



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA
Ministry of Natural Resources and Environment

PROCUREMENT OF GOODS
REQUEST FOR QUOTATIONS

Reference No. VUGPP/2009/02



Ministry of Natural Resources & Environment

Private Bag, Apia, Samoa
Website: www.mnre.gov.ws

Email: info@mnre.gov.ws
Fax: (685) 23 176

Please address all correspondence to the
Chief Executive Officer
Telephone: (685) 23 800

Dear Sir/Madam,

REQUEST FOR QUOTATIONS FOR SUPPLY OF MAPINFO PROFESSIONAL SOFTWARE, VERSION 9.5 LICENSES FOR THE MINISTRY OF NATURAL RESOURCES AND ENVIRONMENT

1. You are invited to submit your most competitive quotation for the following goods:-

Description	Quantity
MapInfo Professional Software, version 9.5 licenses	6

2. The Ministry of Natural Resources and Environment, hereinafter the Procuring Entity, intends to apply funds from the Vaitele Urban Governance Pilot Project to eligible payments under the contract for which this invitation for quotations is issued.

3. Bid Price

- The contract shall be for the full quantity as described above. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- Prices for Goods supplied from within the country (including previous imported items) shall be quoted **CIP Place of Destination** (according to latest Incoterms) including all duties and sale and other taxes already paid or payable on the raw materials and components.
- Prices for Goods supplied from abroad and delivered to the Purchaser at the designated address shall be quoted CIP including all duties and sale of other taxes already paid or payable on the raw materials and components.
- The prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- The Prices may be quoted in Samoan Tala.

4. Each bidder shall submit only one quotation. The quotation, in original and three copies, shall be submitted in writing in a sealed envelope at the address of the Procuring Entity not later than the deadline for submission of offers. Late offers shall be rejected.

5. Validity of Quotation

Quotation shall remain valid for a period not less than 30 days after the deadline date specified for submission.

6. Evaluation of Quotations

The Procuring Entity will evaluate and compare the quotations to determine if they are substantially responsive:

- are properly signed; and

(b) conform to the terms and conditions, and to the technical specifications.

The Quotation would be evaluated for all the items together. Partial offers will be rejected.

7. Award of contract

The Procuring Entity will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated price.

7.1 Notwithstanding the above, the Procuring Entity reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

7.2 The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the purchase order.

8. Payment shall be made within 30 days after delivery of the goods.

9. Normal commercial warranty/ guarantee shall be applicable to the supplied goods.

10. You are requested to provide your offer the latest by **Friday 12 March 2010, at 2.00pm.**

11. We look forward to receiving your quotations and thank you for your interest in this project.

Please address all quotations to:

Chief Executive Officer
Ministry of Natural Resources and Environment
Level 3, Development Bank Building
Beach Road, Savalalo,
Private Bag, Apia Samoa.

Attn: Ofeira Faasau
Principal Sustainable Development (PUMA)

The address for requesting clarifications is:

Ms. Ofeira Victoria Faasau
Acting Assistant Chief Executive Officer
Ministry of Natural Resources and Environment
Level 5, Development Bank Building
Beach Road, Savalalo,
Private Bag, Apia Samoa.
Tel. No.:(685) 23800
Fax No.: (685) 23176
Email Address: ofeira.faasau@mnre.gov.ws

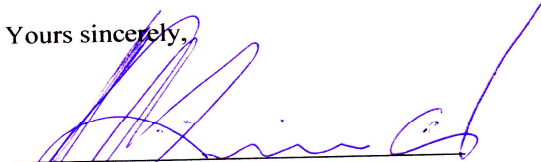
The following documents are attached to this Letter of Invitation:

- I. Format of Quotation
- II. Contract for Goods
Annex 1: Conditions of Contract

Annex 2: Technical Specifications for Supply and Installation of Goods
Annex 3: Schedule of Requirements
Annex 4: Priced Schedule of Requirements

These documentations are also available from the following web site: www.mmre.gov.ws

Yours sincerely,



Mulipola A. Titimaea
Acting CEO, Ministry of Natural Resources and Environment

FORMAT OF QUOTATION

To: Chief Executive Officer
Ministry of Natural Resources and Environment
Private Bag, Apia
Samoa

Dear Sir,

Having examined the Request for Quotations No.VUGPP/2009/02 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver MapInfo Professional Softwares version 9.5 licenses in conformity with the said Request for Quotations for the sum of _____ [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our offer is accepted, to deliver the goods in accordance with the delivery schedule specified in the Request for Quotations.

We agree to abide for the offer Validity Period in conformity with said Request for Quotation and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this offer, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Quantity	Description	Unit Price	Total Price
6	MapInfo Professional Software, version 9.5 licenses		

We agree to supply the above goods in accordance with the technical specifications for a within the period specified in the Request for Quotations.

We also confirm that the normal commercial warrantee/guarantee of 12 months shall apply to the offered goods.

Signature of Supplier

Dated this _____ day of _____ 20_____.

Signature

In the capacity of

Duly authorized to sign this offer for and on behalf of _____ [insert name of Bidder]

CONTRACT

Contract no.

THIS AGREEMENT made the _____ day of _____, _____ between the Ministry of Natural Resources and Environment of the Independent State of Samoa (hereinafter "the Purchaser") of the one part and *(insert name and address of Supplier)* (hereinafter "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary Services should be provided by the Supplier, viz., supply of MapInfo Professional Software, version 9.5 licenses, and has accepted a quotation by the Supplier for the supply of those Goods in the sum of *(insert amount of contract)* (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Conditions of Contract (Annex 1);
 - (b) Technical Specifications (Annex 2);
 - (c) The Priced Schedule of Requirements (Annex 3);
 - (d) The complete offer submitted by the Supplier.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

For the Purchaser
Signed, Sealed and Delivered by

For the Supplier
Signed, Sealed and Delivered by

.....
Taulealeausumai Laavasa Malua
Chief Executive Officer

.....
(insert Name of Representative of Supplier)
(insert Position in the firm)

Annex 1

CONDITIONS OF CONTRACT

1. Definitions

“The Purchaser” is the Ministry of Natural Resources and Environment of the Independent State of Samoa

“The Supplier” is means ____ (*insert name and address of Supplier*)

“The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all annexes thereto.

“The Goods” means Supply of MapInfo Professional Softwares, versions 9.5 licenses.

“Services” means services ancillary to the Goods *including installation, training, maintenance, etc.*

“CC” means Conditions of Contract.

2. Origin

All Goods supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the Government of the Independent State of Samoa, and all expenditures made under the contract will be limited to such goods. Eligible countries are those countries not excluded: (i) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations that prohibits any import of goods from such country or any payments to persons or entities in those countries This shall be evidenced through a certificate of origin issued at the time of shipment of Goods. The origin of Goods is distinct from the nationality of the Supplier.

3. Inspections/Tests

3.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Goods will be accepted by the Purchaser upon completion of their operational and visual inspection. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. The inspection will be performed by the Purchaser at the address of the Purchaser.

3.2 If authorized by the Purchaser the inspections and tests may be conducted on the premises of the Supplier, or at the final destination of the Goods. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawing and production date, shall be furnished to the inspectors at no charge to the Purchaser.

3.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

4. Packing

4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

- 4.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and in any subsequent instructions ordered by the Purchaser.

5. Inspection and Audit by the Procuring Entity

The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Entity, if so required by the Procuring Entity.

6. Delivery and Documents

6.1 Delivery and Documents for Goods

- 6.1.1 (a) For Goods supplied from abroad on CIP Sites basis delivery and documents are to be as follows:

- Upon shipment, the Supplier shall notify the Procuring Entity and the Insurance Company by cable the full details of the shipment, including Contract number, Description of Goods, Quantity, means of transport, Number and date of the Waybill, place of loading, date of shipment, place of discharge, etc. The Supplier will promptly send the following documents to the Procuring Entity by mail or courier, as appropriate, with a copy to the Insurance Company:

- copy of the Supplier's Invoice showing Goods' description item by item in full accordance with the Technical Specification's items, quantity, unit price, and total amount to be paid;
- one (1) copy of the Way Bill;
- two (2) copies of the Packing Lists identifying content of each package;
- one (1) original of the Insurance Policy;
- one (1) copy of the Manufacturer's or Supplier's Warranty Certificate;
- one (1) copy of the Certificate(s) of Origin, and
- one (1) copy of the Certificate of Safety issued by the Standardization Committee of the Supplier's country, if applicable.

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

- Goods supplied from abroad shall arrive at the port of Apia in the name of the Procuring Entity;

The customs clearance will be performed by local Supplier's representative (or a local specialized firm which is hired by the Supplier) on behalf of the Procuring Entity and on Procuring Entity's account.

The Procuring Entity will pay all applicable customs duties & taxes and the VAT on all payment required during the customs clearance, at the rate required by law, as separable line items at the time of such payments.

Upon delivery of the Goods at the Place of Destination an Acceptance Act shall then be prepared and signed by representative(s) of the Supplier and the Procuring Entity. Any deviation in quantity and quality and discrepancies with the Technical Specifications are to be annotated in this document for its correction or replacement of the Goods by the Supplier, as needed.

- Early or partial deliveries require the explicit written consent of the Procuring Entity, which consent shall not be unreasonably withheld.

(b) For Goods supplied from within the Independent State of Samoa on CIP Sites terms basis, delivery and documents are to be as follows:

- Upon delivery of the Goods, the Supplier shall notify the Procuring Entity and mail the following documents to the Procuring Entity:
 - copies of the Supplier's invoice showing Goods' description item by item in full accordance with the Technical Specification, quantity, unit price, and total amount to be paid;
 - copy of the signed delivery note;
 - copy of the Manufacturer's or Supplier's Warranty Certificate;
 - copy of the Certificate of Origin;
 - original of the Insurance Policy;
 - copy of the Certificate of Safety issued from the Standardization Committee of the country of origin, if requested by the Procuring Entity.

The above documents shall be received by the Procuring Entity at least one week before arrival of the Goods and, if not received the Supplier will be responsible for any consequent expenses.

- Early or partial deliveries require the explicit written consent of the Procuring Entity, which consent shall not be unreasonably withheld.

7. Insurance

- 7.1 The Goods supplied under the Contract shall be fully insured in Samoan Tala against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the CIP Place of Destination value of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis.
- 7.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.

8. Transportation

- 8.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.
- 8.2 Where the Supplier is required under the Contract to deliver the Goods CIP no restriction shall be placed on the choice of the carrier.

9. Incidental Services

- 9.1 The Supplier is required to supply authorized and qualified personnel to provide the following services:
- (a) performance or supervision of on-site installation and/or assembly of the supplied Goods;
 - (b) furnishing of tools required for installation and/or assembly of the supplied Goods; and
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods.

- 9.2 Prices charged by the Supplier for incidental services are included in the Contract Price for. Accordingly:
- Installation and one year maintenance shall be carried out by the Supplier periodically during one year period after the final acceptance of the Goods.
 - Version upgrades and the addition of the new users shall be done by the Supplier during the first three years, if required by the Procuring Entity.
 - Training of the Procuring Entity staff and preparation of all relating manuals of the Goods.
 - Upgrade the new releases and versions of Goods are included in Supplier prices for the first three years.

10. Warranty

- 10.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 10.2 This warranty shall remain valid for twelve (12) months after the Goods, or an portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment for the port or place of loading in the source country, whichever period concludes earlier.
- 10.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 10.4 Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof, without any cost to the Purchaser.
- 10.5 If the Supplier, having been notified, fails to remedy the defect(s), within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risks and expense and without prejudice to any other rights which the Purchaser may have against the Suppliers under the Contract.

11. Payment

Payment will be made within 30 days upon satisfactory receipt of Receiving and Inspection report and submission of original invoice to our office.

- 11.2 The Currency of Payment will be in the Supplier's country currency, however, if any VAT obligations occurs. VAT payment will be paid in the Supplier's country currency within 30 days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

12. Prices

- 12.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from prices quoted by the Supplier in its offer. Prices payable to the Supplier as stated in the Contract shall not be subject to any adjustment during the performance of the Contract.

12.1 The Bidder shall furnish information as described in the Quotation Form on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

13. Change

13.1 The Purchaser may at any time, by written order given to the Supplier, make order changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery;
- (d) the Services to be provided by the Supplier; and
- (e) change in quantities due to changed conditions.

13.2 If any such change causes an increase or decrease of the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

14. Contract

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

15. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

16. Delays in Supplier's Performance

16.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with time schedule prescribed in the Schedule of Requirements (Annex 3).

16.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

16.3 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon the application of liquidated damages.

17. Liquidated Damages

If the Supplier fails to deliver any or all of Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0,5 percent of the delivered price of the delayed Goods or unperformed Services for each

week, or part thereof, of delay until actual delivery performance, up to a maximum deduction of 10 (ten) percent of the Contract Amount. Once the maximum is reached, the Purchaser may consider termination of the Contract.

18. Termination for Default

18.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

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

19. Force Majeure

19.1 The Supplier shall not be liable for liquidated damages, 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.

19.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

19.3 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.

20. Resolution of Disputes

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

In the case of a dispute between the Purchaser and the Supplier, the parties hereby accept the exclusive jurisdiction of the competent Courts of the Independent State of Samoa to resolve any conflicts arising hereunder.

21. Governing Language

The Contract shall be written in English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English.

22. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Independent State of Samoa.

23. Notices

23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing by letter or facsimile and confirmed in writing to the other party's address.

23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. Taxes and Duties

24.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Independent State of Samoa.

24.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Annex 2

**INDEPENDENT STATE OF SAMOA
Ministry of Natural Resources and Environment**

TECHNICAL SPECIFICATIONS FOR SUPPLY AND INSTALLATION OF

Item	Description	Quantity
MapInfo Professional Software version 9.5 licenses	MapInfo software is required for producing planning maps for Vaitele Urban Governance Pilot Project.	6

Annex 3

SCHEDULE OF REQUIREMENTS

All goods shall be delivered according to following schedule:

Item	Description	Quantity	Delivery schedule (shipment) in weeks from 26 March 2010 (tentative)
1	MapInfo Professional Softwares, version 9.5 licenses	6	2 weeks

Annex 4

PRICED SCHEDULE OF REQUIREMENTS

Purchaser : Ministry of Natural Resources and Environment

Contract No : _____ (*Insert number*)

(All prices are in [insert])

Item	Description	Country of Origin	Quantity	Unit Price Final Destination (CIP basis) including installation, training and one year warranty, one year maintenance, upgrades, and incidental services (include as applicable)	Total (Lump Sum) CIP Price
1	MapInfo Professional Softwares, version 9.5 licenses		6		
TOTAL					

All goods shall be delivered according to following schedule:

Item	Final Delivery/Completion Date
6 X MapInfo Professional Software, Version 9.5 licenses	<i>(insert final delivery date)</i>

.....
(Insert Name and Signature of the Bidder)