



# INVITATION TO QUOTE (ITQ)

## SUPPLY OF LED STREET LIGHTING

Loan Number: **P128940**

Project: **Tuvalu Aviation Investment  
Project**

Purchaser: **MINISTRY OF COMMUNICATIONS  
AND TRANSPORT (MCT)**

Contract Reference: **MCT/SHPG/T-A29**

Procurement Method: **Shopping**

**1<sup>ST</sup> FEBURARYG 2017**

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**SECTION 1**  
**INVITATION TO QUOTE LETTER**

## SECTION 1 INVITATION TO QUOTE

**Invitation to Quote (ITQ)  
SUPPLY OF LED STREET LIGHTING  
Contract Ref: MCT/SHPG/T-A29**

1. The Government of Tuvalu (GoT), has received a loan from the International Development Association under the Pacific Aviation Investment Program (PAIP). The project is being implemented through the Ministry of Communications and Transport (MCT). The MCT now intends to apply part of this fund towards supply of **LED Street Lighting** under contract number **MCT/SHPG/T-29**. Tonga Airports Ltd is responsible for implementing PAIP, through a Technical and Fiduciary Services Unit (TFSU) and will assist MCT in this procurement.
2. The PAIP TFSU on behalf of MCT now invites your firm to submit a price quotation(s) for:

### LED STREETLIGHT

Item	EQUIPMENT	QUANTITY
<a href="#">1</a>	LED Streetlights	219
<a href="#">2</a>	Lighting Frame Only	166
<a href="#">3</a>	Post and Frame	53

*The Specifications and the Schedule of Requirements are included in [Section 3](#) of this Document.*

3. A supplier must quote for 100% of all items to be considered for evaluation.
4. This Invitation to Quote is extended using the procurement selection method of Shopping following the World Bank Guidelines on Procurement Under IBRD Loans And IDA Credits, January 2011 which can be accessed at this website; [www.worldbank.org/procure](http://www.worldbank.org/procure).
5. The Purchaser will not accept goods made by forced or indentured child labor. Suppliers must certify in writing that they have made a good faith effort to determine whether forced or indentured child labour was used to produce the items supplied.
6. A contract is expected to be signed based on the Pricing submitted, inclusive of Freight and Charges but exclusive of Customs and Duty Taxes applied in Tuvalu.
7. Your price quotation in the form attached shall be submitted to the email address below in separate files no bigger than 3 MB each.

**Attention: Henry Aho**

E-mail address: [haho@paipfsu.com](mailto:haho@paipfsu.com)

8. Prices can be quoted in any currency of the World Bank-member countries. The currency used for evaluation and comparison purposes to convert all quotation prices expressed in various currencies into a single currency is USD. The source of exchange rate shall be [www.xe.com](http://www.xe.com). The date for the exchange rate shall be 7<sup>th</sup> February 2017.
9. Offers determined to be substantially responsive to the Invitation to Quote will be evaluated by comparison of their prices. In evaluating the quotations, the Purchaser will determine for each quotation the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:
  - (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
  - (b) if a supplier refuses to accept the correction, his quotation will be rejected.
10. The award will be made to the Bidder offering the **lowest evaluated price that meets the required technical standards and delivery** schedule. The successful Bidder will sign a Contract as per attached [Form of Contract](#) in Section 5.
11. Your quotation(s) must be valid for a period of **90 days** from the deadline for receipt of quotation.
12. We look forward to receiving your Quotation by **15<sup>th</sup> February 2017.**
13. **Please confirm by e-mail the receipt of this invitation and whether or not you will submit the price quotation.**

Sincerely,

**Henry Aho**

**Procurement Officer**

**Pacific Aviation Investment Program (PAIP)**

## SECTION 2 INSTRUCTIONS TO BIDDERS

### Supply of LED Street Lighting Contract reference number: MCT/SHPG/T-A29

1. Quotation Instructions - Your quotation shall contain:
  - a. A **Signed Quotation** using [Form 1 Quotation Submission Form](#) as supplied with this invitation to Quotation. It must be signed by Supplier's representative with legal capacity to bind the Supplier. **Your Quotation must be signed to be considered a valid offer.**
  - b. A completed TECHNICAL SPECIFICATIONS & STATEMENT OF COMPLIANCE form (Section 3) indicating either **compliance** or **non-compliance** with specifications. Non-compliance shall mean an area where the items being quoted fail to meet specifications as listed. All non-compliant exceptions taken must be fully explained on a separate document and submitted along with the Quotation.
  - c. a completed **FORM 2, Manufacturer's Authorization** if necessary (if the Bidder is not a Manufacturer of the offered items)
  - d. a completed **FORM 3, Price and Completion Schedule**
  - e. All **warranty certifications** and such other attachments as may be required herein.
2. Your quotation may be submitted electronically to [haho@paiptfsu.com](mailto:haho@paiptfsu.com) in email files - each email no greater than 3MB (due to internet constraints within Tonga).
3. All inquiries and questions regarding quotation specifications shall be in writing to [haho@paiptfsu.com](mailto:haho@paiptfsu.com).
4. All costs associated with the preparation or delivery of this quotation shall be the sole responsibility of the bidder.
5. **Acceptance of Quotations:** The Purchaser reserves the right to reject any and all Quotations.
6. **Sample of Materials:** Samples of items, if requested, must be furnished at the cost of the Supplier, if called for after the quotations have been received.
7. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the Supplier. ***In some instances, the name of the manufacturer, a special brand, or make of an item is used in***

*describing the item or items desired; but this does not restrict the Supplier to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the goods or service on which the quotation are submitted must be equal to that specified, and a statement to that effect shall be made a part of the quotation.*

8. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all goods and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject goods that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the Supplier promptly after notification of rejection.
9. **The Purchaser retains the right to vary the quantities by +/- 15%**

**SECTION 3**  
**SCHEDULE OF REQUIREMENTS**  
**TECHNICAL SPECIFICATIONS & STATEMENT OF COMPLIANCE**



# SCHEDULE OF REQUIREMENTS

## Supply of LED Streetlights

Item No	Description of Item	Quantity	Delivery Final Destination	Latest Delivery Date
1	LED Streetlight	219	Funafuti, Tuvalu	10 weeks from contract signature
2	Lighting Frame	166	Funafuti, Tuvalu	10 weeks from contract signature
3	Posts and Frame	53	Funafuti, Tuvalu	10 weeks from contract signature

## TECHNICAL SPECIFICATIONS & STATEMENT OF COMPLIANCE

**Statement of Compliance:** Bidders must state here either “**Comply**” or “**Not Comply**” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered, comment as necessary. **Failure to complete this statement of compliance may result in the offer being rejected.** Statements of “Comply” or “Not Comply” of must be supported by evidence in a supplier’s quotation and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc. as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the quotation under evaluation liable for rejection. A statement either in the supplier’s statement of compliance or the supporting evidence that is found to be false either during evaluation or the execution of the contract may be regarded as fraudulent and render the supplier liable for prosecution and subject to sanctions.

### LED STREETLIGHT SPECIFICATIONS

	TECHNICAL SPECIFICATIONS	Complies with Specifications Yes / No	Documentary Evidence (that proves compliance)
1	Input Voltage: 220 – 240v		
2	Frequency Range: 50/60Hz		
3	Harmonic Distortion: ≤87%		

	TECHNICAL SPECIFICATIONS	Complies with Specifications Yes / No	Documentary Evidence (that proves compliance)
4	LED Power: 67W		
5	Luminaire Efficiency: 90lm/W		
6	Lamp Efficiency: >80%		
7	Average Illuminance, Height 4M: 12lux		
8	Light Distribution: Symmetric/Circular light spot		
9	Light Design: LED + Reflection		
10	IP Grade: IP 66		

	TECHNICAL SPECIFICATIONS	Complies with Specifications Yes / No	Documentary Evidence (that proves compliance)
11	Working Light Span: 50,000H		
12	Lamp Shell Color: White		
13	Wiring: The luminaire shall be pre-wired internally and externally and require an electronic photovoltaic control.		
14	Additional information: *LED-in 201008049999094804 *n.54 LED		
<b>POST REQUIREMENT: DESIGN AND STRUCTURE</b>			
15	Shall primarily be constructed of metal		
16	Finish shall be powder color and marine grade/rust resistant		

	TECHNICAL SPECIFICATIONS	Complies with Specifications Yes / No	Documentary Evidence (that proves compliance)
17	In case the LED driver unit is mounted internally, it shall be replaceable and accessible without tools.		
18	Any parts constructed of polycarbonate or acrylic shall be UV stabilized, any lens discoloration shall be considered a failure under warranty.		
19	Luminaire shall consist of heat sink with no fans, pumps or liquids and shall not degrade heat dissipation performance.		
20	Adjustable mounting socket shall be provide for mounting with existing mast arms diameter of 40-80mm		
21	All bolts and other fastening parts shall be corrosion resistant, preferably 300 series stainless steel.		

SECTION 4  
QUOTATION FORMS

**FORM 1**  
**Quotation Submission Form**

<b>Date:</b>	
<b>To:</b>	<i>[insert Purchasers Name]</i>
<b>Address:</b>	<i>[insert Purchaser's address]</i>
<b>Contract Name</b>	
<b>Contract Number</b>	

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Invitation to Quote (ITQ) issued.
- (b) We offer to supply in conformity with the ITQ and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods \_\_\_\_\_ *[insert a brief description of the Goods];*
- (c) The total price of our Quotation, inclusive of Freight and Charges but exclusive of Customs and Duty Taxes applied in Tuvalu and excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *[insert the total Quotation price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:
 

**Discounts.** If our Quotation is accepted, the following discounts shall apply. \_\_\_\_\_ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *[Specify in detail the method that shall be used to apply the discounts];*
- (e) Our Quotation shall be valid for the period of time specified in Section 1 – Invitation To Quote, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[insert the nationality of the Supplier, including that of all parties that comprise the Supplier, if the Supplier is a JV, and the nationality each subcontractor and supplier]*
- (g) We certify that we have made a good faith effort and determined that no forced or indentured child labor was used to produce the Goods to be supplied.

(h) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

*[if none has been paid or is to be paid, indicate "none."]*

- (k) We understand that this Quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated Quotation or any other Quotation that you may receive.

**Authorized Signature:**

**Name and Title of Signatory:**

**Name of Supplier:**

**Address:**



**FORM 2**  
**Manufacturer's Authorization**

The Supplier shall require the Manufacturer to fill in this Form in accordance with the instructions indicated (IF THE SUPPLIER IS NOT A MANUFACTURER of the proposed items). 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.

<b>Date:</b>	
<b>Contract Name:</b>	
<b>Contract Number:</b>	

To: *[Purchaser]*

Contract Name: *[insert]*

Address: *[insert]*

Contract Number: *[Insert]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Supplier]* to submit a Quotation the purpose of which is to provide the following Goods, manufactured by us *[insert name and 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 the TERMS AND CONDITIONS OF SUPPLY, 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]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Supplier]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**FORM 3**  
**Price and Completion Schedule**

Date:	
Contract Name:	
Contract Number:	

Item No.	Description of Items	Delivery Date	Country of origin	Quantity	Unit price per item delivered at Final Destination <sup>1</sup>	Total price per item <i>(cols. 5 x 6)</i> delivered at Final Destination <sup>1</sup>
1	2	3	4	5	6	7
1	LED Streetlight			219		
2	Lighting Frame only			166		
3	Post and Frame			53		
Name of Supplier <i>[insert complete name of Supplier]</i>						<i>[Insert total price ]</i>
Signature of Supplier <i>[signature of person signing the Quotation]</i> Date <i>[insert date]</i>						

<sup>1</sup> The price shall **INCLUDE** transportation, insurances, and any other local costs for delivery of the goods up to final destination, but shall **EXCLUDE** all customs duties and sales and other taxes  
**Note:** In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION 5

CONTRACT  
DRAFT ONLY

## FORM OF CONTRACT

**THIS AGREEMENT** number XXXXXXXX made on XXXXXX 2017, between Ministry of Communications and Transport, Tuvalu (hereinafter called “the Purchaser”) on the one part and XXXXXXXX (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotation for \_\_\_\_\_(description of goods) to be supplied by Supplier, viz. Contract \_\_\_\_\_, (hereinafter called “Contract”) and has accepted the Quotation by the Supplier for the supply of goods under Contract at the sum of \_\_\_\_\_ (\_\_\_\_\_ ) hereinafter called “the Contract Price”.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - a) [Annex A](#) – Terms and Conditions of Supply
  - b) [Annex B](#) – Supplier’s Quote – Form 2 and Technical Specifications Compliance Matrix
  - e) [Annex C](#) - Brochures
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.
3. The Purchaser hereby covenants to pay in consideration of the goods supply and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.

**Signature and seal of the Purchaser:**  
FOR AND ON BEHALF OF

**Signature and seal of the Supplier:**  
FOR AND ON BEHALF OF

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

**ANNEX A**  
**MCT/SHPG/T-A29**

**TERMS AND CONDITIONS OF SUPPLY**

<b>Project Name</b>		<b>Purchaser:</b>	
<b>Consignee:</b>		<b>Package No.</b>	

**A. PRICES AND SCHEDULES FOR SUPPLY**

<b>Item No.</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Delivery Time</b>
1				
2				
3				

*{Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail}*

<b>User's Guide</b>	<i>[specify]</i>
<b>Compliance certificates where applicable</b>	<i>[specify]</i>
<b>Warranty</b>	<i>[specify]</i>

**B. TERMS**

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 or decrease by up to 15% the quantity of goods originally specified without any change in unit prices as other terms and conditions.
3. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding **2** months from contract signature or, when applicable, from the date of signing of contract.
4. Insurance: The Goods supplied under the Contract 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 CIP/EXW value of the Goods from «Warehouse» to «Warehouse» on «All risks» basis, including «War Risks». 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 the Purchaser's country.
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 provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.
7. Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or 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:
  - (i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
  - (ii) 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»;
  - (iii) copies of the packing list identifying contents of each package;
  - (iv) manufacturer's warranty certificate;
  - (v) certificate of origin;
  - (vi) 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.

9. Payment for your invoice will be made as follows;
  - 100% upon delivery and written acceptance of the Goods, by the Purchaser.
  - Payment will be made 30 days after submission of invoice, accompanied by Acceptance Certificate issued by the Purchaser.

10. Warranty: Goods offered should be covered by manufacturer's warranty. Please specify warranty period and terms in detail.
11. 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.
12. 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.
13. Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its 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.

14. 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.
15. Prohibition of Harmful Child Labour
  - a. The Supplier shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of the Country have provisions for employment of minors, the Supplier shall follow those laws applicable to the Supplier. Children below the age of 18 years shall not be employed in dangerous work.
  - b. The Purchaser reserves the right to terminate any contract unconditionally and without liability in the event that the Supplier is discovered to be in non-compliance with the national labour laws and regulations with

respect to child employment and/or supplied the goods made by forced or indentured child labor.

NAME OF SUPPLIER	
Address	
Authorized Signature	
Date	