

KINGDOM OF TONGA



P.O BOX 429, Nuku'alofa, Tonga. Tel (676) 786 3223 Fax (676) 23-047

REQUEST FOR QUOTATIONS – WORKS (3 Lots)

- 1) Household service lines trenching within the Nuku'alofa Network Upgrade Project (NNUP) - Area 5 - Lot 1: 12,500 mt.
- 2) Household service lines trenching within the Nuku'alofa Network Upgrade Project (NNUP) - Area 5 - Lot 2: 12,500 mt.
- 3) Household service lines trenching within the Nuku'alofa Network Upgrade Project (NNUP) - Area 5 - Lot 3: 12,500 mt.

Package No. RFQ - P4 - /NNUP05/245 – Lot 1

Package No. RFQ - P4 - /NNUP05/245 – Lot 2

Package No. RFQ - P4 - /NNUP05/245 – Lot 3

April 2025

REQUEST FOR QUOTATION - WORKS (RFQW)

Project Title : Nuku'alofa Network Upgrade Project- Area 5

Source of Funding : Pacific Renewable Energy Investment Facility - Asian Development Bank

Contract Package Name: Household service lines trenching within Nuku'alofa Network Upgrade Project (NNUP) – Area 5: Lot 1, Lot 2 and Lot 3.

Contract Ref: RFQ P4 - /NNUP05/245 -Lot 1
RFQ P4 - /NNUP05/245 -Lot 2
RFQ P4 - /NNUP05/245 -Lot 3

Date of Issue of RFQ: 24 April 2025

Deadline for submission: Date: 23 May 2025; Time: 10 AM (Tonga time)

To : Eligible Contractors/ Name of the contractor

Sir/Madam:

1. The TPL (Employer) hereby requests from eligible contractors to submit a quotation for the following works which is tendered in 3 Lots.
 - a) Household service lines trenching within the Nuku'alofa Network Upgrade Project (NNUP) – Area 5 – Lot 1 - 12500 mt.
 - b) Household service lines trenching within the Nuku'alofa Network Upgrade Project (NNUP) – Area 5 – Lot 2 - 12500 mt.
 - c) Household service lines trenching within the Nuku'alofa Network Upgrade Project (NNUP) – Area 5 – Lot - 3 12500 mt.

To assist in the preparation of your price quotation, the necessary **Specifications, Activity Schedule** and **Drawings, Form of Quotation** and a draft **Contract Form** as required, are enclosed. You are advised to visit the site of the works at your own expense, and obtain necessary information in order to prepare your quotation.

2. If you/your firm, however, falls under any of the following conditions, your proposal may not be considered:
 - (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the design, specifications, or engaged in the preparation of the Project or firm that will provide supervision of the Works, or
 - (c) you/your firm are/is owned by the Employer, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date), or
 - (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.

3. To be qualified, you must:
- (a) have experience as a prime contractor in the construction of at least one similar work over the last 5 years of the nature and complexity of the work covered by this **Request for Quotation** as evidenced by a client's certificate of completion or any document proving this. *(One such experience is enough for your applying for one lot, two of the three lots or all the three lots)*
 - (b) Show that you have the one truck (with a capacity to carry 8 Labourers) to carry out the job *(Separate set of vehicles to be shown for each Lot you intend to apply. i.e. vehicle, proposed in one Lot applied by a bidder, cannot be repeated in the other Lots applied by the bidder. The availability of vehicles can be shown as owned and / or to be rented with proper proof documents – please use the attachment 5 of the format to submit the details)*
4. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for the whole works as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Activity Schedule**. The currency of quoted prices and payment shall be in **TOP**. The quotation shall include all duties, local taxes and other levies payable by the contractor in accordance with the local laws. However, you would have the option of quoting for one lot OR any two of the three lots OR all the three lots.
 - (a1) **Please use the attached format to submit the quotation**
 - (a2) You will be required to submit the **"Power of Attorney"** authorizing the signatory of the bid as applicable. (Format of power of Attorney provided in the attached model document of submission at the end of this RFQ)
 - (a3) Your quotation must be accompanied by a certificate / document / or any proof showing completion of one similar contract in the last five years. *(One such experience is enough for your applying for one lot, two of the three lots or all the three lots)*
 - (a4) Your quotation must be accompanied by an undertaking to provide 8 labors separately for each lot as in the attached format to submit the quotation. (Attachment 5 of the format)
 - (a5) Your quotation must show the availability one Truck and one suitable Digger per to perform the work either through ownership or renting arrangements. *(Separate set of vehicles and diggers to be shown for each Lot you intend to apply. i.e. vehicles, diggers proposed in one Lot applied by a bidder, cannot be repeated in the other Lots applied by the bidder)*
 - (a6) The bidders may wish to include discounts for award of one or more than one lot. In such case those discounts should be mentioned in the "Form of Quotation" and also in the "Price Schedule". In case of discrepancy in figures of discount between "Form of Quotation" and the "Price Schedule", the discount quoted in "Form of Quotation" will prevail.
 - (a7) The bidder shall fill the check list given in the format for ensuring correct and complete submission of documents required.
 - (a8) The bidder will provide the details of the business registration along with the number and related document and the contractor who gets the award will have to submit the bank account details for which the payments need to be done.
- (b) You shall submit only one quotation. *(But the price quote should be separately for each Lot)*. 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 may not be considered further.**

- (c) You shall submit one original of the **Form of Quotation**, and clearly marked “Original”. In addition, you shall also submit one copy marked as “COPY”. In case of any discrepancy between the Original and Copy, the original shall prevail.
- (d) Your quotation should be valid for a period of **120** days from dead line for submission of the quotation as indicated below. 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 eligible contractors for the project for 2 years.
- (e) A pre quotation submission meeting will be held on 9 May 2025 (Friday) at 10 AM (Tonga Time), where in the interested bidders who attend the meeting will be explained the procedure of submission of quotation and the details of the documents that are required to be submitted for consideration of the quotation.

Submission and Opening

- (f) Your **Form of Quotation** with the priced **Activity Schedule**, should be submitted manually, by **23 May 2025, 1 PM** with the required documents that should be signed, sealed in an envelope, and addressed to and delivered to the following address:

Employer’s Address :

Finau Fonua
NNUP Project Management Specialist.
Tonga Power Ltd
Matatoa
Taufa’ahau Road
Tofoa, Nuku’alofa
Kingdom of Tonga
Telephone +676 7863225

- (g) Quotations for the lots shall be opened in public in the presence of participating contractors’ representatives who choose to attend, on the same day of submission closed as in paragraph (f) at **01.10 AM** soon of the submission deadline ends and at the following address.

Tonga Power Ltd
Matatoa
Taufa’ahau Road
Tofoa
Nuku’alofa
Kingdom of Tonga

Evaluation and Comparison

- (h) Quotations determined to be substantially responsive to the **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive, if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (i) In evaluating the quotations, the Employer shall 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; and
 - (ii) where is a discrepancy between the total price in the **Priced Activity Schedule** or the quoted amount indicated in the **Form of Quotation**, the total price in the **Priced Activity Schedule** shall govern.

- (iii) Where there is a discrepancy between the unit rate and line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (iv) Since this is a multi-lot quotation, the lowest evaluated responsive bidder will be selected with a combination that is financially most advantageous to the purchaser.

If you refuse to accept the correction and award to the evaluated amount, your quotation will be rejected.

Award of Contract

- (j) The Employer shall award the contract to the contractor whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation. The price advantage to purchaser will be considered in evaluating the price of different lots of technically qualified bidders. i.e. Apart from the lowest in the individual lot, the lowest evaluated bids in a combination of lots will also be considered.
- (k) The contractor whose quotation has been accepted will be notified by the Employer with in the bid validity period of the quotation through the return of a copy of the **Form of Quotation with Acceptance** signed by the authorized representative of the Employer Or a Separate Letter of Award.
- (l) If more than one responsive bidder has the same evaluated price, TPL has the discretion to split the award to the lowest evaluated responsive bidders with the same evaluated value.
- (m) If the Lowest Evaluated rates of 3 RFQs are different, the Employer reserves the right to negotiate with the bidders for an agreement for the rate which is the lowest of the Lowest Evaluated Price of the three RFQs without making it a precondition for award.
- (n) The successful contractor shall sign the **Contract** (attached) governed by the annexed **Contract Terms and Conditions**.

