

**GOVERNMENT OF TUVALU**

*[insert name of department and ministry acting as Purchaser]*

**INVITATION FOR QUOTATION**

IFQ No: LS/\_\_\_\_\_ *[insert]*

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

To: *[insert name and address of invitee]*

You are one of \_\_\_ *[insert number not less than 3]* suppliers invited to submit a quotation for the supply and delivery *[add "and installation and testing services" if appropriate]* of *[briefly describe the goods]*, funded by its own resources.

Submission of a quotation confirms that you have read and accept: (a) the Instructions to Bidders for Local Shopping for Goods; and (2) Conditions of Contract for Local Shopping for Goods; both of which are available for inspection on *[the Government Notice Board or the Government's procurement website at www.----]*.

The contract completion date will be \_\_\_ calendar days/months *[delete as applicable and insert number of months if duration is 3 months or above, or number of calendar days if less than 3 months]* after a contract is signed.

Your quotation must include; (a) the Schedule of Goods; and (b) the Declaration on Ethical Conduct; both attached herewith. Both must be duly completed and signed.

Your responsive quotation should be delivered by facsimile, electronic mail or hard copy to the address below not later than close of business on *[insert date]*. If you submit your quotation by e-mail, electronic signatures are acceptable.

*[name of procurement officer]*

*[name of Purchaser]*

Offices of the Government of Tuvalu

Vaiaku

Funafuti

Tuvalu

E-mail address: *[insert e-mail address of Procurement Officer]*

Facsimile no: *[insert number]*

A contract will be issued by the Purchaser comprising: (1) an itemised Purchase Order prepared from the priced Schedule of Goods submitted by the winning bidder; (2) the Conditions of Contract; and (3) the signed Declaration on Ethical Conduct. The winning bidder will be required to sign and return a signed copy to the Purchaser.

**SCHEDULE OF GOODS**

*[The specification must present a clear statement of the required standards of workmanship and performance of the goods, and related services if any, to be procured. Add additional sheets if the space below is insufficient.]*

*[The Purchaser shall enter the item-by-item specification in the "REQUIRED" column of the table below and complete the "Unit" and "Quantity Required" columns. The "OFFERED", "Unit Price" and "Amount" columns shall be left blank for the bidders to complete.]*

The manufactured Goods, and all the parts incorporated therein, must be new and unused.

<b>Item</b>	<b>Specification of Goods/Services REQUIRED</b>	<b>Goods/Services OFFERED <sup>1/</sup></b>	<b>Unit</b>	<b>Quantity Required</b>	<b>Unit Price (AUD)</b>	<b>Amount (AUD)</b>
1						
2						
3						
4						
5						
<b>TOTAL AMOUNT OF QUOTATION: AUD</b>						

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

**DECLARATION ON ETHICAL CONDUCT**

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

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

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

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

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

\_\_\_\_\_

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

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

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

Affix company seal:

*[The following two sections, Instructions to Bidders and Conditions of Contract, need not be issued to locally-based bidders with the Invitation for Quotation provided that they are posted on the Government's Public Notice Board and on the procurement website after it is established. They should however be issued electronically to bidders not based in Tuvalu, until such time as the procurement website is established.]*

## **INSTRUCTIONS TO BIDDERS**

### **1. Eligibility**

1.1 This quotation is open to all suppliers except those under notice of debarment by the Government of Tuvalu. Goods may be sourced from any state or country except those with whom the Government of Tuvalu has officially prohibited commercial relations.

### **2. Responsive Quotation**

2.1 A responsive quotation is one that contains Sections 3 to 6 inclusive fully completed and signed where indicated. A non-responsive quotation shall be rejected.

### **3. Language, Currency and Pricing of Quotation**

3.1 Quotations shall be made in English and all prices shall be quoted in Australian dollars (AUD). Prices shall be inclusive of all shipping costs, taxes and duties, insurance at full replacement value until delivery in Tuvalu, and any other incidental costs. The quotation shall be fixed price for the duration of the contract.

