



Pacific
Community
Communauté
du Pacifique

SPC Headquarters
BP D5
98848 Noumea Cedex
New Caledonia
Telephone: +687 26 20 00
Fax: +687 26 38 18

Siège de la CPS
BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18

ADVERTISEMENT

REQUEST FOR QUOTATION

PROCUREMENT FOR EQUIPMENT: Supply Tablets to Tuvalu for their LFC survey

25.05.2022

Project Title: Statistical Innovation and Capacity Building in the Pacific Islands (PACSTAT)

Source of Funding: P168122

Contract Name: Innovative Experiment Tuvalu LFC Tablets

Contract Ref: FJ-SPC-287215-GO-RFQ / SPC-RfQ22-4040

- 1) You are invited to submit your price quotation(s) for the supply of **“80 Tablets including 80 Power Banks for the Tuvalu LFC survey”**. Information on technical specifications and required quantities are attached.
- 2) You must quote for all the items under this RFQ. Price quotations will be evaluated for all the items together and contract awarded to the supplier offering the lowest evaluated total price of all the items, if substantially responsive to the technical specifications.
- 3) Your price quotation in the forms attached (Annexes 2, 4 and 5) may be submitted by hand delivery, surface mail, courier service and facsimile or electronically at the following address:

SPC Procurement
The Pacific Community (SPC)
95 Promenade Roger Laroque
98800 Noumea
New Caledonia
Email: rfq@spc.int and procurement@spc.int
- 4) The deadline for receipt of your quotation (s) by the Purchaser at the addresses indicated in above Paragraph 3 is: 4 PM on the 27/06/2022 (**New Caledonia time**).
- 5) Your quotation in duplicate and in English or French language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English or French) for each item quoted.
- 6) Your quotation(s) should be submitted as per the following instructions and in accordance with the attached Contract (Annex 1). The attached Terms and Conditions of Supply is an integral part of the Contract.

- 7) **PRICES:** The prices should be quoted preferably in Euro or the following single freely convertible currency (USD, AUD, NZD, CAD or JPY). Total cost which includes all taxes, VAT, custom duties and taxes, inland transportation, insurance, loading and unloading domestically supplied goods plus the price of delivery to the place of destination (Central Statistics Division - Ministry of Finance - Vaiaku, Funafuti / Tuvalu) is expected. The prices should be provided for a shipment by air freight, and by sea freight.
- 8) **EVALUATION OF QUOTATIONS:** Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of the total price, to the final destination as para. 2 above.

In evaluating the quotations, the Purchaser will determine for each bid 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) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c) if a Supplier refuses to accept the correction, his quotation will be rejected.

For comparison of evaluated prices, the total evaluated price for all items will be converted to Euro at the selling rate of exchange for 27/06/2022 by the BNC Bank in New Caledonia.

- 9) **AWARD OF CONTRACT/PURCHASE ORDER:** The award will be made to the bidder offering the lowest evaluated price and offering goods which are substantially meets the required standards of technical specifications. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.
- 10) **VALIDITY OF THE OFFER:** Your quotation(s) should be valid for a period of thirty days (30) from the deadline for receipt of quotation(s) indicated in Paragraph 4 of this Invitation to Quote.
- 11) Further information can be obtained from: SPC Procurement Office, Pacific Community, 95 Promenade Roger Laroque – 98800 Noumea. Email: procurement@spc.int
- 12) Please confirm by e-mail the receipt of this invitation and if you will submit a price quotation.



Pacific
Community
Communauté
du Pacifique

SPC Headquarters
BP D5
98848 Noumea Cedex
New Caledonia
Telephone: +687 26 20 00
Fax: +687 26 38 18

Siège de la CPS
BP D5
98848 Nouméa Cedex
Nouvelle-Calédonie
Téléphone : +687 26 20 00
Télécopieur : +687 26 38 18

ANNEX 1: FORM CONTRACT AND TERMS AND CONDITIONS

CONTRACT FOR THE SUPPLY OF GOODS

BETWEEN

The Pacific Community,
Hereinafter called 'SPC'

Division in charge: SDD

AND

Name of the Contractor

Hereinafter called 'the Contractor' or
'the Supplier'

Project Title: Statistical Innovation and Capacity Building in the Pacific Islands (PACSTAT)

Source of Funding: P168122

Contract Name: Innovative Experiment Tuvalu LFC Tablets

Contract Ref: FJ-SPC-287215-GO-RFQ / SPC-RfQ22-4040

THIS AGREEMENT made on XX/XX/2022 between the **Pacific Community** (SPC) (hereinafter called "the Purchaser") on the one part and **XXXX** (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has invited quotations for the for the supply of **"80 Tablets including 80 Power Banks for the Tuvalu LFC survey** (as per specifications on Annex 2), to be supplied by Supplier, viz. Contract: FJ-SPC-287215-GO-RFQ, (hereinafter called "Contract") and has accepted the quotation by the Supplier for the supply of goods under the Contract at the sum of XXXXX currency (in word) excluding taxes (hereinafter called "the Contract Price") as per the item 2 of lot 1 and items 1 and 2 of Lot 2 price offer on Annex 3.