5. Further information can be obtained from:

Name : Finau Fonua
Address : Tonga Power Ltd
Telephone : +676 7863225
Fax : N/A
E-mail : ffonua@tongapower.to

- 6. The Employer intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the Contract resulting from this **Request for Quotation**.
- 7. Under [ADB's Anticorruption Policy](#) (1998, as amended to date), bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the bidder recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations 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. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
- 8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily

suspended, debarred, declared ineligible, or blacklisted by the employer's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

- (a) Name of Institution: _____
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
- (c) Reason for the debarment, ineligibility, or blacklisting: _____

9. You/your firms, joint venture partners', associates', parent company's affiliates or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:²

- (a) Nature of the offense/violation: _____
- (b) Court/Area of jurisdiction: _____
- (c) Resolution (i.e., dismissed; settled; convicted/duration of penalty): _____
- (d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the employer's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

(Employer)

¹ Any such disclosure shall be forwarded by the Employer to ADB.

² Any such disclosure shall be forwarded by the Employer to ADB.

ATTACHMENT 1 - SPECIFICATIONS

General working condition provided by the project team and only Employer can change these conditions:

- i. This Request for Quotation for NNUP Area 5 - is for approximate active household of around one thousand five hundred (1500) and there is an approximated length of total service trenching of 37,500 meters. This is divided into 3 Lots each of around 500 households and an approximate service trenching length of 12,500 per Lot.
- ii. All service trenching must keep to a depth of 600mm (2 fts) and the trenching width of a minimum of 200 mm throughout the whole length
- iii. Contractor is fully responsible for the safety of the contractor's team. Safety is a priority within this industry as well as for the project and the contractor team will follow same procedure.
- iv. Contractor is fully responsible for the team effort, performance, quality and standard of the product.
- v. A Minimum of 8 people with a maximum - Limit of 11 people in the team including the supervisor need to be deployed for each lot. A police record must provide for each member.
- vi. All members must have an identity card and made available during working hours.
- vii. Safety gears must be worn on site by every worker on every working hour.
- viii. Any damages made within the household or on site as a result of the task will be fixed by the contractor at their own cost.
- ix. On site work may encounter rock and concrete breaking.
- x. Contractors must have their own Equipment and tools and will not be transferable between contractors and cannot borrow from households.9
- xi. Paperwork and measurements to be filled in accurately and legible, with accurate measurements of the cable trench lengths.
- xii. Hazards sheets are required to be filled on a daily basis and signed by all members of the working party.
- xiii. Ensure the safety of the public in and around the work site.
- xiv. Respect the owner's property and can only be accessed during agreed working hours.
- xv. Failure to comply with any of the above will result in the contract between TPL and the contractor being terminated immediately.
- xvi. All Labor laws (as applicable in the country) to be followed
- xvii. The Contractor shall submit the Construction Environmental Management Plan (CEMP) for the works, for PMU's review. and clearance. The plan will ensure that the Contractor adopts work methods and equipment in such a way that the construction activities shall have the least possible impact on the environment and the nearby residents. The plan shall align with the Initial Environmental Examination (IEE) of the Project. The IEE can be requested from the PMU. The

Contractor will undertake its operations and monitor the approved CEMP or other instructions issued by the Environmental Specialist of the Project.

- xviii. The Contractor will appoint an Environmental Representative / Officer to be the primary point of contact within his/her organization for all matters relating to environmental management. The Environmental Representative / Officer will have the authority to inspect any area of the approved CEMP. He/she will also be responsible for executing any corrective actions from the Environmental Specialist of the Project as the result of the Monitoring Audit visits. Please include Environmental Representative as one of the required positions.

Position	Total Work Experience (years)	Experience in similar work (years)
Environmental Officer / Representative	5	3

- xix. The Environmental Specialist will regularly inspect works undertaken by the Contractor every month, to check on the implementation of the approved CEMP. A non-compliance notice will be issued to the Contractor if PMU requires action. The Contractor is required to prepare a correcting action plan regarding the non-compliance issue, which is to be implemented by a date agreed with the Environmental Specialist of the Project. Where the Contractor fails to prepare and implement a corrective action plan within the required timeframe, the PMU will arrange to have a third party undertake the works. The cost of such works, plus a 20 percent loading, will be recovered from payments to the Contractor.

ATTACHMENT 2 – PRICE AND ACTIVITY SCHEDULE

No.	Description	Quantity In Meters	Unit rate per meter in TOP	Amount in TOP	Time of Completion in No. of days
1	2	3	4	5 = (3x4)	6
Lot No. 1	Quote for preparing household service trenching of 12,500 meters.	12,500			
	TOTAL				

* Note: While the quote would be for 12,500 meters. payment would be on the basis of measurement of actual work done on the basis of number of meters of trenching.

No.	Description	Quantity In Meters	Unit rate per meter in TOP	Amount in TOP	Time of Completion in No. of days
1	2	3	4	5 = (3x4)	6
Lot No. 2	Quote for preparing household service trenching of 12,500 meters.	12,500			
	TOTAL				

* Note: While the quote would be for 12,500 meters. payment would be on the basis of measurement of actual work done on the basis of number of meters of trenching.

No.	Description	Quantity In Meters	Unit rate per meter in TOP	Amount in TOP	Time of Completion in No. of days
1	2	3	4	5 = (3x4)	6
Lot No. 3	Quote for preparing household service trenching of 12,500 meters.	12,500			
	TOTAL				

The discount offered (if any) and the conditions for discount are as follows:

(i) –

** Note: Please indicate "Nil" if no discount is offered.)*

* Note: While the quote would be for 12,500 meters. payment would be on the basis of measurement of actual work done on the basis of number of meters of trenching executed

Note for quoting: You may quote One Lot or Any two of the three Lots or All three Lots based on your interest and qualifications and availability Labourers, vehicle and equipment.

Note 1: Route of trenching will be decided by the Employer.

Note 2: The whole route will be divided into sections of Folders. Folders will be provided by the Employer one after other to carry out the work. While issuing the folder for a batch of work, the Employer will specify the time of completion of the work of each folder which would vary from 2 weeks to 4 weeks.

Note 3: The contractor will be fined to an extent of 5 % of amount applicable to be paid for a particular folder for any delay of more than 10 working days over the time specified for the folder for the reasons attributable to the contractor. If the delay is more than 10 working days for the reasons attributable to the contractor, the Employer reserves the right to reduce the quantity of trenching allotted to the respective contractor and give the same to the other well-performing contractor through a variation.

ATTACHMENT 3 – DRAWINGS

Photo 1: Nuku'alofa Network Upgrade Project – AREAS



Photo 2: Nuku'alofa Network Upgrade Project – AREA 5





Note: The sections will be allotted by the Employer to the bidder at the discretion of the Employer. The Contractor is bound to execute on what ever section given by the Employer in folders from time to time.

Attachment 4 FORM OF QUOTATION (Works)

_____ [Date]

To: Tonga Power Limited
Matatoa, Taufa'ahau Road
Tofoa, Nuku'alofa
Kingdom of Tonga

We, having examined the **Request for Quotation** and its attached documents, offer to execute the Household service lines trenching within the Nuku'alofa Network Upgrade Project (NNUP) – Area 5 :

For Lot 1: Package No. RFQ P4 – Lot 1 /NNUP05/245 in accordance with the **Contract Terms and Conditions** and the priced **Activity Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words] _____ [amount in numbers] in TOP-____. We propose to complete the Works described in the Contract within a period of _____ days from the Date of Signing of the Contract.

For Lot 2: Package No. RFQ P4 – Lot 2 /NNUP05/245 in accordance with the **Contract Terms and Conditions** and the priced **Activity Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words] _____ [amount in numbers] in TOP-____. We propose to complete the Works described in the Contract within a period of _____ days from the Date of Signing of the Contract

For Lot 3: Package No. RFQ P4 – Lot 3 /NNUP05/245 in accordance with the **Contract Terms and Conditions** and the priced **Activity Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words] _____ [amount in numbers] in TOP-____. We propose to complete the Works described in the Contract within a period of _____ days from the Date of Signing of the Contract

(Note: Should fill the above paragraphs based on the number of Lots quoted)

The discount offered and the conditions of discount are as follows:

1) –

(Note: Please indicate "Nil" if no discount is offered.)

