### **Terms And Conditions of Supply**

Project Name: Tuvalu Energy Sector Development Project (P144573)

Purchaser: TEC

Consignee: Tuvalu Electricity Corporation

Package No: ESDP/TUV/SH/9 / Electric Motorcycles for pilot program under the Tuvalu Energy Sector Development Project

1. Prices and Schedules for Supply

**Schedule No. X Main Items**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item | Description | Unit | Country of origin | Quantity | Unit Price | Total Price |
|  |  |
| 1 | Electric Motorcycles Complete with battery |  |  | 12 |  |  |
| 2 | Spare batteries | Set |  | 2 |  |  |
| 3 | Workshop tools and instruments | Set |  | 2 |  |  |
| 4 | Spare tyre – front wheel | 1 tyre |  | 8 |  |  |
| 5 | Spare tyre – rear wheel | 1 tyre |  | 8 |  |  |
| 6 | Set-up and commissioning in Tuvalu | 1 set |  |  |  |  |
| 7 | 1st Training with operation and maintenance manuals in Tuvalu  At least 3 days plus travel and accommodation.  NOTE: Given the current travel restrictions to Tuvalu, please separate the cost of training from travel and accommodation. Only the cost of training will be considered for evaluation purposes. | 1 set |  | 1 |  |  |
| 8 | 2nd Training with long-term maintenance recommendation report in Tuvalu  At least 3 days plus travel and accommodation  NOTE: Given the current travel restrictions to Tuvalu, please separate the cost of training from travel and accommodation. Only the cost of training will be considered for evaluation purposes. | 1 set |  | 1 |  |  |
| 9 | Helmet (open face/half type) |  |  | 24 |  |  |
| **TOTAL to Schedule X** | | | | | |  |

**Schedule No. Y – Recommended spare parts (The price for recommended spare parts is not considered in the financial proposal evaluation.)**

**Supplier to define all recommended spare parts for first 5 years of operation**

**Add further lines to schedule if required**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item | Description | Unit | Country of origin | Quantity | Unit Price | Total Price |
|  |  |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **TOTAL** | | | | | |  |

**Schedule No. Z – Technical schedule**

The tenderer shall provide detailed descriptions explaining the line items listed in the specification, in the format of Table below. Explanations must provide sufficient detail to indicate how the equipment and services offered comply with the specification. Please note that only standard brochures will not be adequate for the purposes of evaluation. In addition, any further relevant information shall be included so that evaluation can be performed with minimal need for clarifications.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **ITEM** | **DESCRIPTION** | |
| **1** | **Environmental conditions** |  | |
|  | Describe the suitability of the vehicles and equipment offered for use in Tuvalu |  | |
| **2** | **General requirements** | Provide details for each line item | |
|  | Carrying capacity and construction detail |  | |
|  | Wheelbase |  | |
|  | Ground clearance |  | |
|  | Seat height |  | |
|  | Stand |  | |
|  | Vehicle weight, with batteries |  | |
|  | Range |  | |
|  | Maximum speed |  | |
|  | Battery enclosure |  | |
|  |  |  | |
| **3** | **Drive motor and transmission** |  | |
|  | Drive motor |  | |
|  | Electronic controls |  | |
|  | Electronic and electrical connectors |  | |
|  |  |  | |
| **4** | **Suspension, wheels and brakes** |  | |
|  | Front suspension |  | |
|  | Rear suspension and motor location |  | |
|  | Wheel material |  | |
|  | Front wheel diameter |  | |
|  | Rear wheel diameter |  | |
|  | Braking system |  | |
|  | Front brake type |  | |
|  | Rear brake type |  | |
|  | Front tyre specification |  | |
|  | Rear tyre specification |  | |
|  |  |  | |
|  | **ITEM** | | **DESCRIPTION** |
| **5** | **Exterior finishes and durability** | |  |
|  | Bodywork colour | |  |
|  | Bodywork material | |  |
|  | Seat construction | |  |
|  | Seat material and upholstery | |  |
|  |  | |  |
| **6** | **Batteries** | |  |
|  | Battery type | |  |
|  | Battery cycle life | |  |
|  | Battery lifetime | |  |
|  | Battery enclosure details | |  |
|  | Details of battery connections | |  |
|  | Battery capacity and number of required battery packs per scooter | |  |
|  |  | |  |
| **7** | **Battery charging system** | |  |
|  | Description of charger | |  |
|  | External finish | |  |
|  | Electrical connection | |  |
|  | Electrical safety | |  |
|  | Battery charger capacity | |  |
|  | On-scooter charging system description | |  |
|  | Time to charge battery | |  |
| **8** | **Controls and instruments** | |  |
|  | Power on/off | |  |
|  | Battery charge indication | |  |
|  | Start/Stop and speed control description | |  |
|  | Speedometer | |  |
|  | Km travelled | |  |
|  | Front brake details | |  |
|  | Rear brake details | |  |
|  |  | |  |
| **9** | Spare parts | |  |
|  | Recommended spare parts for 5 years operation - describe | |  |
|  |  | |  |
| **10** | Maintenance | |  |
|  | Describe what information and facilities will be provided | |  |
|  |  | |  |
| **11** | Maintenance support | |  |
|  | Describe | |  |
| **12** | Training | |  |
|  | Describe how this will be done | |  |

(Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail)

1. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
2. The Purchaser reserves the right at the time of contract finalization to increase by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.
3. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding 95 calendar days from contract signature.
4. Insurance:The supplier is responsible for all kinds of insurance until the goods delivered and installed (if applicable) to the address of the Purchaser. For the readily available goods in the country of Purchase,the Purchaser will not assume any responsibility until goods are delivered and installed to the final place of destination. In case of goods supplied from abroad specifically for this Contract; the Goods supplied shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the total value of the Goods from Warehouse to Warehouse on All risks basis. The Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.
5. Applicable Law:The Contract shall be interpreted in accordance with the laws of Tuvalu.
6. Resolution of Disputes:The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the country procedures of the Purchasers country. The dispute shall be referred to jurisdiction at the Courts of Tuvalu.
7. Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable of fax the full details of shipment, including purchase order number, description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, 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:
8. Copies of the Supplier’s invoice showing goods’ description, quantity, unit price, and total amount;
9. Duplicate air/ truck transport document and/ or duplicate of railway transport document, and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked «freight prepaid»;
10. Copies of the packing list identifying contents of each package;
11. Manufacturer’s or supplier's warranty certificate;
12. Certificate of origin;
13. Certificate of quality.

The above documents shall be received by the Purchaser at least one week before arrival of the goods at the port of place of arrival and, if not received, the Supplier shall be responsible for any consequent expenses.

1. Payment for your invoice will be made as follows:

20% of the contract amount against a Bank guarantee.

80% of the contract price of the equipment to be paid upon acceptance of the Goods supplied from abroad specifically for this Contract.

100 % of the contract price of the services to be paid after the services are satisfactorily received.

1. Warranty: Goods offered should be covered by manufacturer’s warranty for at least 36 months from the date of delivery to the Purchaser. Please specify warranty period and terms in detail.
2. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
3. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. Name and address of service facility which the defects are to be corrected by the supplier within the warranty period:

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, “Force-Majeure” means an events beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, 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 Force-Majeure event.

1. Required Technical Specifications

(i) General Description

(ii) Specific details and technical standards

(iii) Performance Parameters

Supplier confirms compliance with above specifications **(In case of deviations supplier to list all such deviations).**

1. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 21 day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place:

Date: