


## Procurement – Open Shopping (Goods)

	Purchaser: <b>TFSP2 Project, Fisheries Department</b>
	Responsible Officer of Purchaser: <b>Mike Batty: +688 20343,</b> Email: <a href="mailto:michaelb@tuvalufisheries.tv">michaelb@tuvalufisheries.tv</a>
	Items Required: Sea safety equipment – PLBs, VHF radios & GPS
	IFQ No: TFSP2/23/11a

Date: 30 June 2023

To: *All interested suppliers*

### 1. INVITATION FOR QUOTATION

1.1 You are invited to quote for supply, delivery to Funafuti, Tuvalu of the items listed and specified in the attached table. Quotations must be in English and prices in Australian dollars (AUD) are preferred. Quotations in other currencies will also be considered, but may disadvantage the supplier due to poor exchange rates available in Tuvalu. Prices shall include delivery by air via DHL, insurance at full replacement value until delivery in Funafuti, and all other incidental costs.

1.2 Your quotation should be e-mailed to reach the Tuvalu Fisheries Department by close of business at **1630 hours** local time on the 14<sup>th</sup> July 2023. The quotation shall be valid for acceptance for 30 days from the date of submission and quoted price shall remain fixed until delivery is completed.

1.3 A responsive quotation is one that contains the attached table fully completed and provided with a covering email to [michaelb@tuvalufisheries.tv](mailto:michaelb@tuvalufisheries.tv)

1.4 Suppliers should quote on supply of all items and plan on shipping all the goods together, but if supply chain issues prevent this they should explain their plans below the table in the section for comments.

### 2. SCHEDULE OF GOODS

2.1 The schedule of the required goods and their technical specification is contained in the attached table “Sea safety equipment”. Bidders shall complete the columns headed “Goods Offered” “Number” “Unit Price” and “Total Price AUD (or other currency if necessary)”. Care should be taken to complete the estimate of DHL shipping costs, to enter the expected and contracted dates of delivery and to provide the total cost of materials and delivery. Goods may be sourced from any state or country except those with whom the Government of Tuvalu has officially prohibited commercial relations.

### 3. CONTRACT AWARD

3.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the quotation process at any time prior to signing a contract, without incurring any liability to any bidder. Unless there are other exceptional circumstances, the Purchaser shall award a contract to the lowest evaluated substantially responsive quotation, provided further that the maximum delivery period is satisfactory to the Purchaser.

### 4. CONDITIONS OF CONTRACT

4.1 The Final Destination for delivery of the goods is: the Department of Fisheries, Funafuti, Tuvalu, for all Suppliers.

4.2 The 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.

4.3 The Contract shall be amended only by written agreement between the Purchaser and the Supplier.

4.4 If Force Majeure makes completion of the contract impossible, the Supplier may ask the Purchaser to be released from the Contract. For the purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier.

4.5 The Supplier guarantees that all goods supplied will be new and unused and carry a warranty for the duration specified in the 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.

4.6 The Government of Tuvalu has a policy of zero tolerance of fraud and corruption and shall reject a quotation, or cancel a Purchase Order already issued, if it determines that the bidder concerned, or any of its personnel or agents has directly or indirectly engaged in fraud and corruption in securing a contract or implementing a contract. The bidder 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.

4.7 Within 30 days of receiving invoices, the Purchaser shall normally pay the Supplier as follows:

- (a) 50% of the contract price on signing of the purchase contract; and (b) 50% of the contract price on satisfactory inspection of the delivered goods by the Purchaser.

If these payment terms are not acceptable, bidders may propose an alternative which will be considered by the Purchaser.

4.8 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.

## **5. SPECIAL CONDITIONS OF CONTRACT**

5.1 The packing shall be in cartons suitable for freight by DHL. The Suppliers are to pack all goods marked and labelled as shown below;

TFSP2 Project  
c/o Director of Fisheries,  
Ministry of Fisheries & Trade,  
Government of Tuvalu,  
Teone, Funafuti,  
Tuvalu.

**QUOTATION FOR SUPPLY OF TFSP SEA SAFETY EQUIPMENT TFSP2/23/11A**

Note – TFD prefers a quote in Australian Dollars but will accept a quote in other currencies  
Please make it clear which currency you are using

Name of company submitting proposal \_\_\_\_\_

Buyer's Requirement		Seller's Proposal (please adjust headers if you use another currency)			
Quantity	Description	Goods Offered	Total Number of Units	Unit Price AU\$	Total Price AU\$
50	ACR ResQlink Personal Locator Beacon (PLB)				
84	Cobra 500 Hand Held VHF radios complete with lithium batteries, chargers and spare AA battery case				
57	Garmin GPS73 Hand Held GPS receiver and plotter				
	Freight & Insurance to Funafuti				
		<b>Total cost including freight</b>			
		<b>Expected delivery date</b>			
		<b>Contracted delivery date (penalties may apply for delivery after this date)</b>			

Notes/Comments:

Signed for Company submitting proposal \_\_\_\_\_

Proposal to be emailed to [michaelb@tuvalufisheries.tv](mailto:michaelb@tuvalufisheries.tv) before 16.30 on 14<sup>th</sup> July 2023