### **4. Technical Specification**

4.1 The technical specification of the required goods is at Section 3. Bidders shall complete the column headed "Offered" with an item by item description of the essential technical and performance characteristics of the goods/services being offered. Any substantive deviations from the column headed "Required" must be highlighted. Deviations may be accepted or rejected at the sole discretion of the Purchaser.

### **5. Manufacturers' Specifications and Warranty**

5.1 Bidders shall attach to their Quotations brochures or technical literature from the manufacturers showing the detailed specifications of the goods being offered and the manufacturers' warranty periods.

### **6. Contract Award Criteria**

6.1 The Purchaser shall award the contract to the bidder that has submitted the lowest evaluated substantially responsive quotation, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The format of the Letter of Award, which will form the basis of the Contract, may be found at Section 6.

### **7. Purchaser's Rights**

7.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the quotation process at any time prior to issue of the Letter of Award, without incurring any liability to any bidder.

### **8. Fraud and Corruption**

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

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

## 9. Validity of Quotation

9.1 Quotations shall remain valid for acceptance for 30 calendar days after the closing date for submission to the Purchaser.

## CONDITIONS OF CONTRACT

- |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. General Provisions                     | <p>1.1 Documentation for this Contract comprises:</p> <p style="padding-left: 20px;">Purchase Order</p> <p style="padding-left: 20px;">Conditions of Contract</p> <p style="padding-left: 20px;">Declaration on Ethical Conduct</p> <p>1.2 The Contract shall be amended only by written agreement between the Purchaser and the Supplier.</p> <p>1.3 This Contract shall be subject to the laws of Tuvalu. Every effort shall be made to resolve disputes amicably without referral to third parties. Any dispute that cannot be resolved amicably shall be referred to arbitration under procedures described in the Arbitration Act, 2008 Revised Edition.</p>                                                                                                                                                                                                                                                                                                                                                                                   |
| 2. Purchaser's and Supplier's Obligations | <p>2.1 The Purchaser shall pay the Supplier the Contract price of AUD _____ <i>[Insert amount in words and figures]</i> for the full delivery of the goods <i>[add "and installation and testing services" if required]</i> listed in the Quotation Price Schedule.</p> <p>2.2 The Supplier shall supply the goods <i>[add "and related services" if required]</i> listed in the Quotation Price Schedule at the delivery destination on or before the delivery date. The goods shall conform to the standards in the Technical Specification and the Supplier shall be responsible for insuring the Goods against all risks of loss and damage from source of manufacture or purchase to the final destination.</p> <p>2.3 Title to the Goods and related services, if any, transfers to the Purchaser upon their acceptance by the Purchaser at the delivery location. The risk of any loss or damage to the Goods and related services, if any, remains with the Supplier until their delivery to, and acceptance at, the delivery location.</p> |

- 2.4 The Purchaser has the right to reduce the payment to the Supplier by 0.1% of the Contract price for each day of delay beyond the contracted completion date. The reduction is up to a maximum of 10%, after which the Purchaser has the right to terminate the contract.
- 2.5 If Force Majeure makes completion of the contract impossible, the Supplier may ask the Purchaser to be released from the Contract.
- 2.6 The Supplier guarantees that all goods supplied will be new and unused and carry a warranty for the duration specified in the Form of Quotation. Throughout the Contract and warranty period, the Supplier agrees to make good, at its own expense, any defect that is due to the quality of materials or workmanship.
3. Payment Provisions
- 3.1 *[Insert the payment schedule for this contract].*
- 3.2 The Purchaser shall make payments within 30 days of receipt of the Supplier's invoices provided that the conditions for payment in Clause 3.1 have been met.
- 3.3 The Purchaser shall pay interest to the Supplier on any payment that is due and is delayed more than one (1) calendar month beyond the 30 day payment period. The rate of interest shall be 1% per complete calendar month of delay.
4. Special Conditions
- 4.1 *[The Purchaser may add clauses here that are specific to each particular contract]*