REQUEST FOR QUOTATION: GOODS

SUPPLY AND DELIVERY OF NUMBER PLATES FOR PRIVATE VEHICLES

TABLE OF CONTENTS:

PART 1:	**INSTRUCTIONS TO BIDDERS**
PART 2:	**LETTER OF AWARD**
PART3:	**REQUEST FOR QUOTATION**
PART 4:	**GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITION OF CONTRACT**
PART 5:	**SPECIFICATIONS OF ITEMS OR DESCRIPTION OF GOODS**

PART 1: Instructions to Bidders

1. Scope

(a) The Purchaser is the Government of the Independent State of Samoa, represented by its **Ministry of Police, Prisons and Corrections.**

(b) This Request for Quotation applies to the purchase of Goods of a minor, simple nature.

2.Bidder Eligibility - The Bidder must:

(a) be a bona fide business units known by the Purchaser to be suitably qualified, experienced and financially resourced, and must:
   (i) provide an authenticated copy of its currently valid Business License;
   (ii) provide an authenticated copy of its VAGST Certificate from the Ministry of revenue Samoa; and
   (iii) provide a notarized power of attorney authorizing the signatory of the Quotation to represent the Bidder, sign the Quotation and accept a Purchase Order.

(b) Notwithstanding that requirements (i), (ii) & (iii) may be waived if previously submitted documents are valid for the specified delivery period.

(c) The Purchaser reserves all rights to reject any or all quotations submitted and ask all potential bidders to re-submit quotations.

3.Bidder Qualification- A bidder or contracting firm must provide:

(a) Description of items or services related to those items, of similar nature & value with the items or services the subject matter of this RfQ, that the Bidder satisfactorily completed within the last two years – these items or services must have an annual average value of SAT$25,000.00 or more.

(b) Details of all contracts for works, services or goods currently in progress.

(c) A bank statement in the name of the contracting firm for the immediately past three months.

(d) References& contract details of past and present clients who can attest to good character and reliability.

(e) Detailed delivery program that details how the Bidder will provide the service within the timeframe of the services presently the subject matter of this RfQ.

4.Responding to the Request for Quotation

(a) In responding:
   (i) The Bidder shall verify and take care to comprehend the description and specification of all items.
   (ii) The Bidder shall enter unit prices, extended prices and total price on the Request for Quotation form.
   (iii) The Bidder shall verify its agreement with stated provisions for quotation validity, delivery period, warranty period, manufacturer's authorization & performance security. All variations from stated conditions shall be explained in a covering letter.
   (iv) The Bidder is responsible for providing a complete and correct quotation. An incomplete quotation may be grounds to reject any quotation submitted.

5.Quotation Price :

(a) All prices shall be quoted in Samoan Tala.

(b) Prices shall be fixed for the duration of the specified period for delivery.

(c) Unless otherwise stated, the quotation shall be for the full quantity stated on the Request for Quotation.

(d) Quoted prices for goods supplied from within Samoa shall be quoted ex-works (EXW) plus local delivery charges to named place of delivery.

(e) Quoted prices for goods supplied from abroad shall include all insurances, duties, sales taxes & other taxes, plus local delivery charges to named place of delivery, with delivery terms CIP.

6.Bid Security

(a) A Bid Security is not required.

(b) The Bid shall be valid for the period identified in the Request for Quotation.

(c) A Bidder who, without good cause, withdraws during the period of quotation validity, or does not accept corrections of errors, or fails to accept the Purchase Order if offered or fails to produce the Performance Security (if required) will be excluded from participating in Request for Quotation process for one year.

7.Quotation Submission

(a) Bidders shall submit only one quotation.

(b) Quotations shall be submitted to the procuring entity address stated on the Request for Quotation, no later than the specified time & date and in pursuant to

section C.5.1 (a) or (b) of the Procurement Operating Manual 2020 or bidders may submit their quotation electronically, via the Government of Samoa e-Tendering Portal (https://portal.tenderlink.com/mof_samoa/).

