

**ADB DOCUMENT**  
**SHOPPING FOR GOODS**

July 2021

## SHOPPING FOR GOODS

### REQUEST FOR QUOTATION (RFQ)

**Project Title:** Tonga Outer Island Renewable Energy Project (OIREP), Phase 4

**Source of Funding:** Asian Development Bank

**Contract Ref:** SHO-P4-METERS-01: Single and Three Phase Static Meters.

**Date of Issue of Request:** 30.06.2021

**To: Whom It May Concern.**

Dear Sir / Madam.

1. The Ministry of Meteorology, Energy, Information, Disaster Management, Climate Change and Communications (MEIDECC) (Purchaser), as part of the new electricity network component for OIREP, Phase 4, requests you to submit price quotation(s) for the supply of the following items:

Item	Material Description	Qty
1	Single Phase Static Electronic Meters + Aluminium Electric Meter Boxes	970
2	Three Phase Static Electronic Meters + Aluminium Electric Meter Boxes	30

2. If you, however, have been associated with the firm that prepared the design, and specifications of the contract that is subject of this procurement, you shall be disqualified.
3. To assist you in the preparation of your price quotation we enclose the necessary technical specifications and required quantities.
4. You must quote for all the items under this request. Price quotations will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items.
5. Your quotation must be signed, scanned, and submitted electronically to the following email address:

**Purchaser's Address** Dr. Tevita Tukunga, Director, Energy Division, MEIDECC  
**Email:** [ttukunga@gmail.com](mailto:ttukunga@gmail.com)  
**Telephone:** +676 20100

6. Your quotation in duplicate and written in **English** language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted, including names and addresses of firms providing after-sales service facilities in **Kingdom of Tonga**.
7. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in Paragraph 3 is: **14/07/2021**.

8. Quotations should be accompanied by a detailed list of the proposed materials along with their make and model.
9. You shall submit only one set of quotations for the above item(s). Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your Form of Quotation, your quotation will not be considered further.
10. Your quotation(s) should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

- a. PRICES: The prices should be quoted for the supply and delivery to: CIF to Tonga (International Wharf). Prices shall be quoted in **USD currency**.
- b. EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. The Purchaser will evaluate and compare only the quotations determined to be substantially responsive. In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
  - i. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
  - ii. where 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; and
  - iii. if a Supplier refuses to accept the correction, his quotation will be rejected.

Please note that the importation of hardware associated with this work shall be exempt of import taxes or duties in Tonga.

- c. AWARD OF PURCHASE ORDER. The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.
- d. VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of sixty (60) days from the deadline for receipt of quotation(s) indicated in Paragraph 5 of this Request for Quotation.
- e. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years.

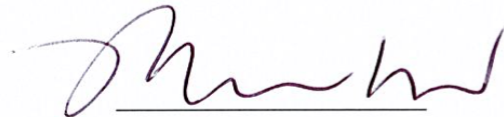
11. Further information can be obtained from:

Dr. Tevita Tukunga, Director, Energy Division, MEIDECC  
E-mail: [ttukunga@gmail.com](mailto:ttukunga@gmail.com)  
Telephone: +676 20100.

12. The bidder whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance issued by the Purchaser.

13. The Purchaser intends to apply funds from the Asian Development Bank (ADB) for eligible payments under the Purchase Order resulting from this RFQ.
14. Under ADB's Anticorruption Policy bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list.
15. Please confirm by e-mail the receipt of this request and whether or not, you will submit the price quotation(s).

Sincerely,

A handwritten signature in dark ink, appearing to read 'Tevita Tukunga', written over a horizontal line.

Dr. Tevita Tukunga  
Director, Energy Division  
MEIDECC

## FORM OF QUOTATION

To: MEIDECC.  
Level 4, Sanft Building,  
Corner of Taufa'ahau and Wellington Roads, Nuku'alofa,  
Tonga.

We offer to execute the **SHO-P4-METERS-01: Single and Three Phase Static Meters** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_ (amount in words and numbers) (US\$ \_\_\_\_\_).

We propose to complete the delivery of Goods described in the Contract within the following Delivery Time from the Date of Signing of the Contract.

Prices and Schedules for Installation (see technical specification for specific details):

Lot #	Item	Qty (Units)	Unit Price	Total Price	Installation Time
			US\$	US\$	
1	Supply Single Phase Static Meters + Aluminium Electric Meter Boxes	970			Fully supplied and delivered to Tonga within 4 Months after Contract Signing.
2	Supply Three Phase Static Meters + Aluminium Electric Meter Boxes	30			Fully supplied and delivered to Tonga within 4 Months after Contract Signing.
	<b>Total</b>	1,000			

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 Offer and Warranty conditions imposed by the Request for Quotation document and the Terms and Conditions of Supply, respectively.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation.

