



Government of Samoa

TENDER DOCUMENTS

Issued on

Monday/22 October 2018

For

PROCUREMENT OF

Supply of Chamber Seating for the New Maota Fono Complex

MARKET PARTICIPANTS

Foreign: *NO*

Local: *YES*

Funded by: *Samoa Parliamentary Complex Redevelopment Project (SPCRP)*

Purchaser: *Office of the Clerk of the Legislative Assembly*

Contact Entity: *Office of the Clerk of the Legislative Assembly*

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PART 1 – Tendering Procedures

Section I. Instructions to Tenderers

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Section I. Instructions to Tenderers (ITT) General

- 1. Scope of Tender**
- 1.1 The **Purchaser**, issues this Tender Document for the supply of Goods and Related Services incidental thereto as specified in **Section VI- Schedule of Requirements**.
- 1.2 The name and identification number of this Competitive Tendering procurement are **specified in the Tender Data Sheet“(TDS)”**. The name, identification, and number of lots are also **provided in the TDS**.
- 1.3 The application of this Tender Document is permitted for the following funding modes:
- (a) Government of Samoa regular budget only;
 - (b) Public bodies own budget with Government of Samoa supplementary funds;
 - (c) Development partner budget support;
 - (d) Co-funded financing arrangements through Sector Wide Approach programs (for example - SWAp);
 - (e) Fully donor funded activities wherein the Government has delegated authority for control of funds; and
 - (f) Fully donor funded activities under donor supervision, for national procurement – use with prior donor approval.
- 1.4 Throughout this Tendering Document:
- (a) **“day”** means calendar day;
 - (b) **“Government”** means the Government of the Independent State of Samoa, including a Government department and public body (as defined in the Public Finance Management Act 2001);
 - (c) the term **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (d) **“Purchaser”** is the Office of the Clerk of the Legislative Assembly, acting for and on behalf of the Government or delegate or proxy for the Government and the Executor of the Contract;
 - (e) **“Contact Entity”** is the Purchaser’s assigned agency or person for conducting the tendering and contract administration processes; and
 - (f) if the context so requires, **“singular”** means **“plural”** and vice versa;
- 2. Source of Funds**
- 2.1 The **Government** has assigned or received financing (“funds”) from its own resources and/or donor contributions towards the cost of the project **named in the TDS**. The **Government** intends to apply a portion of the funds to eligible payments under the contract for which this Tender Document is issued.

- 2.2 Payment by the Government from its own funds shall be in accordance with the Government's Treasury Instructions and Payment Policy.
- 2.3 For co-funded and fully donor funded projects, payments by the **Government** will be made only at the request of the **Purchaser** and upon approval by the Government in accordance with the terms and conditions of the financing agreement between the Government and the Donor Agency ("Donor Agreement"). This will be subject in all respects to the terms and conditions of that Donor Agreement.
- 2.4 Such Donor Agreement may prohibit a withdrawal from the donor imprest account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Government, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- 2.5 No party other than the Government shall derive any rights from the Donor Agreement or have any claim to the funds.

Fraud and Corruption

- 3.1 The Purchaser shall require that the Supplier, its contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, and service providers under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts pursuant to GCC 3 of this Tender Document., Accordingly, the Government:
 - (a) shall clarify the terms set out in GCC 3 where it becomes necessary;
 - (b) shall reject a proposal for award of Contract if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - (c) will cancel the portion of the funding allocated to a contract if it determines at any time that representatives of the Purchaser engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Purchaser having taken timely and appropriate action satisfactory to the Government to remedy the practice in question; and
 - (d) will sanction a firm or an individual, at any time, in accordance with prevailing Government sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a specified period of time:
 - (i) to be awarded a Government-financed contract; and

(ii) to be a nominated^b subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Government-financed contract.

3.2 Where necessary and only in exceptional circumstances, the Tenderers shall permit the Government to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by the Government.

3.3 Furthermore, Tenderers shall be aware of the provision stated in GCC 35.1 of these Tender Documents with regard to termination.

**Eligible
Tenderers**

4.1 Subject to ITT 4.6, a Tenderer may be a *natural person*, private entity, or government-owned entity or a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. Unless otherwise **stated in the TDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of Contract.

4.2 A Tenderer, and all parties constituting the Tenderer, shall have the nationality of an eligible country, in accordance with **Section V -Eligible Countries**. Accordingly:

- (a) a Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services; and
- (b) any Tenderer of an eligible nationality foreign to the Independent State of Samoa shall not be excluded from participation and qualification in tender processes, unless the tender process is designated as “limited tendering procedure” (for those selected tenders invited by the Purchaser to submit offers) or “single tendering procedure” (for invited individual tenderers only) rather than the preferred “open competitive tender process” as per Appendix I of the Tenders Board Guidelines for Procurement and Contracting: GWGS.

4.3 All Tenderers shall satisfy the eligibility requirements defined in the Tenders Board Guidelines for Government Procurement and

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular tendering document) is one whichever has been:(i) included by the tenderer in its pre-qualification application or tender because it brings specific and critical experience and know-how that are accounted for in the evaluation of the Tenderer’s pre-qualification application or the tender; or (ii) recommended by the Purchaser

Contracting: GWGS as may be amended from time to time, notwithstanding that a foreign entity may present specifically equivalent documentary credentials from its country of domicile and business operations.

- 4.4 A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one (1) or more parties in the tendering process if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Tender Document; and
 - (b) submit more than one (1) tender in the tendering process, except for alternative offers permitted under ITT Clause 13.
- 4.5 A firm that has been sanctioned by the Government in accordance with ITT 3.1 (d) shall be ineligible to be awarded a contract, or benefit from a Government-financed contract, financially or otherwise, during such period of time as the Government shall determine. The list of debarred firms is available at the specified addresses in the **TDS**.
- 4.6 Foreign Government-owned enterprises and public bodies in Samoa shall be eligible only if they can establish that they:
- (i) are legally and financially autonomous,
 - (ii) operate under commercial law, and
 - (iii) are not a dependent agency of the Purchaser.
- 4.7 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Government may have their origin in any country in accordance with **Section V- Eligible Countries**.
- 5.2 For purposes of this Clause, the term:
- “**goods**” includes commodities, raw material, machinery, equipment, and industrial plants; and
- “**related services**” includes services such as insurance, minor construction, installation, commissioning, training, initial maintenance, preparation of operating and maintenance manuals.
- 5.3 The term “**origin**” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed or through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its

components.

Contents of Tendering Documents

Sections of Tendering Documents

6.1 The Tender Documents consist of Parts 1, 2 and 3 which include all the Sections indicated below and should be read in conjunction with any Addendum issued in accordance with ITT 8.

PART 1 Tendering Procedures

- Section I. Instructions to Tenderers (“ITT”)
- Section II. Tender Data Sheet (“TDS”)
- Section III. Evaluation and Qualification Criteria
- Section IV. Tendering Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (“GCC”)
- Section VIII. Special Conditions of Contract (“SCC”)
- Section IX. Contract Forms

6.2 The Request to Tender (“RTT”) as issued by the Purchaser and set out in Section IX forms part of the Tender Document.

6.3 The Purchaser is not responsible for the completeness of the Tender Document and their addenda if they were not obtained directly from the Purchaser.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the tender.

Clarification of Tendering Documents

7.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser’s address **specified in the TDS**. The Purchaser shall respond in writing to any request for clarification, provided that such request is received no later than the number of days specified in the **TDS** prior to the deadline for submission of Tenders. The Purchaser shall forward copies of its response to all those who have acquired the Tender Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT 8 and ITT 24.2 of the Tender Document.

Amendment of

8.1 At any time prior to the deadline for submission of Tenders, the Purchaser

- Tendering Documents** may amend the Tender Document by issuing an addendum.
- 8.2 Any addendum issued shall form part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document directly from the Purchaser.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 24.2 of this Tender Document.

Preparation of Tenders

- Cost of Tendering** 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Purchaser shall not be liable for those costs, regardless of the conduct or outcome of the tender process.

- Language of Tender** 10.1 The Tender as well as all correspondence and documents relating to the same, shall be written in the language **specified in the TDS**. Supporting documents and any other printed materials that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages of the Tender in the language **specified in the TDS**, in which case and for the purposes of interpreting the Tender, the translated version shall take precedent.

- Documents Comprising the Tender** 11.1 The Tender shall comprise the following:
- (a) the Tender Submission Form and the applicable Price Schedules in accordance with ITT 12, 14, and 15;
 - (b) Tender Security or Tender-Securing Declaration in accordance with ITT 21 if required;
 - (c) written confirmation authorising the signatory of the Tender to commit the Tenderer in accordance with ITT 22;
 - (d) documentary evidence in accordance with ITT 16 establishing the Tenderer's eligibility to tender;
 - (e) documentary evidence in accordance with ITT 17, that the Goods and Related Services to be supplied by the Tenderer are of eligible origin;
 - (f) documentary evidence in accordance with ITT 18 and 30, that the Goods and Related Services conform to the Tender Documents;
 - (g) documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the contract if its tender is accepted; and
 - (h) any other document **required in the TDS**.

- Tender Submission Form and Price Schedules** 12.1 The Tenderer shall submit the Tender Submission Form using the form in **Section IV - Tendering Forms**. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Tenderer shall submit the Price Schedules for Goods and Related

Services, according to their origin as appropriate, using the forms provided for in **Section IV - Tendering Forms**.

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| Alternative Tenders | 13.1 Unless otherwise specified in theTDS , alternative tenders shall not be considered. |
| Tender Prices and Discounts | <p>14.1 The prices and discounts quoted by the Tenderer in the Tender Submission Form and in the Price Schedules shall conform to the requirements specified in this ITT 14.</p> <p>14.2 All lots and items must be listed and priced separately in the Price Schedules.</p> <p>14.3 The price to be quoted in the Tender Submission Form shall be the total price of the Tender, including the applicable taxes as specified in the TDS but excluding any discounts offered.</p> <p>14.4 The Tenderer shall quote any unconditional discounts and indicate the method for their application in the Tender Submission Form.</p> <p>14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce as specified in the TDS.</p> <p>14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV- Tendering Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered. In quoting its prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V - Eligible Countries. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with Section V - Eligible Countries. Prices shall be entered in the following manner:</p> <ul style="list-style-type: none"> (a) For Goods manufactured in the Purchaser’s Country: <ul style="list-style-type: none"> (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; (ii) any Purchaser’s Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Tenderer; and (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) as |

specified in the **TDS**.

(b) **For Goods manufactured outside the Purchaser's Country, to be imported:**

- (i) the price of the Goods, quoted CIP named place of destination, or CIF port of destination as specified in the **TDS**;
- (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **TDS**;
- (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **TDS**; and
- (iv) **Tenderers shall note that the basis of Customs charges assessment is CIF.**

(c) **For Goods manufactured outside the Purchaser's Country, already imported:**

[For previously imported Goods, the quoted price shall be distinguishable from the original import value of those Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference from those values.]

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
- (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Tenderer; and
- (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **TDS**.

- (d) **for Related Services**, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

- 14.7 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 30. However, if in accordance with the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 14.8 If so indicated in ITT 1.1, Tenderers may be invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **TDS**, prices quoted shall correspond to the items specified for each lot and to all of the quantities specified for each item in that particular lot. Tenderers wishing to offer any price reduction (discount) for the award of more than one (1) Contract shall specify the applicable price reduction in accordance with ITT 14.4 provided the tenders for all lots are submitted and opened at the same time.

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| Currencies of Tender | of | <ul style="list-style-type: none"> 15.1 The Tenderer shall quote in the currency of the Purchaser's Country the portion of the tender price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the TDS.
 15.2 The Tenderer may express the tender price in the currency of any country in accordance with Section V -Eligible Countries; but for purposes of comparison of tender price, the tender price may then be valued in terms of the Samoan Tala or other single currency stated in the tender document and the rates of exchange to use is the prevailing selling rates at that time. If no official exchange rates are available, this shall be determined by the procuring entity with the approval of the Tenders Board. |
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| Documents Establishing the Eligibility of the Tenderer | <ul style="list-style-type: none"> 16.1 To establish their eligibility in accordance with ITT 4, Tenderers shall complete the Tender Submission Form included in Section IV - Tendering Forms. |
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| Documents Establishing the Eligibility of the Goods and Related Services | <ul style="list-style-type: none"> 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITT 5, Tenderers shall complete the Country of Origin declarations in the Price Schedule Forms of Section IV- Tendering Forms. |
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**Documents
Establishing the
Conformity of
the Goods and
Related Services**

- 18.1 To establish the conformity of the Goods and Related Services to the Tendering Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in **Section VI- Schedule of Requirements**.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in theTDS** following commencement of the use of the goods by the Purchaser.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**Documents
Establishing the
Qualifications of
the Tenderer**

- 19.1 The documentary evidence of the Tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Purchaser's satisfaction:
- (a) that if **required in theTDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the **Manufacturer's Authorisation** using the form included in **Section IV- Tendering Forms** to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (b) that if **required in theTDS**, in case of a Tenderer not doing business within the Purchaser's Country, the Tenderer is or will be (if awarded the contract) represented by an Agent in the Purchaser's Country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) that the Tenderer meets each of the qualification criterion specified in **Section III - Evaluation and Qualification Criteria** of the Tender Documents.

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| Period of Validity of Tenders | <p>20.1 Tenders shall remain valid for the period specified in theTDS after the tender submission deadline date prescribed by the Purchaser. A tender valid for a shorter period shall be rejected by the Purchaser as being non-responsive.</p> <p>20.2 In exceptional circumstances, prior to the expiration of the tender validity period, the Purchaser may request Tenderers to extend the validity period of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its tender, except as provided for in ITT 20.3.</p> <p>20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) consecutive days (including weekends) counted after the initial tender validity period, the Tender price shall be adjusted as specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above adjusted price.</p> |
| Tender Security | <p>21.1 The Tenderer shall furnish as part of its tender, a Tender Security or a Tender-Securing Declaration if required, as specified in theTDS.</p> <p>21.2 The Tender Security shall be in the amount specified in the TDS and denominated in the currency of the Purchaser’s Country or a freely convertible currency, and shall:</p> <ul style="list-style-type: none"> (a) at the Tenderer’s option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety; (b) be issued by a reputable institution selected by the tenderer and located in any eligible country. If the institution issuing the bond is located outside the Purchaser’s Country, it shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable; (c) be substantially in accordance with one of the forms of Tender Security in Section IV- Tendering Forms, or another form approved by the Purchaser prior to the close of tender submission; (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITT 21.5 are invoked; (e) be submitted in its original form as copies will not be accepted; and (f) remain valid for a period of twenty eight (28) days beyond the validity period of the tenders as extended if applicable, in accordance with ITT 20.2. <p>21.3 If a Tender Security or a Tender-Securing Declaration is required in</p> |

accordance with ITT 21.1, any tender not accompanied by a substantially responsive Tender Security or Tender Securing Declaration in accordance with ITT 21.1 shall be rejected by the Purchaser as being non-responsive.

21.4 The Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT 44.

21.5 The Tender Security may be forfeited:

(a) if a Tenderer withdraws its tender during the period of tender validity in accordance with ITT 20.1, and as provided for in ITT 20.2 if applicable; or

(b) if the successful Tenderer fails to:

(i) sign the Contract in accordance with ITT Clause 43;

(ii) furnish a Performance Security in accordance with ITT Clause 44; and

(iii) Accept the arithmetic correction made in accordance with ITT 31.3.

21.6 The Tender Security or Tender- Securing Declaration of a JV must be in the name of a legally constituted JV that submits the tender or otherwise in the names of all future partners as named in the letter of intent mentioned in **Section IV - Tendering Forms, at 1. Tenderer Information Form Item 7.**

21.7 If a Tender security is **not required in the TDS**, and if a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer in accordance with ITT 20.1 and ITT 20.2 where applicable, that Tender will be disqualified.

**Format and
Signing of
Tender**

22.1 The Tenderer shall prepare one (1) original of the documents comprising the tender as described in ITT and clearly mark it "**ORIGINAL.**" In addition, the Tenderer shall submit the required amount of copies of that Tender, in accordance with the **TDS** and clearly mark them "**COPY.**" In the event of any discrepancy between the Original and the Copies, the Original prevails.

22.2 The Original and all Copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person duly authorised to sign on behalf of the Tenderer.

22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the authorised person signing the Tender.

Submission and Opening of Tenders

**Submission,
Sealing and**

23.1 Tenderers must always submit their Tenders by mail or by hand delivery. Tenderers submitting tenders by mail or by hand delivery, shall enclose the original and each copy of the Tender, including alternative tenders, if permitted

Marking of Tenders

in accordance with ITT 13, in three (3) separate envelopes, sealed and duly marked as “**ORIGINAL**”, “**COPY**” and “**ALTERNATIVE**”, respectively. All three (3) envelopes shall then be enclosed in one (1) single envelope. The rest of the procedure shall be in accordance with ITT 23.2 and 23.3.

- 23.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Tenderer;
 - (b) be addressed to the Purchaser in accordance with ITT 24.1;
 - (c) bear the specific identification of this tendering process indicated in ITT 1.1 and any additional identification marks as **specified in the TDS**; and
 - (d) bear a warning to the effect that the envelope must not be opened before the time and date for tender opening in accordance with ITT 27.1 of this Tender Document.

23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of any tender. The Purchaser also assumes no responsibility for delay in courier or any other form of delivery.

Deadline for Submission of Tenders

24.1 Tenders must be received by the Purchaser at the address and no later than on the date and time **specified in the TDS**.

24.2 The Purchaser may at its discretion, extend the deadline for the submission of tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

Late Tenders

25.1 The Purchaser shall not consider any tender that arrives after the deadline for submission of tenders in accordance with ITT 24. Any tender received by the Purchaser after the deadline for submission of tenders shall be declared late, rejected and returned unopened to the Tenderer.

Withdrawal, Substitution, and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice in accordance with ITT 23, duly signed by the Tenderer or an authorised representative, and shall include a copy of the authorisation (the power of attorney) in accordance with ITT 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITT 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “**WITHDRAWAL**”, “**SUBSTITUTION**” or “**MODIFICATION**”, respectively; and
- (b) received by the Purchaser prior to the deadline prescribed for submission of Tenders in accordance with ITT 24.

26.2 Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.

26.3 No tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of tender validity specified in accordance with ITT 20.1 as specified in the **TDS** or any extension thereof.

Tender Opening 27 The Purchaser shall conduct the tender opening at the address, date and time **specified in the TDS** in the presence of Tenderers (or designated representatives of the Tenderers), representatives of the procuring entity and Tenders Board:

First,

(a) envelopes marked "**WITHDRAWAL**" shall be opened and read out and the envelope **with the corresponding** tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorised to sign on behalf of the Tenderer, the corresponding Tender previously submitted will be opened. No tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at tender opening.

Next,

(b) envelopes marked "**SUBSTITUTION**" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender previously submitted shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation by means of a copy of the power of attorney to request the substitution and is read out at tender opening.

and

(c) envelopes marked "Modification" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further.

27.1 All other envelopes shall be opened and read out identifying the following:

- (a) the name of the Tenderer and whether there is a modification; the Tender Prices, including any discounts and alternative offers;
- (b) the presence of a Tender Security or Tender-Securing Declaration if

- required; and
 - (c) any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late Tenders, in accordance with ITT 25.1.
- 27.2 The Purchaser shall prepare a record of the Tender opening that shall include as a minimum:
- (a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - (b) the Tender Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and
 - (c) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required. The Tenderers' representatives who are present shall be requested to sign the attendance record sheet. The omission of a Tenderer's signature (or signature of Tenderer's authorised representative) does not invalidate the contents and effect of the record sheet.

A copy of the record may be distributed to all Tenderers who submitted tenders in time.

Evaluation and Comparison of Tenders

- | | |
|---------------------------------|---|
| Confidentiality | <p>28.1 Information relating to the examination, evaluation, comparison, and post-qualification of the Tenders, and recommendation of contract award, shall not be disclosed to the Tenderers or any other persons not officially concerned with the tender process until the Contract Award has been formally made to the successful Tenderer.</p> <p>28.2 Any effort by a Tenderer to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the tenders or contract award decisions may result in the rejection of its Tender.</p> <p>28.3 Notwithstanding ITT 28.2, from the time of tender opening to the time of Contract Award, if any Tenderer wishes to contact the Purchaser on any matter related to the tendering process, it should do so in writing.</p> |
| Clarification of Tenders | <p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the tenders, the Purchaser may, at its discretion, request in writing from any Tenderer clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender that is not in response to a request by the Purchaser or if a Tenderer does not provided clarification as requested by the Purchaser, the tender shall not be considered and rejected. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Tenders in accordance with ITT 31.</p> |

Any variation of price as a result of tax issues must be referred back to the Tenders Board for approval.

Responsiveness of Tenders

- 30.1 The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself.
- 30.2 A substantially responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) is inconsistent with the Tender Documents, and substantially limits the Purchaser's rights or the Tenderer's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of the other Tenderers who have submitted substantially responsive Tenders.
- 30.3 If a tender is not substantially responsive to the Tender Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

Nonconformities, Errors, and Omissions

- 31.1 Provided that a Tender is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.
- 31.2 Provided that a tender is substantially responsive, the Purchaser may request that the Tenderer submit the necessary information or documentation, requested by the Purchaser, within a period of time specified in the Principal's request, to rectify minor or non-material non-conformities or omissions in the Tender related to its tender documentation requirements. The Purchaser's request should only be for purpose of seeking clarification and not result in disqualification of a tender. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 31.3 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.4 If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of errors, its Tender shall be rejected at the discretion of the Purchaser.
- Preliminary Examination of Tenders**
- 32.1 The Purchaser shall examine the Tenders to confirm that all documents and technical documentation requested in ITT 11 have been provided and to determine the completeness of each Tender submitted.
- 32.2 The Purchaser shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the Tender shall be rejected:
- (a) Tender Submission Form in accordance with ITT 12.1;
 - (b) Price Schedules in accordance with ITT 12.2; and
 - (c) Tender Security or Tender Securing Declaration in accordance with ITT 21 if applicable.
- Examination of Terms and Conditions; Technical Evaluation**
- 33.1 The Purchaser shall examine the Tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.
- 33.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT 18, to confirm that all requirements specified in **Section VI- Schedule of Requirements** of the Tender Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT 30, it shall reject the Tender.
- Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the Purchaser shall convert all tender prices expressed in the submitted Tenders into the amount **specified in theTDS**, using the selling exchange rates established by the source and on the date **specified in theTDS**.
- Domestic Preference**
35. Domestic preference shall not be a factor in tender evaluation, unless otherwise **specified in theTDS and with prior Tenders Board approval**.
- Evaluation of Tenders**
- 36.1 The Purchaser shall evaluate each tender in accordance with the criteria defined in this ITT 36 and as set out in Section III – Evaluation and Qualification Criteria of the Tender Document. No other criteria or methodology shall be permitted.
- 36.2 To evaluate a Tender, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots, as **specified in theTDS**; and the Tender Price as quoted in accordance with ITT 14;

- (b) price adjustment for correction of arithmetic errors in accordance with ITT 31.3;
- (c) price adjustment due to discounts offered in accordance with ITT 14.4;
- (d) adjustments due to the application of the evaluation criteria **specified in theTDS** from those set out in Section III - Evaluation and Qualification Criteria of the Tender Document; and
- (e) adjustments due to the application of a margin of preference, in accordance with ITT 35 if applicable.

36.3 The Purchaser’s evaluation of a tender **will exclude and not take into account the following:**

- (a) in the case of Goods manufactured in the Purchaser’s Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
- (b) in the case of Goods manufactured outside the Purchaser’s Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer; and/or
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

36.4 The Purchaser’s evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, **shall be expressed in monetary terms to facilitate comparison of tenders**, unless otherwise specified in Section III - Evaluation and Qualification Criteria. The criteria used shall be as specified in ITT 36.2 (d).

36.5 If so **specified in theTDS**, this Tender Document shall allow Tenderers to quote separate prices for one or more lots, and the Purchaser may award one or multiple lots to more than one Tenderer. The methodology of evaluation to determine the lowest-evaluated Tenderer, is specified in Section III- Evaluation and Qualification Criteria of the Tender Documents.

Comparison of Tenders

37.1 The Purchaser shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT 36.

Post-qualification of the

38.1 The Purchaser shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially

Tenderer	responsive tender is qualified to perform the Contract satisfactorily.
	38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tenderer pursuant to ITT 19.
	38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer’s capabilities to perform the contract satisfactorily.
Purchaser’s Right to Accept Any Tender, and to Reject Any or All Tenders	39.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all Tenders at any time prior to awarding the contract, without thereby incurring any liability to the Tenderers. In case of annulment of any tenders submitted and specifically, tender securities, the respective Tenderers are immediately notified and given ample time to uplift the tenders and tender securities from the Purchaser.

Award of Contract

Award Criteria	40.1 The Purchaser shall award the Contract to the Tenderer whose offer has been determined to be substantially responsive to the Tender Documents, provided further that the Tenderer is determined by the evaluation panel to be qualified to perform the Contract to the satisfaction of the Purchaser. The Tenderer awarded the Contract may also be considered by the Purchaser as the Tenderer with the lowest evaluated tender.
Purchaser’s Right to Vary Quantities at Time of Award	41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI- Schedule of Requirements , provided this does not exceed the percentages specified in the TDS , and without any change in the unit prices or other terms and conditions of the tender and the Tender Documents.
Notification of Award	42.1 Prior to the expiration of the tender validity period, the Purchaser shall notify the successful Tenderer in writing, that its Tender has been accepted. At the same time, the Purchaser must also notify all other Tenderers of the results of the tendering, and shall publish in website of the Ministry of Finance, the results identifying the tender and lot numbers and the following information: <ul style="list-style-type: none"> (i) name of each Tenderer who submitted a Tender; and (ii) name of the winning Tenderer, and the Price it offered, as well as the duration and summary scope of the contract awarded.

- 42.2 Until a formal Contract is prepared and executed, the notification of award shall not constitute a binding Contract.
- 42.3 After publication of the award, unsuccessful Tenderers may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Tenders were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Tenderer who, after Publication of contract award, requests a debriefing.
- 42.4 After the successful Tenderer has been awarded the Contract, the Purchaser will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to ITT 21.4.
- Signing of Contract**
- 43.1 After notification, the Purchaser shall send the successful Tenderer the Contract Agreement with the Conditions of Contract for comments to be provided within two (2) weeks from the date the Draft Contract is received by the Tenderer, before the same is reviewed and cleared by the Office of the Attorney-General.
- 43.2 Once both the Tenderer and Purchaser have agreed to the Draft Contract, cleared by the Office of the Attorney General, it shall be finalised and signed as determined by the Purchaser.
- Performance Security**
- 44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser the successful Tenderer, shall furnish the Performance Security in accordance with GCC 18, using for that purpose the Performance Security Form included in **Section IX - Contract Forms**, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the winning Tenderer to each unsuccessful Tenderer and discharge the Tender Securities of the unsuccessful Tenderers pursuant to ITT 21.4.
- 44.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security, comply with local requirements or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security. In that event the Purchaser may award the Contract to the next lowest evaluated Tenderer, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- Adjudicator**
- 45.1 The Purchaser proposes the person **named in the TDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in its Tender. If, in the Letter of Acceptance, the Purchaser does not agree on the appointment of the Adjudicator, the Purchaser will request the Appointing Authority designated in the **TDS**, to appoint the Adjudicator.