(c) Late quotation will not be considered and shall be returned to the Bidder unopened.

8.Quotation Opening

(a) The opening of quotations will be undertaken by officers of the Purchaser & representatives of the concerned ministry or corporation.

(b) The opening of the quotation shall be opened to Bidders, who/m submitted their Bids; and interested members of the public to attend.

(c) The results of the quotation evaluation shall be available on request, denoting only the successful Bidder.

9.Quotation Evaluation & Contract Award

(a) Quotations shall be evaluated to establish substantial responsiveness to eligibility & qualification requirements, specified technical schedules, commercial conditions and this ITB.

(b) The bidder found to be substantially responsive after the evaluation shall be awarded the contract. That Bidder then becomes the Successful Bidder.

(c) After arithmetical checking and correction, the quotation of the Bidder(s) found to be substantially responsive shall be evaluated for lowest price, which shall be the basis of award.

(d) Award notification shall be effected by the Purchaser issuing the Letter of Award (see Part 2) to the most substantially responsive bidder.

(e) Once the letter of Award is signed by both parties the:

i. Request for Quotation at Part 3; and
ii. The General and Special Conditions at Part 4; and
iii. Specification of Items or Description of Goods at Part 5;

Shall be the terms and conditions which will govern the implementation of the Service. The Purchaser shall be termed the 'Purchaser' and the most substantially responsive bidder shall be termed the 'Supplier'.

(f) Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations, or to cancel the quotation process at any time prior to the award.

(g) The unsuccessful Bidder may, within 10 days of the announcement of the award, request reasons why it/they were not successful, but cannot request reasons why other Bidders were not successful.

10. Performance Security

(a) If a Performance Security is required, the Purchaser shall issue a Letter of Acceptance which shall serve as notification of award.

(b) The Bidder shall provide a Performance Security within seven (7) days of the letter of award, in the amount specified in the Request for Quotations.

11. Insurance

(a) The basis of the agreement between the Purchaser and the Bidder will be delivery and acceptance at the named place for delivery. The Bidder will bear all risks for transportation between point of dispatch and point of delivery.

(b) Accordingly the Bidder shall arrange appropriate insurance cover.

12. Packaging & Delivery

(a) The Bidder shall ensure that all goods are appropriately packaged to avoid physical damage, breakage or corrosion.

(b) Delivery shall be made to the specified place of delivery within the specified delivery period.

13. Payment: The Purchaser shall make payment to the Bidder within 30 days of delivery of goods.

14. Inspection of Goods/Products

The Purchaser may request to view the items of Goods/Products during the evaluation of the Bidders bid to deliver goods.

15. Warranty

The Bidder must provide a warranty for all goods/item to be provided, for the period set out in RfQ (see Part 3).

16. Corrupt & Fraudulent Practices

The Purchaser requires that Bidders observe the highest standards of ethics during the

procurement and execution of Government of Samoa contracts, to the extent that corrupt, fraudulent, collusive and coercive practices and conflict of interest occurring in quotation, delivery & completion processes may result in disqualification, termination of purchase order and penal sanctions.

Eligibility/ Qualifications Compliance

No.	Complies? tick	No.	Complies? tick
2a(i)		3d	
2a(iii)		3e	
3a		4a(ii)	
3b		5b	
3c		15	

Annex I to Part 1. Instruction to Bidders
Procedure for Electronic Submission of Quotations

1. The quotation shall be electronically submitted via the Government of Samoa's e-Tendering Portal only. The Bidder shall use this, and only this, link to submit its electronic quotation.

2. The Portal shall automatically expire on the submission deadline, specified in the relevant Invitation to Bid. No extension shall be provided after the expiry date of the tender.

3. At the submission deadline, and not before, Tender Link will forward to the Portal's Administrator access to the tender box electronic keys to open proposals.