NOW THIS AGREEMENT WITNESSETHES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) The signed contract;
 - b) Term and Conditions of Supply, Technical Specification, Technical and Financial proposal
 - c) SPC General Terms and Conditions.

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 Contract and remedy any defects therein in conformity with the provisions of the Contract.
3. The Purchaser hereby covenants to pay in consideration of the Goods supply and acceptance in accordance with the Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.
4. Payment Conditions and Schedule

4.1 All Goods covered by this Contract shall be delivered at Central Statistics Division - Ministry of Finance - Vaiaku, Funafuti / Tuvalu in accordance with Article 7 of SPC General Terms and Conditions

4.2 The total amount exclusive of tax pursuant to article 22 of the General Terms and Conditions, to be paid by SPC to the Contractor for the delivery of the Goods is XXXXX currency (in word).

4.3 SPC shall make payments to the Contractor according to the following payment schedule and associated milestones:

Item No	Identification of goods/milestone	Quantity	% payment	Amount in currency Click or tap here to enter text.
1	Delivery of Tablets using Android with version 5.1 or more, and 8-inch screens or more	80	100%	
2	Delivery of Power Bank	80	100%	
TOTAL				

4.4 In accordance with Article 10 of the General Terms and Conditions, SPC will endeavour to make payment to the Contractor within 30 (thirty) days of acceptance of an invoice at the successful completion of each milestone, to be submitted by the Contractor by email to financeaccountspayable@spc.int and the Administrative Contact provided in Article 2.2.

4.5 SPC shall make payment to the following account:

Bank Name: Bank Branch: Bank Account Holder Name: Account no: IBAN: Swift Code: Account Currency:

4.6 In accordance with Article 7 of the General Terms and Conditions, SPC must formally accept the goods in writing in order to consider that the Supplier has fulfilled its obligations under the Contract. If defects or damage to the Goods are identified by SPC upon delivery, the Supplier shall either repair, exchange or refund the Goods in compliance with SPC's requirements.

5. Applicable Law. The Contract shall be governed by Section 7 of Chapter XV of SPC's Manual of Staff Policies¹ and the general principles of international law to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts 2016. The language of the Contract shall be English.
6. 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 event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are 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.

7. Resolution of Disputes.

The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract or the breach, termination or invalidity thereof.

If a dispute is not settled within sixty (60) days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC

8. Failure to Perform. The Purchaser may cancel the Contract if the Supplier fails to deliver the Goods in accordance with this Contract with a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.
9. Fraud and Corruption. If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing World Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Contract.

10. Inspections and Audits

10.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.

¹ [Link to Chapter XV](#)

10.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the World Bank (“the Bank”) and/or persons appointed by the Bank to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 8 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).

11. SPC General Terms and Conditions of Contract

11.1 The Supplier shall perform the Services in accordance with [SPC’s General Terms and Conditions](#).

11.2 In case of any conflict between the terms of the contract and the terms of the general conditions, the terms of the contract shall prevail.

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

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

Mr
Director
Statistics for Development Division
Date:

Supplier
Date:

ANNEX 2: TERMS AND CONDITIONS OF SUPPLY**Project Title:** Statistical Innovation and Capacity Building in the Pacific Islands (PACSTAT)**Source of Funding:** P168122**Contract Name:** Innovative Experiment Tuvalu LFC Tablets**Contract Ref:** FJ-SPC-287215-GO-RFQ / SPC-RfQ22-40401. Prices and Schedules for Supplya) By Air freight

Item No	Description of Goods	Quantity	Unit Price	Unit Price CIP to final destination (currency and amount)	Total Price at final destination (includes all taxes, VAT, customs duties, freight, inland transportation and insurance)	Delivery Period (days) from Date of Notification of Award to final destination
			<i>(To be filled by Bidder)</i>			
1	Tablets using Android with version 5.1 or more, and 8-inch screens or more	80				2 months Or latest 15.09.2022
2	Power Bank	80				2 months Or latest 15.09.2022

b) By sea freight:

Item No	Description of Goods	Quantity	Unit Price	Unit Price CIF to final destination (currency and amount)	Total Price at final destination (includes all taxes, VAT, customs duties, freight, inland transportation and insurance)	Delivery Period (days) from Date of Notification of Award to final destination
			<i>(To be filled by Bidder)</i>			
1	Tablets using Android with version 5.1 or more, and 8-inch screens or more	80				2 months Or latest 15.09.2022
2	Power Bank	80				2 months Or latest 15.09.2022

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

2. Accessories & Software - The products must contain all the necessary accessories and software for an immediate functional connection.
3. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
4. 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.
5. Delivery Schedule: The delivery should be completed as per above schedule. The final destination for delivery of the Goods is Central Statistics Division - Ministry of Finance - Vaiaku, Funafuti / Tuvalu

Insurance: The supplier is responsible for all kinds of insurance until the goods are delivered and installed to the final destination and the Purchaser will not assume any responsibility until goods are delivered and installed. For Goods to be imported, 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, including War Risks. The Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.

6. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to and unloading at the final/port of destination.
7. Delivery and Documents (for goods to be imported). Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by electronic mail the full details of shipment, including Contract number, description of goods, quantity, 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/ship/truck 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 or supplier's warranty certificate.
 - (v) Certificate of origin.

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

8. Payment for your invoice will be made as follows:
SPC will issue a Purchase Order for payment with 100% payment on delivery and issuance of Acceptance Certificate by the Purchaser, for the respective delivery. Payment shall be made by bank transfer to the account of the supplier.
9. Warranty: 3 years warranty for Touch Screen, small PC and UPS. Standard warranty for other goods as specified in Annex 3, Technical Specifications.
10. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days 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:

Name and Address _____ *(to be filled by Supplier)*

11. Supplier confirms compliance with the Technical Specifications provided in Annex 2.

NAME OF SUPPLIER: **(Company Details)**.

Authorized Signature _____

Place:

Date:

ANNEX 3: TECHNICAL SPECIFICATIONS

Project Title: Statistical Innovation and Capacity Building in the Pacific Islands (PACSTAT)

Source of Funding: P168122

Contract Name: Innovative Experiment Tuvalu LFC Tablets

Contract Ref: FJ-SPC-287215-GO-RFQ / SPC-RfQ22-4040

Preferred Specifications			
	Equipment	Specifications	Quantity
1	Tablets using Android with version 5.1 or more, and 8-inch screens or more	<ul style="list-style-type: none"> – Survey solution is designed for tablets using Android with version 5.1 or more, and 8-inch screens or more. Lower size is NOT recommended as users may find difficulty reading the fonts and maneuvering around the screen. – Ideally tablets should have 8” to 10” screens which makes them easy to store and carry in the field. A mobile phone screen is too small and larger screens also drain batteries faster. Preferably, 10” screens would be ideal for Supervisors for checking of the completed interviews. – Tablets should allow for at least 3G Sim Cards for internet data – Minimum 4000 mah (milliampere/hour) battery. Tablet MUST last at least one full day in the field before charging is required. – High quality GPS – both GPS and GLONASS are required, not only A-GPS (this uses the telephone network which is not very good quality and won’t work in areas with no 3g connection). – Tablets should at least have 1Gb storage capacity to allow for storage of manuals, presentations, maps and other reference documents to assist the interviewers in their field enumeration. – Good quality aftermarket ruggedized case with integrated screen protector. 	80

Preferred Specifications			
	Equipment	Specifications	Quantity
		<ul style="list-style-type: none"> – Have good camera and location (GPS) functionalities for taking photos and location of dwellings. – Tuvalu uses the Australian plug adapters, 	
2	Power Bank		80

ANNEX 4: FORM OF QUOTATION (RFQ-GOODS)

[To be completed, signed and submitted on Letterhead of Supplier]

FORM OF QUOTATION

_____ (Date)

To: **SPC Procurement**
The Pacific Community (SPC)
95 Promenade Roger Laroque
98800 Noumea
New Caledonia
Email: rfq@spc.int; procurement@spc.int

Project Title: Statistical Innovation and Capacity Building in the Pacific Islands (PACSTAT)

Source of Funding: P168122

Contract Name: Innovative Experiment Tuvalu LFC Tablets

Contract Ref: FJ-SPC-287215-GO-RFQ / SPC-RfQ22-4040

We offer to execute the _____ (*Purchaser to fill name and number of Contract*) in accordance with the Form of Contract and Annexes accompanying your Request for Quotation (RFQ) for the Contract Price of _____ (amount in words and numbers) (_____) (name of currency). We propose to complete the delivery of Goods described in the Contract within a period of _____ calendar days from the Date of Notification of Award.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the RFQ.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address: _____

Phone Number: _____

Fax Number, if any: _____

E-mail address: _____

ANNEX 5: STATEMENT OF TECHNICAL COMPLIANCE

[To be completed, signed and submitted by the Supplier as an attachment to the signed Form of Quotation]

Project Title: Statistical Innovation and Capacity Building in the Pacific Islands (PACSTAT)

Source of Funding: P168122

Contract Name: Innovative Experiment Tuvalu LFC Tablets

Contract Ref: FJ-SPC-287215-GO-RFQ / SPC-RfQ22-4040

Date:

To: **SPC Procurement**
The Pacific Community (SPC)
95 Promenade Roger Laroque
98800 Noumea
New Caledonia
Email: rfq@spc.int; procurement@spc.int

We, the undersigned, confirm that we shall supply the Goods listed in Annex 2 according to the standards and specifications described in Annex 3 except for those deviations listed below:

List all deviations of the proposed items of Goods:

or

nil

We confirm that the Goods proposed in our quotation substantially satisfy the requirements specified in the specifications. The main technical responses are as listed below:

List all the main technical characteristics of the proposed items of Goods:

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Supplier: _____

Address: _____