We are not in the ADB sanctions list.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Supplier: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

## FORM OF CONTRACT

THIS AGREEMENT number **SHO-P4-METERS-01: Single and Three Phase Static Meters** made on \_\_\_\_\_, \_\_\_\_ 2021, between the **Ministry of Meteorology, Energy, Information, Disaster Management, Environment, Climate Change and Communication (MEIDECC)** (hereinafter called “the Purchaser”) on the one part and \_\_\_\_\_ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has requested for quotation for **Supply of Single and Three Phase Static Meters** to be supplied by the Supplier, viz. Contract **SHO-P4-METERS-01** (hereinafter called “Contract”) and has accepted the Quotation by the Service Provider the installation of goods under Contract at the sum of \_\_\_\_\_ (amount in words) (US\$ \_\_\_\_\_) (amount in numbers) 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) Form of Quotation; Terms and Conditions of Supply, Technical Specifications;
- b) Addendum (if applicable).

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 goods under 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 acceptance of Contract, deliver the goods as defined, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of the **Kingdom of Tonga** on the date indicated above.

**Signature and seal of MEIDECC:**

For and on behalf of

**Signature and seal of the Supplier:**

For and on behalf of

\_\_\_\_\_  
Dr. Tevita Tukunga

**TERMS AND CONDITIONS OF SUPPLY**

**Project Title:** Outer Island Renewable Energy Project, Phase 4.

**Purchaser:** MEIDECC.

**Package No.** SHO-P4-METERS-01: Single and Three Phase Static Meters

1. *Technical Specifications:*

Lot #	Item	Qty. per unit	Technical Specifications
1.	Supply a Single-Phase Static Electric Meters with Aluminium Electric Meter Boxes	970	<ol style="list-style-type: none"> <li>1. <b>Meter Type</b> : One Phase two Wire</li> <li>2. <b>Standard Comply</b>: EN 62052–11, EN 62053–21, EN 62053–31, DIN 43857–1, EN 62056–21, DIN 43857–3</li> <li>3. <b>Measuring Scope</b> : Active Energy, MD</li> <li>4. <b>Tariff</b> : 4</li> <li>5. <b>Rated Voltage</b> : 230V</li> <li>6. <b>Voltage Range</b> : 0.8Un~1.2Un</li> <li>7. <b>Rated Frequency</b>: 50Hz</li> <li>8. <b>Rate indicator LED</b>: 1000 imp/kWh</li> <li>9. <b>Communication</b>: Optical port with IEC62056-21, RS485</li> <li>10. <b>Accuracy class</b>: CL.B</li> <li>11. <b>Basic current (Ib) / Maximum current (Imax)</b>: 5(80)A</li> <li>12. <b>Starting current</b>: 0.25A</li> <li>13. <b>Power Consumption</b> : Voltage circuit ≤ 1W Apparent Power at Un≤ 10VA Current circuit ≤ 1V at Ib</li> <li>14. <b>Tamper detection</b> : Open terminal cover</li> <li>15. <b>Display</b> : 8digits LCD</li> <li>16. <b>Operating Temperature range</b>: -40°Cto + 70°C</li> <li>17. <b>Humidity operating range</b>: 95%</li> <li>18. <b>Degree of protection</b> : IP54</li> <li>19. <b>Meter life</b> : No less than 15 years</li> <li>20. <b>Weight</b>: Approximately 1.0 kg</li> <li>21. <b>Dimension (L x W x H)</b> : 212mm×135mm×61.6mm</li> <li>22. <b>Meter Cover</b>: Transparent PC</li> <li>23. <b>Meter Base</b>: Glass fibered PC</li> <li>24. <b>Terminal Box</b>: Glass fibered PC</li> <li>25. <b>Terminal Cover</b>: Glass fibered PC</li> <li>26. Aluminium Electric Meter Boxes               <ol style="list-style-type: none"> <li>a. Outdoor Waterproof Sheet stainless steal Electric Aluminium</li> <li>b. Standard : GB, EN, API650, China GB Code, JIS Code, TEMA, ASME</li> </ol> </li> </ol>