4. To ensure the integrity and compliance with Part 1 (Instructions to Bidders), the Opening of the Tender Box can only be actioned by the Ministry of Finance's designated Administrator. For security purposes, all openings are dated and time stamped, ensuring compliance of their opening with Clause 8 of this Instructions to Bidders.

PART 2: LETTER OF AWARD

insert Purchaser's letterhead

insert date

insert the address of the Supplier

LETTER OF AWARD: Supply and Delivery of Number Plates for Private Vehicles
RfQ: RFQ 01-2021/2022

1. The Government of Samoa (the 'Purchaser') issued the above request for quotation on insert date for the above Goods. The deadline for the request for quotation closed on insert date. Your company (the 'Supplier'), as insert description of the Supplier submitted a quotation on insert date. The evaluation of the said quotation took place on insert date.

2. We wish to inform that your quotation has been successful. The Purchaser is desirous for you, the Supplier, to deliver the Goods in accordance with the:

   (a) The Request for Quotation, RfQ Ref 01-2021/2022 (the 'RfQ') inclusive of Instructions to Bidders;
   (b) General Conditions of Contract attached to the RfQ;
   (c) Special Conditions of Contract attached to the RfQ;
   (d) Specification of items or Description of Goods at Part 5.

3. The Purchaser, acting by and through the ***Commissioner*** of the ***Ministry of Police, Prisons and Corrections*** now signs this letter to confirm that it accepts the RfQ by the Supplier. Please sign and date the space indicated as confirmation of your acceptance to deliver the Goods in accordance with documents canvassed in paragraph 2 of this letter.

SIGNED AND EXECUTED by the **)**
Insert CEO of procuring Entity **)** .....
In the presence of: **)**

……..……
(Witness)

…….
(Name & Designation)

AFFIXED HERETO is the **COMMON** **)**
SEALof insert name of Supplier **)** ……
(Director)

In the presence of:

……..
(Director/Secretary)

PART3: REQUEST FOR QUOTATION

GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

Employer Name:	Ministry of Police, Prisons and Corrections
Address:	Main Headquarters, Tauese
Contact Details:	+685 22222 or +685 20484

REQUEST FOR QUOTATION: Minor Goods

RFQ NAME.	Supply and Delivery of Number Plates for Private Vehicles		**RFQ No.**	RFQ 01-2021/2022
TO	**SUPPLIER NAME**	enter registered trading name		
	CONTACT PERSON	enter name of sales representative/ manager; mobile phone & landline no.		
	OFFICE ADDRESS	enter street/ road name and township name		

Please provide your quotation for the following GOODS by 14 June 2021 @ 11am.

Quotation Validity	**Ninety (90) days**			**RFQ APPROVAL**	**TY11B APPROVAL**	
Required Delivery Period	**Thirty (30) days**					
Required Delivery Date	**Thirty (30) days after receipt of Letter of Award**					
Delivery to	**MPPC Vehicle Registration and Drivers Licensing Section - Vaitele**			*Initial*	*initial/ date*	
Delivery Terms	**EXW**		**CIP**	enter approving office name		
Required Warranty Period	**Twelve (12) days**			enter approving officer title		
Manufacturers Authorization	**is not required**			*Date*		
Performance Security	**Five (5) Percent total quoted price**			**Bank Guarantee**		

No.	**Description**	**Qty**	**Unit**	**Unit Price**	**Extended Price**
	Refer to PART 5 FOR THE TECHNICAL SPECIFICATIONS				
ATTACH SHEET FOR ADDITIONAL ITEMS				**TOTAL**	

We certify that we comply with eligibility & National Ownership requirements of Instructions to Suppliers clauses 2a to 2c.(overleaf). If our offer is accepted, we undertake (a) to deliver goods & services in accordance with our offer above, (b) to provide the Performance Security in the prescribed form, amount & time (c) to abide by this quotation for the Validity Period stated above.	**Supplier's Authorized Officer** *Sign, Stamp where applicable*
COUNTRY (S) OF ORIGIN	**Date**

IF AVAILABLE, PLEASE ATTACH MANUFACTURER'S BROCHURE & SPECIFICATION SHEETS

PART 4: GENERAL CONDITIONS OF CONTRACT: MINOR GOODS

1 APPLICATION CONTEXT: These Conditions apply only for use within the Independent State of Samoa for contracts awarded through request for Quotation processes for procurement of Goods within section C.2.2.6 of the Procurement Operating Manual 2020.

2 NAMES OF PARTIES: relative to the categories name in RfQ (see Part 3) above, the Purchaser will also be named the 'Purchaser'.

3 CONTRACT DOCUMENTS: Subject to the order of precedence set forth in clause 4 of these GCC, all documents forming the Contract (and all of its parts) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

4 ENTIRE AGREEMENT: The Contract constitutes the entire Agreement between the Purchaser and the Supplier and includes the following documents which replaces all communications, negotiations and agreements (whether written or oral):

   a. The Request for Quotation, RfQ Ref No. 01-2021/2022 (the 'RfQ') inclusive of Instructions to Suppliers;
   b. these General Conditions of Contract;
   c. Special Conditions of Contract;
   d. Specifications of Items or Description of Goods.

5 CONTRACT PERIOD: This Contract shall commence on the date specified in the SCC and shall be for a period as identified in the SCC (the 'Completion Period') and shall be completed by the Completion Date identified in the SCC.

6 CONTRACT PRICE: The Purchaser shall ONLY pay to the Supplier the Contract Price set out in the SCC. The Supplier shall provide the Purchaser or the Purchaser's Representative with a Claims for Payment which shall:

   a. state the amount of the contract price received to date each head of costs;
   b. the amount of the Claim for Payment including the Head of Cost under which it is claimed;
   c. detail the goods delivered since the previous claim for Payments including the materials used;
   d. report on the progress of the good delivered.

   The Purchaser's Representative shall issue a Progress Payment Certificate once he/she is satisfied that the Claim for Payment is bona fide. The Purchaser must pay the amount in the Claims for Payment 14 days from when he/she is satisfied with the Claim for Payments.

7 PURCHASER'S REPRESENTATIVE: The Purchaser's Representative shall be an Employee of the Purchaser responsible for liaising with the Supplier and general administration and supervision of the Services. The Purchaser's Representative is set out in the SCC.

8 AMENDMENT: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to this Contract and is signed by a duly authorized representative of each of the Parties to the Contract.

9 LANGUAGE: The applicable language of the Contract is English.

10 LAW: The applicable law of the Contract is the law of the Independent State of Samoa.

11 INTERPRETATION: If the context requires it, singular means plural and vice versa. The reference to one gender shall mean the other gender. All monetary references shall be to Samoan Tala unless otherwise stated.

12 COMMUNICATIONS/NOTICES:
Communications between parties to the Contract shall be effective only when communicated or delivered in written form with proof of receipt, to the address specified in the SCC.

13 COPYRIGHT: Both parties shall observe requirements of the Samoa Copyright Act 1998 and international conventions concerning material produced by third parties.

14 DOCUMENT OWNERSHIP: Unless otherwise provided in Contract schedules and as applicable to Contract category, all plans, specifications, designs, reports, other documents and software prepared by the Supplier shall become and remain the property of the Purchaser, without encumbrances of ownership by other parties. The Purchaser shall establish proof of ownership of existing materials provided to the Supplier for contract performance and the Supplier shall establish the right to use and reproduce any materials produced by third parties to be used in contract performance.

15 CONFIDENTIALITY: The Parties shall keep confidential and shall not divulge to any third party any documents, data or other information furnished directly or indirectly in regard to the Contract, without written consent of the other Party.

16 CONFLICT OF INTEREST: The Supplier shall not have a conflict of interest. The Supplier warrants that to the best of its knowledge and after making diligent inquiry, at the date of signing the contract, does not have a conflict with the interests of the Purchaser or is likely to arise in the performance of the goods to be delivered. If during the performance of the Service a conflict of interest arises or appears likely to arise, the Supplier agrees to:

(a) Immediately notify the Purchaser in writing;
(b) make full disclosure of all relevant information relating to the conflict; and
(c) Take such steps as the Purchaser may reasonable require to resolve or otherwise deal with the conflict.