Section II (a) - Tender Data Sheet (TDS)

The following TDS shall be used for the goods to be procured shall complement, supplement, or amend the provisions in the ITT. Whenever there is a conflict, the provisions herein shall prevail over those in the ITT.

ITT Clause Reference	A. General
ITT 1.1	The Purchaser is: Office of the Clerk of the Legislative Assembly
ITT 1.2	The name of the tender/project is: Supply of Chamber Seating for the New MaotaFono Complex i.
ITT 2.1	The Source of Funds is: <u>Samoa Parliamentary Complex Redevelopment Project (SPCRP)</u>
ITT 2.1	The name of the Project is: Samoa Parliamentary Complex Redevelopment Project (SPCRP)
ITB 4.1	All partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract.
ITB 4.5	The Tenders Board, Level 4, Ministry of Finance, Central Bank of Samoa Building.
	B. Contents of Tendering Documents
ITT 7.1	For Clarification of tender purposes only, the Purchaser's address is: Clerk of the Legislative Assembly Attention: Ms. Elsa Fruean, Facilities Manager Address: Office of the Clerk for the Legislative Assembly, Gym 2, Faleata City: APIA Country: SAMOA Telephone: 685 21812 Facsimile number:685 Electronic mail address: clerk@palemene.ws or elsa.fruean@palemene.ws
ITT 7.1	Requests for clarification should be received by the Purchaser no later than:

	five (5) days prior to deadline for the submission of tenders.
	C. Preparation of Tenders
ITT 10.1	The language of the tender is: English
ITT 11.1 (c)	<p>The written confirmation of authorisation to sign on behalf of the Tenderer shall be:</p> <p>(a) a notarized Power of Attorney authorising and assigning the authority of the signatory to sign the Tender in all its parts; and</p> <p>(b) in the case of a Tender submitted by an existing JV joint venture (“JV”), a notarised undertaking signed by all parties:</p> <p>(i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITT 4.1, and</p> <p>(ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the tendering process and in the event the JV is awarded the Contract, during contract execution.</p>
ITT 11.1 (d)	To establish eligibility to tender, the Tenderer shall complete the Tender Submission Form in all of its details, with the authorized signature declaring that all statements in the Form are TRUE . A fraudulent declaration is an offence punishable under the laws of the Independent State of Sāmoa.
ITT 11.1 (e)	A Certificate of Origin <i>is required</i> in support of the Country of Origin declaration in the Price Schedule Forms for imported goods in Section VI – Schedule of Requirements .
ITT 11.1 (f)	Technical Specifications shall be presented in a clearly itemised format identifying major features of material importance as “ Specification Required ”, against which the Tenderer shall provide “ Specification Offered ”, for each feature indicating in the column headed “ Complies? ” : “ YES ” for compliance (substantial responsiveness) or “ NO ” for non-compliance
ITT 11.1 (g)	<p>Refer to ITT 19.1(a) concerning the Manufacturer’s Authorization and ITT 19.1(b) concerning in-country Agent representation for provision of after sales service and spare parts support to the Purchaser.</p> <p>If its Tender is accepted the Tenderer shall demonstrate to the Purchaser’s satisfaction that the Tenderer meets each of the Post Qualification Criteria defined in Section III – Evaluation and Qualification Criteria.</p>
ITT 11.1 (h)	The Tenderer shall submit with its Tender the following additional documents as

	<p>may reasonably be requested by the Purchaser in the Tender Document.</p> <ol style="list-style-type: none"> current business license, appropriate category in accordance with the industry the Goods and Related Services relate to and is valid for at least six (6) months; current certificate of incorporation, or deed of partnership or joint venture; evidence of payment of immediate past year business income tax, and two (2) business references issued within the past six (6) months providing assurances of quality outcomes, business integrity, reliability and financial soundness of the Tenderer.
ITT 13.1	<p>Alternative Tenders shall be considered. <i>[If alternatives shall be considered, insert:</i></p> <p><i>“A tenderer may submit an alternative tender with or without a tender for the base case. The Purchaser shall consider tenders offered for alternatives as specified in the Technical Specifications of Section VI - Schedule of Requirements. All tenders received, for the base case, shall be evaluated on their own merits in accordance with the same procedure, in accordance with ITT 36.”]</i></p>
ITT 14.3	The total tender price shall include ALL applicable taxes but excluding any discounts offered.
ITT 14.5	The Incoterms edition is: Incoterms 2012
ITT 14.6 (b) (i) and (b) (iii)	Place of Destination: Port of Apia, Samoa
ITT 14.6 (a) (iii);(b)(ii) and (c)(v)	“Final destination (Project Site)”:Mulinuu
ITT 14.6 (b) (iii)	In addition to the CIP and CIF prices specified in ITT 14.6 (b)(i), the price of the Goods manufactured outside the Purchaser’s Country shall be quoted.
ITT 14.7	The prices quoted by the Tenderer shall not be adjustable during the Tenderer’s performance of the Contract.
ITT 14.8	NOT APPLICABLE
ITT 15.1	The Tenderer is required to quote in Samoan Tala (SAT\$), the portion of the tender price that corresponds to expenditures incurred in Samoa.
ITT 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): (insert duration, in months)twelve (12) months
ITT 19.1 (a)	Manufacturer’s authorization is: Required

ITT 19.1 (b)	After sales service is: <i>Required</i> After sales service shall include: technical support and provision of spare parts
ITT 20.1	The tender validity period shall be <i>at least ninety (90) days</i>
ITT 21.1	<i>[Insert one (1) of the following options:</i> (a) <i>Tender shall include a Tender Security (issued by bank or surety) included in Section IV – Tendering Forms;</i>
ITB 21.2	The amount of the Tender Security is TWO THOUSAND TALA (SAT\$2,000) amount including VAGST and all applicable taxes
ITT 22.1	In addition to the Original of the Tender, the number of Copies is: <i>three (3)hard copies</i>
	D. Submission and Opening of Tenders
ITT 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <i>Supply of Chamber Seating for the New Maota_Fono Complex</i>
ITT 24.1	For tender submission purposes , the Purchaser's address is: Attention: The Secretary, Tenders Board Floor-Room number: 4th Floor Address: Central Bank Building of Samoa, Beach Road City: APIA Country: SAMOA The deadline for the submission of tenders is: Date: 19 November 2018 Time: 11:00am
ITT 27.1	The tender opening shall take place at: Ministry of Finance Floor-Room number: 4th Floor Street Address: Central Bank of Samoa Building, Beach Road City: APIA Country: SAMOA Date: 19 November 2018 Time: Opening of tender shall commence after closing of tenders at 11am.
	E. Evaluation and Comparison of Tenders
ITT 34.1	Tender prices expressed in different currencies shall be converted in: <i>SAT</i> The source of exchange rate shall be: ANZ Bank The date for the exchange rate shall be:15 October 2018

ITT 35.1	Domestic preference shall not be a tender evaluation factor
ITT 36.2(a)	<p>Evaluation will be done for:</p> <p>Tenders will be evaluated for compliance with specifications of the item (Chamber seating) and the Contract will comprise the item awarded to the successful Tenderer.</p>
ITT 36.2(d)	<p>Price adjustments in evaluation shall be determined using the following criteria, from amongst those set out in Section III - Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: NO (b) Deviation in payment schedule: NO (c) the cost of major replacement components, mandatory spare parts, and service: NO the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the tender: NO (d) the projected operating and maintenance costs during the life of the equipment NO the performance and productivity of the equipment offered: NO
ITT 36.5	Tenderers shall be allowed to quote separate prices for the goods/product (refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate)
F. Award of Contract	
ITT 41.1	<p>The maximum percentage by which quantities may be increased is: ten percent (10%)</p> <p>The maximum percentage by which quantities may be decreased is: ten percent (10%)</p> <p>Use of percentages in excess or less than ten percent (10%) requires prior approval of the Tenders Board.</p>

Section II (b) - Tender Preparation Checklist (TPCL)

- This checklist specifies the documents to be completed and submitted for this Tender. All documents marked **YES** in the “*Submission Required?*” column **MUST** be submitted.
- Documents should be collated and submitted in the same order as the checklist to assist in verifying the presence of required documents and facilitating tender evaluation.
- The person **authorised to sign the Tender** shall place their initial in the “*Tenderer to confirm included in Tender*” column once they have checked and ensured its inclusion.
- **This checklist MUST be completed, signed by the person authorised to sign the Tender and submitted with the Tender (in front of the Tender Submission Form). Failure to provide any of the required documents may result in the Tender being disqualified.**
- It is recommended that Tenderers use this checklist while assembling their tender and for a final review before signature and dispatch.
- Tenderers should carefully check all documents submitted with the Tender Submission Form to correct spelling mistakes and arithmetical errors in the Price Schedules, Price and Completion Schedule and Specification Schedules as applicable.
- *Items in the table below in italics are provided for the guidance of Tenderers where particular attention must be paid to the contents of the Tender.*

Abbreviations:

EQC	Evaluation & Qualifications Criteria	TD	Tender Document (SECTION III)
GSWG	Tenders Board Procurement and Contracting Guidelines – Goods, Services & Works January 2013	TF	Tendering Forms (SECTION IV)
ITT	Instructions to Tenderers (SECTION I)	TDS	Tender Data Sheet (SECTION II (a))
TSF	Tender Submission Form (SECTION IV)		

“YES or NO” – *delete words not applicable*

No	TD Section	Clause Ref	Description	Submission Required? Purchaser to state YES or NO?	Tenderer to confirm inclusion in Tender:
TENDER SUBMISSION FORM					
1	IV	-	3.Tender Submission Form, with all indicated data spaces fully completed and signed by the authorized signatory in accordance with ITT 11.1 (c)/TDS 22.2	YES	
<i>Note to Tenderers. The Tender Submission Form must be accompanied by a signed declaration by the Tenderer or authorised representative of the Tenderer declaring that all statements in the form are TRUE. A false declaration is an offence and is punishable upon conviction under the laws of the Independent State of Samoa.</i>					
TENDER SIGNATORY AUTHORISATION					
2	I	11.1(c)	Notarised Power of Attorney authorising a person to sign on behalf of the Tenderer or Undertaking signed by all parties of a JV nominating a representative to conduct business and sign on behalf of JV.	YES	
TENDERER INFORMATION FORMS					
3	IV	Form 1	Tenderer Information Form – with appropriate attachments for firm, JV or government owned entity	YES	
4	IV	Form 2	Joint Venture Partner Information Form – with appropriate attachments for firm or government owned entity	YES	
TENDER SECURITY – one of the following					
5	IV	Form 8	Tender Security (Bank Guarantee, bank cheque or other approved financial instrument)	YES	
6	IV	Form 9	Tender Security (Tender Bond)	NO	

No	TD Section	Clause Ref	Description	Submission Required? Purchaser to state YES or NO?	Tenderer to confirm inclusion in Tender:
7	IV	Form 10	Tender Securing Declaration	YES	
ELIGIBILITY – Documents for Samoa or Country of Domicile					
8	I	11.1(h)	Business Licence or Permit – valid at least for next six (6) months or for the period of tender or proposed works (whichever is the longest)	YES	
9	I	11.1(h)	Company Registration – valid at least for next six (6) months	YES	
10	I	11.1(h)	Income Tax Payment to end of last tax year	YES	
11	I	11.1(h)	Two (2) business references issued within the past six (6) months providing assurances of business integrity, reliability and financial soundness. References must be obtained from relevant and credible sources.	YES	
TECHNICAL SCHEDULES					
12	VI	Form 1	List of Goods and Delivery Schedule	YES	
13	VI	Form 2	List of Related Services and Completion Schedule	YES	
14	VI	Form 3	Specifications Schedule, <i>indicating detailed compliance YES or NO for itemised features</i>	YES	
15	VI	Form 4	Manufacturer's drawings	NO	
16	VI	Form 3	Manufacturer's brochures	NO	
17	VI	Form 3	Manufacturer's technical specification sheets	NO	
18	VI	Form 3	Manufacturer's design & performance data	NO	

No	TD Section	Clause Ref	Description	Submission Required? Purchaser to state YES or NO?	Tenderer to confirm inclusion in Tender:
PRICE SCHEDULES					
19	IV	Form 4	Price Schedule: Goods Manufactured Outside the Purchasers Country, to be Imported	NO	
20	IV	Form 5	Goods Manufactured Outside the Purchasers Country, already Imported	NO	
21	IV	Form 6	Goods Manufactured in the Purchaser's Country	YES	
22	IV	Form 7	Price and Completion Schedule –Related Services	yes	
POST QUALIFICATION CRITERIA					
23	IV	Form 11	Manufacturer's Authorisation	YES	
24	III	Clause 3	technical support; servicing , maintenance and spares inventory	YES	
25	III	Clause 3	Documents demonstrating Supplier Financial Capability	YES	
26	III	Clause 3	Documents Demonstrating Supplier Technical Capability and Experience	YES	
27	III	Clause 3	Documents demonstrating capability of the Goods to meet usage requirements	YES	
TENDER PACKAGING & DESPATCH					
29	ITT	11.1	Verify that all items ITT 11.1 (a) to (h) and cross referenced clauses therein are correctly addressed in terms of required content and responses	YES	
30	IV & VI		All forms and schedules present and prepared		

No	TD Section	Clause Ref	Description	Submission Required? Purchaser to state YES or NO?	Tenderer to confirm inclusion in Tender:
			According to Section IV Tendering Forms and Section VI #1. List of Goods & Delivery Schedule, #2. List of Related Services and Completion Schedule & #3 Specifications Schedule, with no alterations to original text, no substitute forms and no data fields without entries	YES	
31	I/ITT		One (1) complete set of documents marked "ORIGINAL" with (1) one compact disc write protected and number of hard copies as specified in TDS	YES	
32	I/ITT	22.2	Original and all copies typed in indelible ink and signed by authorised signatory. Typewritten authorisation attached with names/ positions of signatories clearly printed below signatories	YES	
33	I/ITT	13.1	If permitted, alternative tenders packaged in envelope separate to Original Tender and Copies and clearly marked on all pages as "ALTERNATIVE".	YES	
34	I/ITT	22.3	All amendments, erasures or overwriting signed and initialed by authorised person signing tender	YES	
	I/ITT	21.1-3	All documents packaged up according to ITT 21, clearly and correctly labeled for both Supplier and Tenderer addresses	YES	
	I/ITT	22.1	Arrangements action to ensure Purchaser receipt of tender before submission deadline	YES	
<p>I confirm that I have checked all of the above and have provided all of the documents and information required for this Tender</p> <p>NAME: DESIGNATION: SIGNATURE: DATE:</p>					

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Tenderers (ITT) and the Tender Data Sheet (TDS). It contains the criteria that the Purchaser will use to evaluate a tender and determine whether a Tenderer has the required qualifications. No other criteria shall be used other than those stated here and otherwise the conformity with commercial requirements and Technical Specifications (ITT 18)

[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete all non-applicable text. The methodology for criterion application must be clearly stated in the Tender Data Sheet 36.2(d).]

Contents

1. Evaluation Criteria (ITT 36)
2. Post qualification Requirements (ITT 38.2)
3. Domestic Preference (ITT 35.1)

NOTE:

1. To the extent practicable, differences in Tenders resulting from application of Evaluation Criteria shall be expressed as monetary values to be added to tender prices for comparison purposes, after arithmetical correction, adjustment for omissions and application of discounts. These differences may relate to technical characteristics, performance shortfalls and purchase terms and conditions.
2. The Evaluation Criteria shall only be employed if there is strong confidence that the methodology is fair to the Tenderers, which are technically valid and will guarantee accurate, reliable and verifiable Supplier Data.
3. Post qualification need not be applied for acquiring readily available items of known quality from suppliers of good repute. Otherwise only information essential for confirming a Tenderer's capability to successfully undertake the contract should be sought, using key capacity and financial factors, on a pass/ fail basis.
4. The application of Domestic Preference will be infrequent in Samoa and shall in every case be subject to prior approval of the Tenders Board.

1. Evaluation Criteria (ITT 36.2(d))

The Purchaser's evaluation of a tender **may take into account**, in addition to the Tender Price quoted in accordance with ITT 14.6, **one or more of the following factors** as specified in ITT 36.2(d) and in the **TDS 36.2(d)**, using the following criteria and methodologies.

(a) **Delivery schedule.** (as per Incoterms specified in the **TDS 14.5**)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and tenders offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in the TDS 36.2(d), will be added, for evaluation purposes only, to the tender price of tenders offering deliveries later than the "Earliest Delivery Date" specified in Section VI - Delivery Schedule.

(b) **Deviation in payment schedule.**

(i) *Tenderers shall state their tender price for the payment schedule outlined in the SCC. Tenders shall be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced tender price offered by the Tenderer selected on the basis of the base price for the payment schedule outlined in the SCC.*

(c) **Cost of major replacement components, mandatory spare parts, and service.(insert one (1) of the following)**

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the TDS 18.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each tender, shall be added to the tender price, for evaluation purposes only.*

(

- (d) **Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the tender.**

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in **TDS 36.2(d)**, if quoted separately, shall be added to the tender price, for evaluation purposes only

- (e) **Projected operating and maintenance costs.**

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the tender price, for evaluation purposes only, if specified in **TDS 36.2(d)**. The adjustment will be evaluated in accordance with the methodology specified in the **TDS36.2(d)**.

- (f) **Performance and productivity of the equipment.** (insert one (1) of the following)

(i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the tender price, for evaluation purposes if specified in the **TDS 36.2(d)**. The adjustment will be evaluated using the methodology specified in **TDS 36.3(d)**.

- (g) Specific additional criteria

(Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 36.2(d))

2. Post-qualification Requirements (ITT 38.2)

After determining the lowest-evaluated tender in accordance with ITT Sub-Clause 37.1, the Purchaser shall carry out the post-qualification of the Tenderer in accordance with ITT 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications.

- (a) **Financial Capability**

The Tenderer shall furnish documentary evidence that it meets the following financial requirement(s) [indicative requirement(s)....delete non-applicable]

- overall company turnover, last three (3) years
- production division turnover, last three (3) years – goods similar to this tender
- contracts of similar value & complexity, past three (3) years

- audited financial statements past three years, showing positive net worth and sufficient cash flow for current project
- current inventory – required items
- current liquidity
- bank & commercial references

(b) **Experience and Technical Capacity**

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): [indicative requirements....delete non-applicable]

- years in current principal line of business
- production output, last three (3) years, similar units
- manufacturer authorization
- ISO and other quality certification
- specific manufacturing facilities
- specific technical expertise
- best practice/ state of the art techniques
- product range
- after sales service, warranty & spare parts support
- training for operation & maintenance

(c) **Usage Requirements**

The Tenderer shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirements: [indicative requirements....delete non-applicable]

- key performance levels/ capacities - certifications
- operating efficiency
- reliability
- durability for specified conditions
- occupational health & safety
- current model/ state of the art
- user evaluations/ test reports

Section IV. Tendering Forms

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1. Tenderer Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Tender Submission]*

CT No.: *[insert number of tendering process]*

Page _____ of _____ pages

1. Tenderer's Legal Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Tenderer's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Tenderer's Year of Registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Legal Address in Country of Registration: <i>[insert Tenderer's legal address in country of registration]</i>
<p>6. Tenderer's Authorised Representative Information:</p> <p>Name: <i>[insert Authorised Representative's name]</i></p> <p>Address: <i>[insert Authorised Representative's Address]</i></p> <p>Telephone/Fax numbers: <i>[insert Authorised Representative's telephone/fax numbers]</i></p> <p>Email Address: <i>[insert Authorised Representative's email address]</i></p>
<p>7. Attached are copies of original documents of: <i>[check (X) the box according to the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITT 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1.</p> <p><input type="checkbox"/> In case of a public body from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT 4.6 of the Tender Documents.</p>

2. Joint Venture Partner Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below].

Date: *[insert date (as day, month and year) of Tender Submission]*

CT No.: *[insert number of tendering process]*

Page _____ of _____ pages

1. Tenderer's Legal Name: <i>[insert Tenderer's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorised representative]</i> Address: <i>[insert address of JV's Party authorised representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorised representative]</i> Email Address: <i>[insert email address of JV's Party authorised representative]</i>
7. Attached are copies of original documents of: <i>[check the box (X) according to the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITT 4.1 and 4.2. <input type="checkbox"/> In case of a public body from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT 4.6.