2.	Supply a Three phase static electric meters with aluminium electric meter boxes	30	<ol style="list-style-type: none"> <li>1. <b>Meter Type</b> : Three Phase four Wire</li> <li>2. <b>Standard Comply</b>: EN 62052–11, EN 62053–21, EN 62053–31, DIN 43857–1, EN 62056–21, DIN 43857–3</li> <li>3. <b>Measuring Scope</b> : Active Energy, MD</li> <li>4. <b>Tariff</b> : 4</li> <li>5. <b>Rated Voltage</b> : 230V</li> <li>6. <b>Voltage Range</b> : 0.8Un~1.2Un</li> <li>7. <b>Rated Frequency</b>: 50Hz</li> <li>8. <b>Rate indicator LED</b>: 1000 imp/kWh</li> <li>9. <b>Communication</b>: Optical port with IEC62056-21, RS485</li> <li>10. <b>Accuracy class</b>: CL.B</li> <li>11. <b>Basic current (Ib) / Maximum current (Imax)</b>: 5(100)A</li> <li>12. <b>Starting current</b>: 0.15A</li> <li>13. <b>Power Consumption</b> : Voltage circuit <math>\leq 1W</math> Apparent Power at <math>U_n \leq 10VA</math> Current circuit <math>\leq 1V</math> at <math>I_b</math></li> <li>14. <b>Tamper detection</b> : Open terminal cover</li> <li>15. <b>Display</b> : 7 digits LCD</li> <li>16. <b>Operating Temperature range</b>: -40°C to + 70°C</li> <li>17. <b>Humidity operating range</b>: 95%</li> <li>18. <b>Degree of protection</b> : IP54</li> <li>19. <b>Meter life</b> : No less than 15 years</li> <li>20. <b>Weight</b>: Approximately 1.0 kg</li> <li>21. <b>Dimension (L x W x H)</b> : 212mm×135mm×61.6mm</li> <li>22. <b>Meter Cover</b>: Transparent PC</li> <li>23. <b>Meter Base</b>: Glass fibered PC</li> <li>24. <b>Terminal Box</b>: Glass fibered PC</li> <li>25. <b>Terminal Cover</b>: Glass fibered PC</li> <li>26. Aluminium Electric Meter Boxes <ol style="list-style-type: none"> <li>a. Outdoor Waterproof Sheet stainless steel Electric Aluminium Standard : GB, EN, API650, China GB Code, JIS Code, TEMA, ASME</li> </ol> </li> </ol>
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Prices and schedule for Supply (see for specific details):

Lot #	Item	Qty (Units)	Unit Price	Total Price	Installation Time
			US\$	US\$	
1	Supply Single Phase Static Meters + Aluminium Electric Meter Boxes	970			Fully supplied and delivered to Tonga within 4 Months after Contract Signing.
2	Supply Three Phase Static Meters + Aluminium Electric Meter Boxes	30			Fully supplied and delivered to Tonga within 4 Months after Contract Signing.
	<b>Total</b>	1,000			

2. Priority of deliveries: As listed above but if the Supplier would like to change this then they must engage with the Purchaser and seek approval.
3. Order of Islands: It may be possible to change the order the islands and supply the goods in an order that suits the circumstances at the time (e.g. weather, ferry availability, etc). However, this must be agreed to by all the stakeholders.
4. Specifications: All materials must be in compliance with the standard indicates on the Terms and Conditions of Supply.
5. Warranty: The goods must have at least a 2-year manufacturer’s warranty.
6. Fixed Price: The unit rate prices indicated in the Form of Quotation are fixed and not subject to any adjustment during contract performance.
7. Completion of Supply: The supplies should be completed as per above schedule but not exceeding **4 months** from Contract Signing. Closer to the shipping of the materials to the sites, the Supplier shall notify the Purchaser of the updated Estimated Time of Arrival (ETA).
8. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the Goods on “All risks” basis.
9. Applicable Law: The Contract shall be interpreted in accordance with the laws of **Kingdom of Tonga**.
10. 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 Kingdom of Tonga.
11. Delivery and Documents: Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- copies of quantity confirmation, shipping details, bill of lading, etc.
- copies of the Supplier's invoice showing materials description, quantity, unit price, and total amount;
- certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before delivering the goods to the site(s), if not received, the Supplier shall be responsible for any consequent expenses.

12. **Payment:** Payment of the contract price shall be made in the following manner:
- a. **Advance Payment:** Ten (10) percent of the Contract Price within forty-five (45) days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered.
  - b. **On Delivery:** The Purchaser shall pay the Supplier eighty (80) percent of the Contract Price of the Goods shipped within forty-five (45) days, upon arrival of the goods at the International Wharf on Tongatapu.
  - c. **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within forty-five (45) days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the Purchaser.

13. **Warranty:** Goods offered should be covered by warranty for at least 24 months from the date of supply.

14. **Defects:** All defects identified by the Purchaser will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by the Purchaser. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:

Facility \_\_\_\_\_

Address \_\_\_\_\_

15. **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 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.

16. Required Technical Specifications: (with attachments as necessary)

- (i) General Description
- (ii) Specific details and technical standards

The Supplier confirms compliance with above specifications.

17. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_