17 CURRENCY OF PAYMENT: The currency for payment shall be in Samoan Tala.

18 PRICE ADJUSTMENT: Price adjustment for changes in economic conditions shall not apply to any contract resulting from RFQ processes.

19 TAXES AND DUTIES: The Supplier is liable for all taxes and duties, in accordance with the particular application context and the laws of the Independent State of Samoa.

20 ACCOUNTING, INSPECTION & AUDIT: The Supplier shall permit and also require its sub-suppliers and consultants to permit, the Government and/or its authorized appointees to inspect the Supplier's office and all accounts and records relating to contract performance and/or tender submission and to have such accounts and records audited by the Government's appointed auditors. Moreover, acts by the Supplier to materially impede inspections and audits are a prohibited practice subject to termination and declaration of ineligibility.

21 LIMITATION OF LIABILITY: Except for its negligence or misconduct in performing the Contract and its related obligation to pay liquidated damages, the Supplier will not be liable to the Purchaser for any form of consequential loss or damage, loss of use, loss of production or loss of profits plus interest cost. The total liability of the Supplier under the Contract or civil law shall not exceed one hundred and fifty percent of the Contract Price, except that this shall not apply to costs of rectifying defective equipment, works or other deliverables.

22 SUSPENSION: The Purchaser may, with written notice of the nature of default, suspend all payments to the Supplier if the Supplier fails to perform particular requirements of the Contract and shall require the Supplier to remedy the default within thirty (30) days of Supplier receiving the suspension notice.

23 TERMINATION: Where a party defaults on any of its obligations under this Contract, the other party may give notice requiring that the failure be remedied within fourteen (14) days and if not remedied within that time, may terminate the Contract immediately.

The Purchaser may terminate the contract if any of the events set out in the SCC occurs.

24 FORCE MAJEURE: If, because of the result of an event of Force Majeure causing delay and the Supplier is unable to perform its Contract obligations, it shall not be liable for its Performance Security forfeiture, liquidated damages or termination for default. The Supplier shall notify the Purchaser in writing of such condition, its cause and the nature of the delay or its inability to perform its Contract obligations as soon as practicable.

25 LIQUIDATED DAMAGES: Unless the Completion Date is extended in accordance with clause 8, the Supplier shall pay damages to the Purchaser at a rate per day stated in the SCC for each day that the Completion Date is later than the intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Payments under this provision shall not affect the Suppliers Liability. The Purchaser may deduct liquidated damages from payments due to the Supplier.

26 GOOD FAITH: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the contract's objectives, operate fairly together without detriment to each other and exercise their best efforts to agree on actions which may be needed to remove causes of unfairness.

27 AMICABLE SETTLEMENT: Either Party with an unresolved issue concerning actions or inaction of the other Party may seek resolution through an independent third party empowered to enable resolution.

28 DISPUTE SETTLEMENT: Any dispute arising out of the Contract which cannot be settled amicably according to Clause 27 shall be settled in accordance with the provisions of the Arbitration Act 1976 of Samoa and best international practice.

29 INDEMNITY: The Supplier shall, at all times indemnify, hold harmless and defend the Purchaser, its officers, employees and agents

from and against any loss or liability reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand action or proceeding by any person against any of those indemnified where such loss or liability was caused by any willful, unlawful or negligent act or omission of the Supplier, its employees, agents or Sub-Suppliers in connection with the Contract.

30 PASSING OF PROPERTY: Property in, and risk of loss of or damage to the Product shall pass to the Supplier upon delivery of the Produce to the headquarters of the Purchaser, with its address set out at the SCC, Apia, Sāmoa. The Purchaser shall, upon delivery, provide the Supplier with an acknowledgement in writing of receipt of the Products/Goods, thereby passing the property in, and risk of loss or damage to, the Product/Goods to the Purchaser.

