

Invitation for Quotation For Limited Shopping (Goods)

(Below advertising threshold)

April 2015



Tuvalu

INVITATION FOR QUOTATION

FOR

[Insert brief description of Goods]

[Insert date of invitation]

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[To users of this Standard Bidding Document:

Use only for Goods estimated to cost less than the upper threshold for Limited Shopping in the Public Procurement Regulations.

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

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

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

[In this standard bidding document, "services" refers to supporting services such as installation, set up and commissioning of the goods, if required as part of the contract.]

SECTION 1: INVITATION FOR QUOTATION

GOVERNMENT OF TUVALU

[insert name of department and ministry acting as Purchaser]

INVITATION FOR QUOTATION

IFQ No: LS/_____ *[insert]*

Date: _____ *[insert]*

Section 1: Introduction

The Government of Tuvalu wishes to enter into a contract for the supply and delivery *[add "and installation and testing services" if appropriate]* of *[briefly describe the goods]*, funded by its own resources. The *[insert name of department and ministry]*, hereinafter called the Purchaser, now invites quotations from eligible suppliers. You are one of ___ *[insert number not less than 3]* suppliers to be invited.

Please read **Section 2: Instructions to Bidders** carefully and complete **Sections 3 to 6** in full.

The format of the Letter of Award of Contract and the Conditions of Contract are shown for information in **Section 7**.

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

Your responsive quotation should be e-mailed, faxed or delivered in a sealed envelope headed "QUOTATION FOR IFQ No: *[insert number]* to reach 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 Purchaser]

Offices of the Government of Tuvalu

Vaiaku

Funafuti

Tuvalu

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

facsimile number: *[insert, including country/area codes]*

SECTION 2: 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, **treatment for the prevention of the introduction or spread of diseases or pests**, 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.

SECTION 3: TECHNICAL SPECIFICATION

[The specification must be prepared to permit the widest possible competition while presenting a clear statement of the required standards of workmanship and performance of the goods, and related services if any, to be procured. The specification shall require that the manufactured Goods, and all the parts incorporated therein, be new and unused.]

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

| Item | Goods/Services REQUIRED | Goods/Services OFFERED ^{1/} |
|-------------|--------------------------------|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| | | |
| | | |

^{1/} 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.

SECTION 4: QUOTATION PRICE SCHEDULE

The Final Destination for delivery of the goods is either: (1) the Purchaser, Government Office Building, Funafuti, if the Supplier is a Funafuti-based company; or (2) the Port of Funafuti, if the Supplier is an overseas-based company or if the goods are being transhipped by the Government to the outer islands.

*[The procuring entity must delete all example entries and complete columns 1, 2, 3 and 4]
(Bidders must complete columns 5 and 6)*

| 1 | 2 | 3 | 4 | 5 | 6 |
|------|---|----------|----------|--------------------------------|-----------------------------------|
| Item | Description of Goods/Services | Unit | Quantity | Rate (AUD) | Amount (AUD) (Quantity × Rate) |
| 1 | Supply and delivery of desktop computers as specified, with all necessary cabling and adaptors | set | 6 | 600 | 3,600 |
| 2 | Supply and delivery of laser jet printer as specified, with all necessary cabling for networking of desktop computers | set | 1 | 1,500 | 1,500 |
| 3 | Installation at source of licensed MS Windows and Office software and printer driver | set | 6 | 700 | 4,200 |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | Installation, testing and commissioning at point of delivery in Tuvalu | lump sum | | 1,500 | 1,500 |
| | Total FOB Amount | | | | 10,800 |
| | Documentation and Other Charges | | | | |
| | Freight, Shipping and Insurance to Funafuti | | | | |
| | | | | Total Cost CIF Funafuti | |

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

SECTION 5: 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:

SECTION 6: FORM OF QUOTATION

(Print on Bidding Company's Letter Heading)

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

Dear Sirs,

Invitation for Quotation under IFQ No: *(insert number – see Section 1)*

We are pleased to offer this quotation for the above referenced IFQ for the sum of AUD ____ *(insert amount in numbers)* (Australian Dollars *(insert amount in words)*).

We attach herewith Sections 2, 3, 4 and 5 of the Invitation for Quotation duly completed and signed.

We have read the proposed Conditions of Contract and confirm that, if our Quotation is accepted, we will enter into a Contract on those Conditions. We further confirm that:

1. Our quotation remains valid for acceptance until *(Bidder to insert date, which should be the Quotation closing date plus 30 calendar days)*.
2. We will complete the delivery *[add "and installation and testing services" if required]* within *(Bidder to insert number of days/months – see Section 1)* of signing a contract.
3. We will offer a comprehensive warranty on the goods *[add "and installation and testing services" if required]* for a period of ____ years/months *(insert number and delete years or months as applicable)* from the date of completion of our services.

We understand that you are not bound to accept all or any quotations that you receive.

Yours faithfully,

(Signature of Bidder)

(Print name and job title)

Dated this ____ day of _____, 20__ *(Insert day, month and year)*

SECTION 7: LETTER OF AWARD

[Reproduce on letter heading of department and ministry acting as Employer]

To: *[Name and address of winning bidder, when known]*

Date: _____

For attention of: *[Bidder's authorised representative]*

Dear Sir,

Subject: *[insert name and number of contract]*

We are pleased to inform you that your Quotation dated __ *[insert date]* submitted in response to our IFQ *[insert number]* has been accepted in the sum of *[insert currency and amount in numbers and words]*.

You are now invited to enter into a Contract which comprises:

1. This Letter of Award;
2. Your Quotation in full, including completed sections 1, 2, 3, 4, 5 and 6 of the IFQ, together with the manufacturers' specifications and warranties that were attached thereto; and
3. The Conditions of Contract.

Please arrange for your authorised representative to countersign this letter in the space indicated below, and initial every page of the attachments. This may be done electronically or in hard copy. Kindly return the signed letter and attachments to this address electronically, by facsimile or in hard copy, retaining the original for your own use.

Signed, stamped and delivered by:

FOR THE PURCHASER

FOR THE SUPPLIER

[signature]

[signature]

[Print name and position]

[Print name and position]

[Date of signing]

[Date of signing]

[Note to Purchaser: this letter may be sent by electronic mail complete with the attachments listed in points 2 and 3 above]

SECTION 8: CONDITIONS OF CONTRACT

- | | |
|---|--|
| 1. General Provisions | <p>1.1 Documentation for this Contract comprises:</p> <p style="padding-left: 20px;">Invitation for Quotation</p> <p style="padding-left: 20px;">Instructions to Bidders</p> <p style="padding-left: 20px;">Technical Specification</p> <p style="padding-left: 20px;">Quotation Price Schedule</p> <p style="padding-left: 20px;">Declaration on Ethical Conduct</p> <p style="padding-left: 20px;">Form of Quotation</p> <p style="padding-left: 20px;">Letter of Award</p> <p style="padding-left: 20px;">Conditions of Contract</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,</p> |

the delivery location.

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