This Quotation and your 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 required by the proposal documents.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Employer; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Contractor : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Phone Number : _____
Fax Number, if any : _____
Email address (optional): _____

ACCEPTANCE

The Employer accepts the Contractor's offer to undertake the Works. Execution of the Works shall commence no later than the Start Date specified in the Contract.

Name of Employer : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Date : _____

CONTRACT

Name of Country: _____

Project Name: _____

Name of Contract: _____

Contract Number _____

Lot No. _____

This Contract is entered into this ___[date]___ day of ___[month],_ [year]___ between ___[name of Employer]___ on the one part (hereinafter called the Employer) and ___[name of Contractor]___ (hereinafter called the Contractor) on the other part.

Whereas the Employer has called for quotations for ___[name and identification number of the contract]___ and the Contractor has submitted a quotation for the above work and the Employer has accepted the Contractor's Quotation dated _____ for the execution and completion of such works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a. Form of Quotation, with Specifications, Activity Schedule and Drawings; and
 - b. Contract Terms and Conditions;
2. Taking into account payments to be made by the Employer to the Contractor as provided herein, the Contractor hereby enters into this **Contract** with the Employer to execute the works fully described in the **Request for Quotation** documents with the scope itemized in the **Activity Schedule**, and in a professional workmanship in accordance with the **Contract Terms and Conditions**, all of which documents constitute integral parts of this **Contract**.
3. The Employer agrees to pay the Contractor, in consideration of the execution and completion of the Works and remedying defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.
4. The **Start Date** of the execution of Works shall be no later than _____.
5. The date of completion of execution of work for this contract is _____.

In witness whereof the parties thereto have caused this Contract to be executed under the laws of _____ (country of Employer) on the date indicated above.

Signature and seal of the Employer:
FOR AND BEHALF OF

Signature and seal of the Contractor:
FOR AND BEHALF OF

Name of Authorized Representative

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: _____ Employer: _____

Contract No. _____

1. Definitions

The words and expressions defined shall have the following meanings assigned to them.

- (a) The **Activity Schedule** is a schedule of the activities comprising the construction of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations.
- (b) The **Start Date** is the latest date when the Contractor shall commence execution of the Works, as specified in the Contract.
- (c) **The Completion Date** is the date of completion of the Works as certified by the Project Manager.
- (d) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works.
- (e) The **Contractor** is the party whose offer to carry out the Works has been accepted by the Employer.
- (f) The **Contract Price** is the accepted contract amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (g) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (h) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects in accordance with Clause 19 [Correction of Defects].
- (i) The **Employer** is the party who employs the Contractor to carry out the Works.
- (j) Force Majeure means an exceptional event or circumstance which: is beyond a Party's control; which such Party could not reasonably have provided against before entering into Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (k) **Party** means the Employer or the Contractor, as the context requires.
- (l) The **Project Manager** is the person appointed by the Employer and notified to the Contractor, who is responsible for supervising the execution of the Works and administering the Contract.
- (m) The **Site** is the area defined by the Employer where the Works are to be executed, and any other place specified in the Contract as forming part of the Site.
- (n) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (o) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, including any Variation.

2. Interpretation

- 2.1 In interpreting these conditions, singular also means plural. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these conditions.
- 2.2 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Contract, including Contract Terms and Conditions and Addendum issued thereof.
 - (b) Accepted Form of Quotation,
 - (c) Specifications,
 - (d) Drawings,
 - (e) Priced Activity Schedules, and
 - (f) any other document required to form part of the Contract.

3. Contract

- 3.1 The Parties shall enter into a Contract within 15 days after the Contractor receives notification of Acceptance (LOA) or any other date mutually agreed but within around 30 days of issue of LOA.

4. Compliance with Laws

- 4.1 The Contractor shall, in performing the Contract, comply with applicable Laws of Kingdom of Tonga

5. Fraud and Corruption

- 5.1 This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Project Manager's Decisions

- 6.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

7. Communications

- 7.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

8. Employer's Risks

- 8.1 From the Start Date until the Completion Date, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

9. Contractor's Risks

- 9.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks, are Contractor's risks.