31 COMPLIANCE WITH POLICIES AND PROCEDURES: The Supplier must, when using the Purchaser's Premises or facilities, comply with all reasonable directions of the Purchaser and all procedures and policies of the Purchasers including those relating to occupational health (including no smoking), safety and security in effect a those premises or in regard to those facilities, as notified by the Purchaser or as might reasonably be inferred from the use to which the Premises or facilities are being put.

32 INSPECTION, REJECTION AND ACCEPTANCE: GOOD/PRODUCTS:

(a) The Purchaser or its Representative may, prior to the supply of the Goods/Products by the Supplier to the Purchaser and with reasonable notice to the Supplier, inspect any and all products that are to be supplied by the Supplier.
(b) The Purchaser or its Representative may reject any or all products to be supplied by the Supplier if found not be in accordance with the Contract.
(c) The Purchaser shall not be liable to pay for rejection or inspection of the Products/Goods or its associated materials or equipment.

33 INSPECTION, REJECTION AND ACCEPTANCE: GOOD/PRODUCTS

(a) The Supplier shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of the tender of the Service and the Contract Price and acknowledges that it has inspected the Premises and its conditions before it agreed to supply the Services.
(b) The Purchaser can inspect the progress of the Services and the Supplier will grant the Purchaser or its representative access to the Premises where the Services are being performed. If there is defect or the Purchaser is dissatisfied with the services, it may by written notice require the Supplier make good any defects arising from good workmanship at no cost to the Purchaser.

34 INSURANCE: The Supplier will be responsible for taking out any appropriate insurance coverage during the duration of the Contract.

35 ASSIGNMENT: The Supplier shall not assign this Contract or sub-contract any portion of it without the Purchaser's prior written consent.

36 WAIVER: If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights. A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right. In this clause, "rights" means rights or remedies provided by this Contract or at law.

37 WARRANT ON GOODS/PRODUCTS: The warranty period for the Goods/Products, its associated materials and equipment shall be the period set out in the RfQ from delivery and its installation, whichever is sooner. If the Purchaser gives notice of any defect or omission discovered in any of the Goods/Products during the warranty period, the Contractor must correct that defect or omission without delay and at no cost to the Purchaser. The Supplier must meet all costs of, and incidental to, the discharge of its warranty obligations, including but not limited to any packing, freight, and disassembly and reassembly costs.

PART 4: SPECIAL CONDITIONS OF CONTRACT: MINOR GOODS

GCC	Details
Clause 5	Commencement date: insert date Completion Period: insert period Completion Date: insert date
Clause 6	The Contract Price shall be an amount not exceeding insert amount (incl. all taxes)
Clause 7	Purchaser's Representative shall be: insert full name of Purchaser's Representative, details and designation within the Purchaser
Clause 12	For communications to the: (a) Purchaser It must be delivered to the following address: ***Ministry of Police, Prisons & Corrections*** ***Main Headquarter, Tauese, APIA*** ***Telephone +685 22222 or +685 20848*** (b) Supplier It must be delivered to the following address: insert address
Clause 23	(a) The Supplier stops the work for 14 days when no stoppage of the work is shown on the current Program. (b) The Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (c) The Supplier does not maintain a Security, which is required; (d) The Supplier has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid i.e. 0.5% of the contract price per day. The total amount must not exceed 15% of the Contract Price)
Clause 25	Rate per day: 0.5% Maximum amount: 15% of the Contract Price

PART 5: SPECIFICATION OF ITEMS OR DESCRIPTION OF GOODS

The specifications for Private Vehicles Number Plates include:

- Size: 372mm 134mm & 1.2mm thick
- Make: Aluminum with reflective white background
- Embossed and foiled Black characters & Samoan Flag with the word “SAMOA”
- Plates from Number: 40501 to 43500 (3000 pairs)

For ease of reference, the sample is provided below:



