does not effectively alter the Tender in any
material respect may be provided at the initiative of the Tenderer or at the request of FMS

24.2 Supporting material must be dispatched on or before the closing date unless specifically requested by the FMS department subsequent to that date. The Government of Fiji will disregard any unsolicited supporting material dispatched after this date. Packages containing supporting material must be clearly labeled “Supplementary Information – RFT No. CTN _____/2013: “AWS Replacement – Spare Parts”

The intention to submit information in this manner must be clearly stated in the Tender.

25.0 Clarification and Variation of Tenders

25.1 FMS may, at their absolute discretion seek clarification or request further information from Tenderers after the closing date for the submission of Tenders, as part of the Tender process.

25.2 Each Tenderer must nominate a person to provide additional information or answer specific questions that may arise during the selection process as required by Fiji Meteorological Service.

25.3 Tenderers whose Tenders have been short listed may be required, to engage in formal discussions with the Government of Fiji, facilitate site visits at their own cost or make presentations to the Government of Fiji on their Tenders. In such an event the tender owning agency will make the necessary arrangements with Tenderers.

26.0 Ownership of Documents

26.1 This RFT is the property of the Government of Fiji. The Tenderer will return the RFT to the Fiji Meteorological Service Department on request.

26.2 Copyright in this RFT is owned by the Government of Fiji. All rights are reserved. No part of this RFT may be reproduced or adapted in any form by any means without the written permission of the Government of Fiji.

26.3 Without affecting any intellectual property rights which may exist in a Tender, all Tender documents become the property of the Government of Fiji on their submission and Government agencies may copy or use them as it sees fit including for any purpose necessary or ancillary to the RFT process or the Agreement, its performance or administration.

26.4 All vendor submissions and related materials will become the property of the Fiji Government, in this case, Fiji Meteorological Service.
27.0 Selection of the Preferred Tender

27.1 Preferred Tenderer Selection

27.1.1 Neither the lowest priced Tenders, nor any Tenders, will necessarily be selected by the Government of Fiji as the Preferred Tender/s.

27.1.2 The Government tender committee may decide not to accept any Tender or reject all Tenders at any time. The Government of Fiji reserves the right to cancel this RFT and pursue an alternative course of action at any time.

27.1.3 A Tenderer will not be deemed to have been selected as one of the Preferred Tenderer/s unless and until notice in writing for and on behalf of the Government of Fiji of such selection is:

- 27.1.3.1 Handed to the Tenderer; or
- 27.1.3.2 Is sent by prepaid post to or is left at the address stated in the Tender for service of notices; or
- 27.1.3.3 Sent by facsimile to the number provided by the Tenderer, followed by an original by post.

27.1.4 Selection of Preferred Tenderer/s will not represent acceptance of the Tender/s and no binding relationship will exist between the Preferred Tenderer/s and the Government of Fiji until a written agreement acceptable by all relevant Government agencies is executed on behalf of the Government of Fiji by an authorized officer of Fiji Meteorological Service and the Successful Tenderer/s.

27.2 Evaluation Criteria

The intention of the Fiji Government is to ensure high quality, precise forecasting and warning for all communities in Fiji. Responses to this RFT will be evaluated on the following criteria:

a. Responsiveness, quality and clarity of proposal in conformance with ALL the terms and conditions required by this RFT.

b. Cost and quality of product/s.

c. Delivery time(s).

d. Supplier experience in the market.

e. Ability to provide support as per warranty conditions.
28.0 Security, Privacy and Confidentiality

28.1 A Tenderer, and its officers, employees, agents and advisers, must comply with any security clearance checks and procedures required by the Government of Fiji.

28.2 Each Tenderer must ensure that its officers, employees, agents, subcontractors or advisers involved in the Tender process do not either directly or indirectly record, divulge or communicate to any person any information concerning the affairs of the Government agencies, including any information relating to this Tender process.