3. Tender Submission Form

[The Tenderer must prepare this Tender Submission Form under its standard letterhead clearly showing the Tenderer's complete name and address

The Tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. All italicised text is for use in accomplishing these forms and shall be deleted from the final fully edited version.]

Date: *[insert date (as day, month and year) of Tender Submission]*

CT No.: *[insert number of tendering process]*

Request for Tender No.: *[insert No of RFT]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda]* in accordance with Instructions to Tenderers (ITT). 8;
- (b) We offer to supply in conformity with the Tender Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following the Goods and Related Services _____ *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Tender, including VAGST and other applicable local taxes but excluding any discounts offered in item (d) below, is: _____ *[insert the total tender price including VAGST in words and figures, indicating the various amounts and the respective currencies, together with separate totals for the Contract prime cost and VAGST and any other applicable taxes]*;
- (d) The discounts offered and the methodology for their application are:

Discounts. If our tender is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts]*;

- (e) Our tender shall be valid for the period of time specified in **Tender Data Sheet (TDS)** 20.1, from the date fixed for the tender submission deadline in accordance with **TDS** 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If price adjustment provisions apply according to the TDS, the prices tendered shall be adjusted accordingly
- (g) If our tender is accepted, we commit to obtain a performance security in accordance with ITT 44 and GCC 18 for the due performance of the Contract;
- (h) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the nationality each subcontractor and supplier];*
- (i) Our firm, including any subcontractors or suppliers for any part of the Contract do not have any conflict of interest according to ITT 4.4;
- (j) Our firm and any associated firm or joint venture party have not been subject to insolvency or bankruptcy proceeding during the immediate past twelve (12) months;
- (k) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Government of Samoa or the Purchaser under the country laws, official regulations and sanctions procedures, including cross debarment with International Financial Institutions, in accordance with ITT 3.1(d) and 4.6;
- (l) We are not participating, as a tenderer or as a subcontractor, in more than one tender in this tendering process in accordance with ITT 4.4 (ii) other than for alternative offers permitted under ITT 13 of the Tender Documents;
- (m) We are not a government owned entity/ We are a government owned entity but comply with the requirements of ITT 4.7 *[delete non-applicable statement;]*
- (n) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (k) Our firm, and its principals, currently and in the past year, have not committed criminal offenses involving fraud, corruption or other misconduct signifying unsuitability for participation in any way in the procurement and contracting process;
- (l) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive;
- (n) If awarded the Contract, the authorised person named below has the legal capacity to enter into a contract and accordingly shall act as the Supplier's Representative

Signed: _____ *[insert signature of person whose name and capacity are shown below]*

In the capacity of _____ *[insert legal capacity of person signing the Tender Submission Form]*

Name: _____ *[insert complete name of person signing the Tender Submission Form]*

Duly authorised to sign the tender for and on behalf of: _____ *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule Forms

*[The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

NOTE:

For evaluation purposes only, prices should include import customs duties and VAGST and other applicable taxes. Despite that applicable taxes or duties are not included in the prices, such are to be paid as determined by the relevant authority prior finalisation and signing of the Contract.

4. Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported

(Group C tenders, goods to be imported)										Date: _____	
Currencies in accordance with ITT Sub-Clause 15										CT No: _____	
Alternative No: _____										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	Total Tender Price per Line item	
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITT 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the Goods to their final destination specified in TDS	Customs duties & charges	VAGST	(Col. 7+8+9+10)	
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>	
SUB TOTAL AMOUNT											
VAGST											
TOTAL AMOUNT											

Name of Tenderer *[insert complete name of Tenderer]*

Signature of Tenderer *[signature of person signing the Tender]*

5. Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported

(Group C tenders, Goods already imported)										Date: _____	
Currencies in accordance with ITT Sub-Clause 15										CT No: _____	
										Alternative No: _____	
										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 14.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the goods to their final destination, as specified in TDS in accordance with ITT 14.6 (c)(v)	Sales (VAGST) and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 14.6(c)(iv)	Total Tender Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert of units to be supplied and name physical unit name]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
SUB TOTAL AMOUNT											
VAGST AMOUNT											
TOTAL AMOUNT											

Name of Tenderer *[insert complete name of Tenderer]*

Signature of Tenderer *[signature of person signing the Tender]*

Date *[insert date]***6. Price Schedule: Goods Manufactured in the Purchaser's Country**

Purchaser's Country _____		(Group A and B tenders)		Currencies in accordance with ITT Sub-Clause 15		Date: _____ ICT No: _____ Alternative No: _____ Page N° _____ of _____			
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales (VAGST) and other taxes payable per line item if Contract is awarded (in accordance with ITT 14.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert no of units to be supplied and name physical unit name]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
SUB TOTAL AMOUNT									
VAGST AMOUNT									
TOTAL AMOUNT									

Name of Tenderer *[insert complete name of Tenderer]*Signature of Tenderer *[signature of person signing the Tender]*

7. Price and Completion Schedule - Related Services

Currencies in accordance with ITT Sub-Clause 15						Date: _____
						ICT No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Sub Total Tender Prices – Related Services						
Sub Total - VAGST						
Total Tender Price – Related Services						

Name of Tenderer *[insert complete name of Tenderer]*

Signature of Tenderer *[signature of person signing the Tender]*

Date *[insert date]*

8. Tender Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Government's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that *[name of the Tenderer]* ("Tenderer") has submitted to you its tender dated ("Tender") for the execution of *[name of contract]* under for Tenders No. *[RFT number]*("RFT").

Furthermore, we understand that, according to your conditions, tenders must be supported by a tender guarantee.

At the request of the Tenderer, we *[name of Bank]* irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Purchaser during the period of tender validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Tenderers.

This guarantee will expire: (a) if the Tenderer is the successful tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or (b) if the Tenderer is not the successful tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful tenderer; or (ii) twenty-eight (28) days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

9. Manufacturer's Authorisation

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its tender, if so indicated in the TDS.]

Date: *[insert date (as day, month and year) of Tender Submission]*

CT No.: *[insert number of tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Tenderer]* to submit a tender the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorised representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorised representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Procurement by the Government of the Independent State of Samoa

1. The Government observes the practice of the multilateral institutions regarding country eligibility wherein, it permits firms and individuals from most countries to offer goods, works and services for its own and some donor financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Government of Samoa prohibits commercial relations with that Country, provided that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): 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**, the Government of Samoa prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of Tenderers, at the present time firms, goods and services from the following countries are excluded from this tendering:

- (a) With reference to paragraph 1.8 (a) (i) above

Andora, Democratic People's Republic of Korea, Liechtenstein, Monaco (World Bank and ADB non-members)

PLEASE REFER TO APPROVED MEMBER LISTS OF DONOR INSTITUTIONS

- (b) With reference to paragraph 1.8 (a) (ii) above

Iraq