



**FSMT Cable Corporation**  
P.O Box 2202  
Kolonia Pohnpei FM 96941  
Phone: (691) 320-2602

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## INVITATION TO QUOTE (ITQ) SHOPPING FOR GOODS

Project Title: Digital FSM Project  
Source of Funding (Grant No.): IDA-D5560  
Contract Ref: FM-FSMTCC-414926-GO-RFQ

Date: September 20, 2024

To: VENDOR and address

Dear Supplier,

1. You are invited to submit your price quotation(s) for the supply of the following items:
  - i. Seven (7) 4-wheel drive vehicles; two to be delivered to Yap State, two to Pohnpei State, two to Kosrae State, and one to Chuuk State.

*Information on technical specifications and required quantities are enclosed as Enclosure D.*

2. You must quote for all the items under this Invitation. 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.
3. Your price quotation in the form attached “form of quotation” (*Enclosure C*) may be submitted by hand delivery, surface mail, courier service or mailed electronically at the following address:

Mr Gordon Segal  
CEO  
FSM Telecommunications Cable Corporation  
Ocean View Plaza (East Wing), Suite 15  
Kolonia, Pohnpei 96941  
Federated States of Micronesia  
Telephone: (691) 320-2602  
E-mail address: [management@fsmcable.com](mailto:management@fsmcable.com)

4. The deadline for receipt of your quotation by the Purchaser at the addresses indicated in Paragraph 3 above is October 15th (Pohnpei local time), 2024.

5. Your quotation in duplicate and in the English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in the English language) for each item quoted, including names and addresses of firms providing service facilities in Federated States of Micronesia, if any.

6. Your quotation should be submitted as per the following instructions and in accordance with the attached Contract “form of Contract” (*Enclosure A*). The attached Terms and Conditions of Supply (*Enclosure B*) is an integral part of the Contract.

- (i) PRICES: The prices should be quoted in US Dollars for the total cost (DAP) at final destination to the FSM Cable Offices in Pohnpei, Yap, Kosrae and Chuuk.
- (ii) EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of the total price at final destination in accordance with 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.
- (iii) AWARD OF CONTRACT/PURCHASE ORDER: The award will be made to the bidder offering the lowest evaluated price and that substantially 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.
- (iv) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of forty-five (45) days from the deadline for receipt of quotation(s) indicated in Paragraph 4 of this Invitation to Quote.

7. Further information can be obtained from:

Mr Gordon Segal  
CEO  
FSM Telecommunications Cable Corporation  
Ocean View Plaza (East Wing), Suite 15  
Kolonias, Pohnpei 96941  
Federated States of Micronesia  
Telephone: (691) 320-2602  
E-mail address: [management@fsmcable.com](mailto:management@fsmcable.com)

8. Inspections and Audits

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

8.2 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 5 Fraud and Corruption of the Form of Contract, 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).

9. Please confirm by e-mail the receipt of this invitation and whether or not you will submit the price quotation(s).

Sincerely,

  
Gordon Segal  
CEO

FSM Telecommunications Cable Corporation

Enclosures:

- a) Form of Contract
- b) Terms and Conditions of Supply (part of a)
- c) Form of Quotation
- d) Description and Specifications of Equipment

## ANNEX A: Form Of Contract

**THIS AGREEMENT** number \_\_\_\_\_ made on \_\_ (day) \_\_, \_\_ (month) \_\_, \_\_ (year) \_\_ between \_\_\_\_\_ (hereinafter called “the Purchaser”) on the one part and \_\_\_\_\_ (hereinafter called “the Supplier”) on the other part.

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

NOW THIS AGREEMENT WITNESSES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a) Invitation to Quote; Terms and Conditions of Supply, Technical Specification;
  - 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 in accordance with 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 supply of the Goods and acceptance of the Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.
4. Termination
  - 4.1 Termination for Default
    - a) The Purchaser, without prejudice to any other remedy for breach of the Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
      - i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted; or
      - ii. if the Supplier fails to perform any other obligation under the Contract; or
      - iii. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract.
    - b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related

Services similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 4.2 Termination for Insolvency.

- a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

#### 4.3 Termination for Convenience.

- a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier

### 5. 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 Bank's sanctions procedures – see Clause 1.16 of the World Bank Procurement Guidelines at:<http://pubdocs.worldbank.org/en/492221459454433323/Procurement-GuidelinesEnglishJuly12014.pdf>), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4.1.

### 6. Inspections and Audits

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

The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, 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 5 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).

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

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

\_\_\_\_\_  
Gordon Segal  
CEO  
FSM Telecommunications Cable  
Corporation

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

## **ANNEX B: Terms And Conditions Of Supply (Shopping-Goods)**

Project Title: Digital FSM Project  
Source of Funding (Grant No.): IDA-D5560  
Contract Ref: FM-FSMTCC-414926-GO-RFQ

### 1. Prices and Schedules for Supply

<b>Item No</b>	<b>Description of Goods</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price at final destinations (DAP)</b>	<b>Delivery Date</b>
<u>1</u>	<u>4WD pickup truck</u>	<u>7</u>			<u>Before November 15 2024</u>
	<b>TOTAL</b>	<u>7</u>			

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

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. 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.
4. Delivery Schedule: The delivery should be completed as per above schedule but not to exceeding December 2024.
5. Insurance: The supplier is responsible for all kinds of insurance until the goods are delivered to the final destination and the Purchaser will not assume any responsibility until goods are delivered.
6. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Federated States of Micronesia
7. 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 country procedures of the Purchasers country. The dispute shall be referred to jurisdiction at the Courts of Pohnpei, Federated States of Micronesia.
8. Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable, fax or Email the full details of shipment, including purchase

order number, description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (ii) Duplicate air/ truck transport document and/ or duplicate of railway transport document, and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked «freight prepaid»;
- (iii) Copies of the packing list identifying contents of each package;
- (iv) Manufacturer's or supplier's warranty certificate;
- (v) Certificate of origin;
- (vi) Certificate of quality.

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

9. Payment for your invoice will be made as follows:

As Goods are supplied from abroad specifically for this Contract, 100% of the Accepted Contract Amount shall be paid within thirty (30) days after the date of the Acceptance Certificate for the respective delivery issued by the Purchaser. Acceptance shall not be longer than 30 days from receipt of goods. Payment will be made into the following bank account of the Supplier:

Beneficiary's Bank Information *(Supplier to Complete)*:

Beneficiary Bank name:

Swift # or wire transfer details:

Bank Address:

Beneficiary's Name and Account Information *(Supplier to Complete)*:

Account Name:

Address:

Account number:

Wire Transfer details (ABA/Swift code, etc):

Reference: (sample-contract#..)

10. Warranty: Goods offered should be covered by manufacturer's warranty for at least 24 months from the date of delivery to the Purchaser and 30,000km minimum warranty on Parts and Labor. Please specify warranty period and terms in detail.

11. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.



12. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 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:

Address \_\_\_\_\_  
\_\_\_\_\_ *[to be completed by the Bidder]*

13. Force-Majeure: The Supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, “Force-Majeure” means any events beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but not restricted to, act of the 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 the Force-Majeure event.

14. Required Technical Specifications

See Description and Specification attached

Supplier confirms compliance with above specifications

15. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 21 day notice given by the Purchaser, without incurring any liability to the Supplier.

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

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

Place:

Date:

**ANNEX C: Form Of Quotation**

\_\_\_\_\_ (Date)

TO: Mr Gordon Segal  
CEO  
FSM Telecommunications Cable Corporation  
Ocean View Plaza (East Wing), Suite 15  
Kolonia, Pohnpei, 96941  
Federated States of Micronesia  
Telephone: (691) 320-2602  
E-mail address: [management@fsmcable.com](mailto:management@fsmcable.com)

We offer to execute the supply of 7 (Seven) 4WD double cab pickup truck under Contract No. **FM-FSMTCC-414926-GO-RFQ** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_ (*amount in words and numbers*) (\_\_\_\_\_) (*name of currency, USD*). We propose to complete the delivery of Goods described in the Contract within a period of \_\_\_\_\_ calendar days from the Date of Signing of the Contract.

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 proposal documents.

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

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

Phone Number \_\_\_\_\_  
Fax Number, if any \_\_\_\_\_  
Email address: \_\_\_\_\_

**ANNEX D: Description and Specifications of Goods**

FM-FSMTCC-414926-GO-RFQ

**MINIMUM Specifications:**

	<b>GOODS</b>	<b><i>Quantity</i></b>	<b><i>Description/Minimum Specifications</i></b>
1	PICK-UP TRUCKS	Seven (7)  2 delivered to Yap, 2 to Pohnpei, 2 to Kosrae, 1 to Chuuk	<ul style="list-style-type: none"><li>• Brand New</li><li>• Double Cab pickup truck</li><li>• 4-wheel drive</li><li>• Automatic transmission</li><li>• Engine power minimum 250 hp</li><li>• 2 years/30,000km minimum warranty on Parts and Labor</li><li>• All-terrain tires</li><li>• Tow rating &gt; 6000 lbs, with class IV hitch</li><li>• White preferred</li></ul>