28.3 Tenderers and their officers, employees, agents, subcontractors and advisers must not take steps to obtain, or use, confidential information of Fiji Meteorological Service other than information which is publicly available or made available by Fiji Meteorological Service to Tenderers during the Tender process.

28.4 During the RFT process no employee, agent or representative of any Tenderer will make available or discuss its Tender response with the press, any elected or appointed official or officer of the Government of Fiji or any employee, agent or representative of the Government unless specifically authorized to do so in writing by the Director, Fiji Meteorological Service. If this provision is breached, the Director, Fiji Meteorological Service, may exclude that Tenderer from this Tender process.

28.5 By submitting a Tender, the Tenderer acknowledges and consents to the Government of Fiji (including the relevant Ministers) disclosing any information provided by the Tenderer, whether confidential or not, if:

28.5.1 That disclosure is required by law;

28.5.2 That disclosure is required to meet either Departments' or their Ministers' reporting or accountability requirements, including, without limitation, the requirements of:

28.5.2.1 The Auditor General’s Office or any other auditor;
28.5.2.2 Notification of state contracts in the Fiji Government Gazette;
28.5.2.3 The Fijian Parliament and its Committees;
28.5.2.4 Fiji Meteorological Service Annual Reports;
28.5.2.5 The Permanent Secretary Finance and National Planning; and
28.5.2.6 The Government of Fiji Ombudsman.

28.5.3 The information is, or becomes, public knowledge, other than by breach of confidentiality by the Government agencies concerned or other unlawful means by either Department;

28.5.4 The disclosure is to the Government agencies' consultants, advisers or agents and, if the information is confidential, those persons are under an
28.5.5 The disclosure:

28.5.5.1 Has been consented to by the Tenderer; or
28.5.5.2 Is reasonably necessary to enable the Government of Fiji to exercise its rights or perform its obligations under this RFT or the Agreement.

29.0 Probit

29.1 Conduct of Tenderers

29.1.1 Conduct of Tenderers or any of their consortium members, may affect the outcome of their Tender responses, including non-consideration of the Tender.

29.1.2 Tenderers warrant to the Government of Fiji that they (and their consortium members) have not and will not engage in any of the following activities in relation to this RFT Process:

29.1.2.1 Lobbying of or discussions with any politician or political groups during this RFT process;
29.1.2.2 Discussions with other relevant Government bodies on this RFT process;
29.1.2.3 Attempts to contact or discuss the RFT process with officers, any member or staff or contractor currently working in Fiji Meteorological Service or any agent of this Department;
29.1.2.4 Provision of gifts or future promise of gifts of any sort to the previously mentioned personnel;
29.1.2.5 Accepting or providing secret commissions;
29.1.2.6 Submitting an inflated Tender to the advantage of another Tenderer;
29.1.2.7 Entering into any improper commercial arrangement with any other party; and
29.1.2.8 Seeking to influence any decisions of Government agencies by an improper means; or otherwise acting in bad faith, fraudulently or improperly.

29.2 Unlawful Inducements and Collusive Tendering

Tenderer and its officers, employees, agents and advisers must not:

29.2.1 Offer unlawful inducements in connection with the Tender process; or
29.2.2 Engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgment of Tenders.
30.0 Improper Assistance from Government of Fiji Staff

Government policy is to exclude from further consideration Tenders which have been compiled with improper assistance of employees of the Government agencies, ex-employees of the agencies, and/or contractors or ex-contractors of the Government agencies or that has been compiled utilizing information unlawfully obtained from the Government agencies.

31.0 Conflict of Interest

31.1.1 The Tenderer must warrant that to the best of its knowledge at the date of submitting its Tender, no conflict of interest exists or is likely to arise in relation to this Tender during the Tender selection period by itself, its officers, employees, agents or any subcontractors.

31.1.2 If during the course of the Tender selection process a conflict or risk of conflict, of interest arises, the Tenderer undertakes to notify the Fiji Meteorological Service Department immediately in writing of that conflict or risk of conflict.

32.0 Contact with Tenderers

During the Tender process, neither the Fiji Meteorological Service department nor their representatives are required to answer questions or otherwise discuss the contents of this RFT with potential Tenderers or their representatives, except in accordance with this RFT. Tenderers must not attempt to make any contact of that nature. Any unauthorized contact may disqualify the Tenderer from further consideration.

33.0 Freedom of Information

Tenderers should be aware that the Public Information Act gives to members of the public, rights of access to official documents of the Fiji Government and its agencies. The Act extends, as far as possible, the right of the Fijian community to access information in documentary form in the possession of the Fiji Government, limited only by considerations of the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

34.0 Auditing Access

The preferred Tenderer agrees to promptly give the Auditor General or other auditor appointed by Fiji Meteorological Service, the assistance they reasonably require in conducting any audits, including full access at all reasonable times and on reasonable notice to all personnel, premises and documentation in relation to this RFT.
35.0 Non-Exclusive Rights

35.1.1 Nothing in this RFT or in any Agreement resulting from this RFT shall bind the Government of Fiji to subscribe consulting services from the Successful Tenderer/s.

35.1.2 This RFT, and any Agreement resulting from this RFT, is not to be interpreted as providing that:

35.1.2.1 The Successful Tenderer/s have the right to be the sole provider of consulting services to the Fiji Meteorological Service department; or

35.1.2.2 Fiji Meteorological Service is prevented from seeking leasing services from other providers if there are opportunities for the Government of Fiji to achieve better value for money or better outcomes generally.

36.0 Tenderer Ability

By submitting the Tender, the Tenderer warrants that the Tenderer has the necessary skill, knowledge and experience to comply with this RFT.

37.0 Payment Terms

37.1 Performance Bond

37.1.1 Upon award of the tender, the supplier is required to submit a performance bond in order to guarantee faithful performance and satisfactory completion of the contract.

37.1.2 This payment shall be made within ten (10) days following notification of the award or prior to the date of the Contract, whichever comes earlier.

37.1.3 The amount of the bond shall be no less than ten percent (10%) of the total contract price.

37.1.4 The validity of the bond is to cover the period from the date of signing the contract to the date of the completion of the works stipulated in the Contract.

37.1.5 Timing of release – after the issuance of the Certificate of Completion of the Installation Work and other components as stated in the Contract.

37.2 Schedule of Payment

All costs and payment schedules to the Fiji Government should be clearly tabled in the response and separating one-time and recurring costs. The proposed schedule of payment for the project as stated by the Government of Fiji shall be as follows;

- 1st – Issuance of LPO or indent upon award of tender
➢ 2\textsuperscript{nd} – Payment of 100% of contract amount upon receiving the equipment
➢ 3\textsuperscript{rd} – return of performance bond upon completion of contract

37.3 Costs

37.3.1 Where cost estimates are provided, the basis of these estimates should be shown.

37.3.2 Where given cost components are subject to periodical change, the basis for review, and increase/decrease should be shown in the Performance Bond.

37.3.3 Quoted price can be in any of the following currencies but Fijian Dollars is preferred;

- Fijian Dollar
- Australian Dollar
- New Zealand Dollar
- US Dollar

37.4 Non-delivery of service(s)

37.4.1 The Government of Fiji reserves the right to hold part or the whole of any payment until such time that the product has been delivered to the quality, expectation and satisfaction of the Government of Fiji.

37.4.2 The Government of Fiji has the right to withhold or deduct (as penalties) a percentage of the performance bond for vendor non-performance. This is initially set at 10% per calendar day but is open to negotiation. Non-performance may be classed as:

37.4.2.1 Failure to deliver on time;
37.4.2.2 Failure to respond to queries within a reasonable amount of time;
37.4.2.3 Failure to comply to standards of the Fiji Government; and
37.4.2.4 Introduction of unauthorized “new” clauses.