10. (Optional) Insurance

- 10.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period in the amounts and deductibles stated for the following events, which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Equipment and Materials: _____;
- (b) loss of or damage to property (except the Works, Materials, and Equipment) in connection with the Contract: _____; and
- (c) sickness, disease, personal injury or death of any person employed by the Contractor: _____.

- 10.2 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

11. Contractor to Construct the Works

- 11.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings for which the quotation was offered.

12. Works to Be Completed by the Completion Date

- 12.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Completion Date. If the contractor fails to complete the work of a particular folder within the specified time and if the date of completion is in excess of a grace period of 10 working days for the reasons attributable to the contractor, the contractor will be fined to an extent of 5 % of the payment to be made to the respective folder. If the work delays by more than 10 working days of the specified time while providing the respective folder due to reasons attributable to the contractor, the Employer has right to withdraw the balance work from the contractor and allot the same to other well performing bidder through a variation.

13. Possession of the Site

- 13.1 The Employer shall give possession of all parts of the Site to the Contractor on dates agreed between them while signing the contract which will be signed by both parties and annexed to the contract. There can be stagewise handing over also if agreed between contractor and employer.

14. Access to the Site

- 14.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

15. Safety

- 15.1 The Contractor shall be responsible for the safety of all the activities on the Site.

16. Instructions, Inspections, and Audits

- 16.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.

16.2 The Contractor shall permit ADB to inspect the Contractor's accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by ADB. The Contractor shall maintain all documents and records related to the Contract for a period of 3 years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations and require its employees or agents with knowledge of the Contract to respond to questions from ADB.

17. Program

17.1 Within 10 days after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for his no-objection and reference a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. The activities in the Program shall be consistent with those in the Activity Schedule.

17.2 The Program shall indicate commencement of the Works on the Start Date and proceed without delay to comply with the Completion Date in the Contract.

18. Defects Liability Period

18.1 The works undertaken should be covered by contractor's warranty under the Defects Liability Period of 6 months from the date of completion. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

19. Correction of Defects

19.1 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period.

19.2 Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

20. Uncorrected Defects

20.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount. If Contractor is unable to correct the defect or pay the required amount imposed, the Contractor shall be disqualified from undertaking contracts for the Employer for a period of five years.

21. Contract Price

21.1 The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid.

22. Mobilization Advance Payment

22.1 There will be no advance payment in this contract. Payments will be made on submission of invoices of completed works from time to time.

23. Performance Security Not Applicable

24. Taxes and Duties

24.1 The Contractor is responsible for all taxes, duties, levies, etc. in accordance with the laws of the Kingdom of Tonga.

25. Payment Certificates

- 25.1 The Contractor shall submit to the Project Manager / Employer monthly statements of the value of the work executed along with the joint measures with the Employers representative (designated for the work) less the cumulative amount certified previously.
- 25.2 The value of work executed shall be determined by the Project Manager and certify the amount to be paid to the Contractor.
- 25.3 The value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 25.4 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

26. Payments

- 26.1 Payments shall be adjusted for deductions for advance payments, if any. The Employer shall pay the Contractor the amounts certified by the Project Manager within 14 days of the date of each certificate.

27. Cost of Repairs

- 27.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

28. Notice and Consequences of Force Majeure

- 28.1 If a Party is or will be prevented from performing its obligations under the Contract by Force majeure, it shall give notice to the other Party of the circumstances of Force Majeure within 10 days after the Party becomes aware of them.
- 28.2 The Party shall, having given notice, be excused from performance of obligations for so long as Force Majeure persists. However, each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.
- 28.3 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
- 28.4 If contractor is prevented from performing its obligations due to Force Majeure of which notice has been given, and suffers delay due to such Force Majeure, the contractor shall be entitled to (a) an extension of time if completion will be delayed, and (b) payment of costs, including rectification or replacement of works or goods damaged, when such costs arise from the defined events or circumstances of Force Majeure to the extent they are not indemnified through the insurance policy.

29. Release from Performance

- 29.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance.
 - (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and
 - (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Clause 34 [Payment Upon Termination].

30. Completion

- 30.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

31. Taking Over

31.1 The Employer shall take over the Site and the Works within 7 days of the Project Manager's issuing a certificate of Completion.

32. Final Account

32.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 28 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 28 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

33. Termination

33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

33.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 56 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular defect prior to completion is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Project Manager gives two consecutive Notices to update the Program and accelerate the works, and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;
- (g) the Contractor does not maintain a Performance Security, which is required;
- (h) the Contractor has delayed the completion of the Works by more than 56 days; and
- (i) if the Contractor, in the judgment of the Employer has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing the Contract.

34. Payment upon Termination

34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

35. Resolution of Disputes

35.1 The Employer and the Contractor 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 unresolved dispute between the Employer and the Contractor, the dispute shall be settled in accordance with the provisions of the arbitration law of Kingdom of Tonga.

36. Suspension of ADB Loan or Credit

36.1 In the event that ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made,

- (a) the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received ADB's suspension notice.
- (b) if the Contractor has not received sums due it within the 28 days for payment provided for in Clause 26 [Payments], the Contractor may immediately issue a 14-day termination notice.

Attachment – Format of submission of quotation

Please use this format for Submission of Quotation

Note: All notes given in Italics are for guidance and need to be deleted while submission of quotation

(Note: Please insert Name of the Firm Submitting the Quotation with Address)

**Package Name: Household service lines trenching within
the Nukuálofa Network Upgrade Project (NNUP) – Area 5 –
Lot 1: 12500 Mt. / Lot 2: 12500 Mt. / Lot 3: 12500 Mt.
(as applicable)**

**Package Number: RFQ P4 - Part 1/NNUP05/245 : Lot 1 / Lot 2 / Lot 3
(as applicable)**

Project Name: Nuku'alofa Network Upgrade Project

Submission of Quotation

Date:

(Note: Format of cover letter to be submitted in the Letterhead of the Company)

To,

Finau Fonua
Tonga Power Ltd
E-mail : ffonua@tongapower.to

Subject: Submission of Quotation for Household service lines trenching within the Nuku'alofa Network Upgrade Project (NNUP) – Area 5 – Lot 1 (12500 mt) / Lot 2 (12500 mt) / Lot 3 (as applicable)

Please find attached our quotation for subject work. We are applying for Lot 1 / Lot 2 / Lot 3

(Note: Please retain the appropriate one as applicable)

Following documents are attached to this quotation

1. Form of Quotation (duly signed)
2. Power of Attorney of the signatory to the RFQ.
3. Activity Price Schedule for the works of the subject contract.
4. Details of Previous work Experience with documentary proof.as per paragraph 3 of RFQ)
5. Details of availability of Labour
6. Details of availability of Truck and Diggers. (either through ownership or on rent)
7. Check List duly filled

We would attend the quotation opening at the scheduled time.

We would be happy to provide any further clarifications required in this regard.

Looking forward for working with you on this contract.

(Note: The firm may decide to add any other text as it feels)

Sincerely Yours.

(Note: Signature with Name and Designation of the signatory to the RFQ)

Attachment 1 FORM OF QUOTATION (Works)

_____ [Date]

To: _____ [Employer's Name]

_____ [Employer's Address]

We, having examined the **Request for Quotation** and its attached documents, offer to execute the Household service lines trenching within the Nuku'alofa Network Upgrade Project (NNUP) – Area 5 :

For Lot 1: Package No. RFQ P4 – Lot 1 /NNUP05/245 in accordance with the **Contract Terms and Conditions** and the priced **Activity Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words] _____ [amount in numbers] in TOP-____. We propose to complete the Works described in the Contract within a period of _____ days from the Date of Signing of the Contract.

For Lot 2: Package No. RFQ P4 – Lot 2 /NNUP05/245 in accordance with the **Contract Terms and Conditions** and the priced **Activity Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words] _____ [amount in numbers] in TOP-____. We propose to complete the Works described in the Contract within a period of _____ days from the Date of Signing of the Contract

For Lot 3: Package No. RFQ P4 – Lot 3 /NNUP05/245 in accordance with the **Contract Terms and Conditions** and the priced **Activity Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words] _____ [amount in numbers] in TOP-____. We propose to complete the Works described in the Contract within a period of _____ days from the Date of Signing of the Contract

(Note: Should fill the above paragraphs based on the number of Lots quoted)

The discount offered and the conditions of discount are as follows:

1) –

(Note: Please indicate "Nil" if no discount is offered.)

This Quotation and your 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 required by the proposal documents.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Employer; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Contractor : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Phone Number : _____
Fax Number, if any : _____
Email address (optional): _____

ACCEPTANCE

The Employer accepts the Contractor's offer to undertake the Works. Execution of the Works shall commence no later than the Start Date specified in the Contract.

Name of Employer : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Date : _____

Attachment 2
Power of Attorney

(Note: To be given on a Company Letterhead)

To,

Finau Fonua

Tonga Power Ltd

E-mail : ffonua@tongapower.to

Subject: Power of Attorney, for Submission of Quotation for - Household service lines trenching within the Nuku'alofa Network Upgrade Project (NNUP) – Area 5 .

We hereby authorize Mr./Ms. [REDACTED] (*Note: Please insert name and designation of the official*), to submit the quotation for the contract mentioned in the contract.

He / She will reply to all queries made in regard to this contract.

In the event of the award of the contract, we also authorize Mr./Ms. [REDACTED] to sign the contract.

Signature

Name and Designation of Authority issuing Power of Attorney.

Attachment 3

PRICE AND ACTIVITY SCHEDULE

No.	Description	Quantity In Meters	Unit rate per meter in TOP	Amount in TOP	Time of Completion in No. of days
1	2	3	4	5 = (3x4)	6
Lot No. 1	Quote for preparing household service trenching of 12,500 meters.	12,500			
	TOTAL				

No.	Description	Quantity In Meters	Unit rate per meter in TOP	Amount in TOP	Time of Completion in No. of days
1	2	3	4	5 = (3x4)	6
Lot No. 2	Quote for preparing household service trenching of 12,500 meters.	12,500			
	TOTAL				

No.	Description	Quantity In Meters	Unit rate per meter in TOP	Amount in TOP	Time of Completion in No. of days
1	2	3	4	5 = (3x4)	6
Lot No. 3	Quote for preparing household service trenching of 12,500 meters.	12,500			
	TOTAL				

The discount offered and the conditions for discount are as follows:

(i) –

Note for quoting: You may quote One Lot or Any two of the three Lots or All the three Lots based on your interest and qualifications and availability Labour vehicles and equipment.

Note: If no discounts are offered, please mention as “Nil”.

Attachment 4

(Experience Details)

**Please insert the details of the experience of similar work of
one contract in the last five years**

**(Attach the relevant certification from the employer of the
respective contract)**

To.

Tonga Power Limited

Tonga

We have applied for the following lots:

- 1. -**
- 2. -**
- 3. -**

We undertake that we will be supplying 8 labourers separately for each Lot if awarded the contract for the above lots.

Signature of the authorized person

Name of the contracting firm

Seal of the contracting firm

Attachment 6

Details of Truck Available for Lot 1

No	Details of Vehicle	No available	Please mention Own / Rented
1	Truck		

Details of Truck Available for Lot 2

No	Details of Vehicle	No. available	Please mention Own / Rented
1	Truck		

Details of Truck Available for Lot 3

No	Details of Vehicle	No. available	Please mention Own / Rented
1	Truck		

Note: Please fill the above for the number of Lots Applied for.

Note: You may also attach the photographs of equipment and vehicle

Attachment 7

CHECK LIST FOR SUBMISSION OF QUOTATION

No.	Particulars of Submission of the bidder	Yes / No
1	Items quoted	
1.	Have you quoted for all the items as mentioned in the Activity and Price Schedule? for each lot applied for	
2	Qualification / Eligibility - Work Experience	
2 (a)	Have you enclosed the client certificate of completion of similar work as required in paragraph 3 (a) of the RFQ?	
2 (b)	Is the date of completion of the work mentioned in the client certificate of experience?	
2 (c)	Are you sure that this work is similar to the work this quote is called for?	
2 (d)	Have you submitted the undertaking for mobilizing 8 labour separately for each lot	
2 (e)	Details of the availability of Truck for all the Lots applied for?	
3	Form of Quotation	
	Have you filled the form of Quotation and duly signed?	
4.	Power of Attorney	
	Have you enclosed the Power of Attorney?	
5	Activity and Price Schedule	
	Have you filled in the time of completion in the Activity and Price Schedule for the Lots applied for.	