38.0 No Sub-Contractors

The winning vendor/s cannot outsource the part of all of the work for this RFT to any sub-contractors unless specifically stated in the engagement agreement and agreed to by the Government of Fiji.

39.0 Validity of the proposal

All proposals and prices shall remain valid for a period of at least ninety (90) calendar days from the closing date of the submission of the proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.
40.0 Currency

All currency in the proposal shall be quoted in Fijian Dollars and the VAT component should be clearly stated where applicable.

41.0 Time Schedule

Tenderers are to clearly outline in a MS-Project 2010 or similar format, all proposed equipment and service delivery dates, times, resourcing and lag times.

42.0 Procurement

42.1.1 Issue request for proposals
42.1.2 Closing date for proposals
42.1.3 Evaluation of proposals
42.1.4 Submission of selection to Government Tender Board before
42.1.5 Upon approval from Tender Board, contract negotiation and order placement for service

All the above mentioned dates, except for the tender closing date, are tentative and subject to change. The entire tender process from advertisement to engagement takes about three (3) months.

43.0 Corporate Capability

44.0 Corporate Information

Each Tenderer must provide the following information:

44.1.1 Details of the corporate and ownership structure, including identification of any holding company or companies and parent companies.
44.1.2 Profiles of the company and any parent entity. If the company is a subsidiary, the Tenderer must provide full details of the legal and financial relationship between the subsidiary and parent. The names of all directors and officers of the company.
44.1.3 A full description of current operations of the company.
44.1.4 A copy of the company’s Certificate of Incorporation.
44.1.5 Confirmation that the company has the capacity to bid for the Services and that there is no restriction under any relevant law to prevent it from bidding.

45.0 Financial Information

Each Tenderer must provide the following information:

45.1.1 Details of current financial standing as expressed in the Tenderers most recent audited annual report (or tax return in the case of a small business).
45.1.2 A summary of any court actions, charges, liens or encumbrances affecting the company’s assets or the ownership of the company.
45.1.3 A statement confirming the solvency of the company and each of the related companies, principal shareholders and any partners.

45.1.4 Details, including the identity, of any third party funding or residual support or other third party arrangements that are proposed or required by the Tenderer.

45.1.5 Any other factors the Tenderer may wish to describe to support its demonstration of financial capacity.

46.0 Qualifications and Capability

Each Tenderer must:

46.1.1 Demonstrate that it has the experience, skills and resources to safely assume providing consultancy services to the Fiji Meteorological Service department;

46.1.2 Explain how they intend to deliver the required benefits and quality of service throughout the duration of the contract; and

46.1.3 Describe any experience it may have in providing similar services to similarly structured organizations within the last four (4) years.

47.0 Customer References

47.1.1 Each Tenderer must provide references from two current or most recent customers engaged/engaging in similar requirements. For each customer reference, the following form (http://www.met.gov.fj/tenders/reference.pdf) must be completed.

47.1.2 The Government of Fiji, Fiji Meteorological Service or any of its representatives may make enquiries of any referee at their sole and absolute discretion.

48.0 Mergers, Acquisitions, Sales of Tenderer

Where such information is publicly accessible, the Tenderer must indicate whether any mergers, acquisitions or sales are planned presently or during the year following the submission of the Tender.
ANNEXURE 1

1. SCOPE OF SPECIFICATION
The specifications detail the technical requirements for the supply of essential spares to support the maintenance of Automatic Weather Stations in the FMS network.

2. ENQUIRIES
Any enquiry regarding this specification should be referred to:
The Director,
Fiji Meteorological Service,
Private Mail Bag NAP0351,
Nadi Airport.
Phone: (679) 672 4888
Fax: (679) 672 0430 and/or
Emailed to: all-ts@met.gov.fj

3. STANDARDS AND REPORTING
All equipment and workmanship shall conform to World Meteorological Organisation (WMO) standards (WMO No.8).

4. SPARES REQUIRED
Meteorological sensors and other essential components required to support the operation and maintenance of the AWS’s are detailed in Table 1. Vendors shall provide all brochures on sensor specifications and other related documentation with the tender.

5. MATERIAL AND WORKMANSHIP
All equipment shall be new, calibrated and field tested and shall comply with WMO standards.

6. WARRANTY
All equipment plus workmanship shall be covered under 12 months warranty from date of commissioning or 18 months from Ex Works Date, whichever is more.

7. DELIVERY
All equipment shall be delivered CIF to Fiji Meteorological Services HQ, Korowai Road, Nadi and expected delivery time not exceeding three (3) months from date of receiving order.
8. **PRICE CURRENCY**

Quoted price can be in any of the following currencies but Fijian Dollars is preferred;

- Fijian Dollar
- Australian Dollar
- New Zealand Dollar
- US Dollar

9. **MODE OF PAYMENT**

This shall be through a Local Purchase Order (LPO) for local companies or Indents for overseas companies payment

10. **SCHEDULE OF PAYMENT**

The proposed schedule of payment for the project shall be as follows;

- 1\textsuperscript{st} – Issuance of LPO or indent upon award of tender
- 2\textsuperscript{nd} – Payment of 100\% of contract amount upon receiving and confirmation of the equipment
- 3\textsuperscript{rd} – return of performance bond upon completion of contract

11. **BACKUP SERVICE**

The Tenderer shall specify the location of the backup service agent in or near Fiji islands with the following details;

- Name of Company
- Contact person
- Phone contacts
- Email contacts
- Physical Address of Company office

12. **COSTS**

A separate installation and commissioning charges to be quoted as follows:

- Equipment price = $\_\_\_\_\_\_\_\_\_\
- Installation and commissioning costs = $\_\_\_\_\_\_\_\_\_\
- Equipment price including installation = $\_\_\_\_\_\_\_\_\_\
- Freight (CIF) to FMS HQ = $\_\_\_\_\_\_\_\_\_\

13. **DOCUMENTATION**

A complete documentation including the following;

- Maintenance manual x 2 copies (where applicable)
- Operations manual x 2 copies (where applicable)
- Parts list catalogue x 2 copies (where applicable)
• All software (where applicable) to be provided with the consignment at no extra cost

### 14. LIST OF EQUIPMENT FOR SUPPLY

#### TABLE 1. REQUIRED SPARES

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>ITEM</th>
<th>QTY</th>
<th>REMARKS</th>
</tr>
</thead>
</table>
| MS001   | Wind Speed Sensor (Complete with cable, plug and cup) | 5   | • Type – **Vector A101M**.  
|         |                                   |     | • Manufactured by **Wind Speed Ltd** (Trading as Vector Instruments).  
|         |                                   |     | • Max wind speed – **150Kts (75m/s)**.                                                         |
| MS002   | Wind Direction Sensor (Complete with cable, plug and vane) | 5   | • Type – **Vector W200P**.  
|         |                                   |     | • Manufactured by **Wind Speed Ltd** (Trading as Vector Instruments).  
|         |                                   |     | • Measuring range - 360° mechanical angle, full circle continuous rotation allowed.             |
| MS003   | Humidity and Temperature Probe (complete with cable) | 6   | • Type – **HMP155A**.  
|         |                                   |     | • Manufactured by **Vaisala**.  
|         |                                   |     | • Measuring range (0 to 100% for RH) and (-80 to +60°C for temperature).                      |
| MS004   | Pressure Sensor                   | 5   | • Type – **PTB110A**.  
|         |                                   |     | • Manufactured by **Vaisala**.  
|         |                                   |     | • Voltage output (0 to 5V).  
|         |                                   |     | • Measuring range (800 to 1060hpa).                                                          |
| MS005   | Solar Radiation Sensor (With open end cable) | 5   | • Type - **Li-200**  
|         |                                   |     | • Manufactured by - **LICOR**.                                                                 |
| MS007   | Wind Speed Sensor                 | 3   | • Type – **Vaisala WAA151**.  
|         |                                   |     | • Manufactured by **Vaisala**.  
| MS008   | Wind Direction Sensor             | 3   | • Type – **Vaisala WAV151**.  
|         |                                   |     | • Manufactured by **Vaisala**.  
| MS009   | Humidity and Temperature Probe (complete with cable) | 5   | • Type – **HMP155D**.  
|         |                                   |     | • Manufactured by **Vaisala**.  
|         |                                   |     | • Measuring range (0 to 100% for RH) and (-80 to +60°C for temperature).                  |
| MI001   | Bearings                         | 50  | • For Vector **A101M**.  
| MI002   | Rotor                            | 5   | • For Vector **A101M**.  
| MI003   | Seal                             | 5   | • For Vector **A101M**.  
| MI004   | C16 Connector                    | 3   | • For Vector **A101M**.  
| MI005   | Optical Switch                   | 5   | • For Vector **A101M**.  
| MI006   | Fin                              | 5   | • For Vector **W200P**.  
| MI007   | Potentiometer                    | 3   | • For Vector **W200P**.  

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Provision of AWS Spares  
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| MI008  | Bush | 3 | • For Vector **W200P**. |
| MI009  | C16 Connector | 3 | • For Vector **W200P**. |
| MI010  | Humicap | 5 | • For Vaisala **HMP155**. |
| MI011  | Filter Cap | 10 | • For Vaisala **HMP155**. |
| MI012  | O Rings | 10 | • For Vaisala **HMP155**. |
| MI013  | Leveling Plate | 4 | • For LICOR **Li-200**. |
| MI014  | SDI-12 Smart Interface | 8 | • NIWA Designed |
| MI015  | Satellite NRT with BGAN Modem and Antenna | 2 | • Manufactured by **Unidata and Hughes**.  
• Satellite NRT Type – **2018E**  
• BGAN Modem Type – **9502** |
| MI016  | Satellite NRT Complete with modem, antenna and gear plate. | 1 | • Manufactured by **Unidata and Hughes**.  
• Gear plate designed and built by **NIWA**. |
| MI017  | Amplifier Circuit Board | 8 | • For LICOR **Li-200**.  
• Designed and Manufactured by **NIWA**. |
| MI018  | Cross arm with termination box for wind sensors. | 3 | • Designed and built by **NIWA**. |
| TI001  | PTB330 Transfer Standard (Complete with T/RH Probe) | 1 | • Manufactured by **Vaisala**. |
| TI002  | Light Meter | 1 | • Type – **Li-250A**.  
• Manufactured by **LICOR**. |
| TI003  | Pyranometer (With cable connection for **Li-250A Light Meter**) | 1 | • Type – **Li-200SA**.  
• Manufactured by **LICOR**. |
| TI004  | Suneye 210 with GPS (Complete with software and cables) | 1 | • Manufactured by **Solmetric**. |
| TI005  | SDI-12 Bluetooth Serial Extender | 2 | • For checking/troubleshooting SDI-12 sensors and programming NIWA designed Smart Interface. |
| SA001  | 10m Winch Down Mast (Galvanized) | 2 | • Complete set with Parafil guy wires, rigging screws and all fittings and accessories |
| SA003  | 8.9m Parafil guy wire (Set of 3) | 3 | • Complete set with end fittings and D-Shackles and rigging screws.  
• 2 tonne, 11mm rope. |
| SA004  | Safety Winch | 1 | • Type – **I-Trans**.  
• 10m of 5mm 7 core 19 strand marine stainless wire rope.  
• Shall come with thimble eye and ferrule one |