

Request for Quotation (RFQ)

Procurement of uniforms, trophies and medals for soccer tournament – JSS026

Reference Number:	RFQ - OPSC-NBO-RFQ-2017-024
Activity Title:	<i>Procurement of uniforms, trophies and medals for soccer tournament</i>
Determination of Award:	<i>Lowest Price Technically Acceptable (LPTA)</i>
Award Type:	<i>Fixed Price Purchase Order</i>
Submission of RFQ:	Offers for this procurement shall be submitted via email to tenderbox.nairobi@somtisplus.com with subject of email as: OPSC-NBO-RFQ-2017-024. No other manner of submission or submission to any other email address shall be accepted.
Submission Deadline:	Final submissions will be due no later than June 28, 2017@ 23.59 PM, East African Time
Question & Answers:	Questions on this RFQ may be submitted to procurement@somtisplus.com on or before June 20, 2017. 23:59 PM East African Time
Delivery Location:	Ministry of Youth and Sports, Kismayo, JSS, Somalia
Notice:	Issuance of this RFQ does not in any way obligate TIS+ to award a Purchase Order for the Services to any Vendor. Offeror's interested in submitting quotations do so at their own discretion and cost.
Accompanying Annexes:	<ul style="list-style-type: none">○ Sheet Annex 1: Specification and quotation Format○ Sheet Annex 2: TIS+ General Conditions of Contract For Purchase Orders
Award Criteria	Award will be based on LPTA offer

Issuance Date: June 13, 2017

To: Offerors

For: Transition for Stabilization plus – TIS+

Subject: OPSC-NBO-RFQ-2017-024– Procurement of uniforms, trophies and medals for soccer tournament

INTRODUCTION

The TIS+ Program aims to promote peace and stability in Somalia by increasing the visibility of and confidence in Government through improved service delivery, creating collaborative and strategic partnerships among government institutions, the private sector, civil society and communities.

PURPOSE

The purpose of this RFQ is to solicit quotations from eligible suppliers that trade with transportation services. **Procurement of uniforms, trophies and medals for soccer tournament.**

SECTION 1:

1. **Offer Deadline:** Offers must be received no later than 23:59PM local time June 28, 2017 through email only. Offers should be emailed to: tenderbox.nairobi@somtisplus.com with the subject line of email written as: OPSC-NBO-RFQ-2017-024. No other manner of submission shall be accepted other than the tenderbox.nairobi@somtisplus.com email address.
2. Please reference the RFQ number in any response to this RFQ. Any clarification on this tender should be sought by 23:59PM local time June 20, 2017 through procurement@somtisplus.com. When requesting clarifications, no reference to prices shall be made. TIS+ is not bound or obliged to respond to queries made after the above date.
3. **Specifications and Mandatory requirements:** Annex 1 contains the technical specifications of the required commodities. The following minimum requirements must be met:
 - Valid registrations/license certificates with relevant authorities;
 - Actual photos of the sports items as specs below
4. **Quotations:** Prices must be quoted in USD per unit price and total in the format stated under the specification details.

Delivery Terms - Destination: Ministry of Youth and Sports Kismayo, JSS, Somalia

Offers should be made on (as per attached specification sheet in Annex 1). The offer must provide unit price for items requested and any applicable taxes. The supplier shall bear all risks relating to the delivery of the goods/service until provisionally accepted by TIS+ at the destination and before the stated deadline.

5. **Eligibility:** By submitting an offer in response to this RFQ, the offeror certifies that it and its principles are not debarred, suspended, or otherwise considered ineligible by the United States Government. TIS+ will not award a contract to any firm that is are debarred, suspended, or considered to be ineligible as stated above.
6. **Negotiations:** Best-offer quotations are requested. It is anticipated that awards will be made solely on the basis of these original quotations. However, TIS+ reserves the right to conduct negotiations and/or request clarifications prior to awarding a contract.
7. **Evaluation and Award:** The award will be made to a responsible offeror who meets or exceeds the minimum required technical specifications. The source selection method will be lowest-price, technically-acceptable. TIS+ reserves the right to issue multiple awards or split the award among various suppliers, if in the best interest of the TIS+ Project.
 - i. OFFERS MUST INCLUDE THE FOLLOWING: Name, address, telephone/fax/e-mail of the bidder and the name/title of the contact person. Results of the RFQ will not be made public.

- ii. All companies invited to participate in solicitations are requested to respond either by submitting their firm offers or by indicating their inability to participate. Such acknowledgement should be sent directly to the Receiving Officer.

General Conditions:

1. Changes from specifications

The specifications are defined in the "Specification Sheet" enclosed overleaf. Alternatives to requested specifications may be considered. Wherever alternatives are offered, it is the Bidders responsibility to provide full descriptive specifications and documentation of such items.

2. Warranty

Offer should confirm the granting of manufacturer's warranty against defects on goods supplied for a period of at least one year.

3. Surveyor

TIS+ reserves the right to appoint a surveyor to monitor that goods supplied are to specification. The serial number of the item provided will be checked to ensure genuineness, failure to comply with this requirement will result in the item not be accepted and no payment being made by TIS+.

4. Reporting

In the event of you being awarded the contract, you may be required to provide several on-demand updates on the progress of the order. Delay in shipments beyond the stipulated date will result in TIS+ having the option to cancel the complete or partial order without any recourse to TIS+.

5. Origin

Origin of the goods that you will supply is to be stated in offer.

6. Adjudication

Evaluation to be made on the basis of lowest price, technically acceptable. Note that this RFQ contains no contractual offer of any kind. Any offer submitted will be regarded solely as an offer, and does not commit TIS+ to consider any offer or award a contract through a Purchase Order. Furthermore, TIS+ reserves the right to accept all, or part of any Offer.

7. Currency of the tender

Offers are accepted in **USD** Bids received in any other currency will be deleted from the selection process.

8. Packing

The Supplier warrants that the goods are contained or packaged adequately to protect the goods during transport, storage and handling.




Procurement Ethics

Neither payment nor preference shall be made by either the Bidder, or by any TIS+ staff, in an attempt to affect the results of the award. TIS+ treats all reports of possible fraud/abuse very seriously. Acts of fraud or corruption will not be tolerated, and TIS+ employees and/or subcontractors/grantees/vendors who engage in such activities will face serious consequences. Any such practice constitutes an unethical, illegal, and corrupt practice and either the Bidder or the TIS+ staff may report violations to the ethics and compliance aonymous via email to ethics@somtisplus.com. TIS+ ensures anonymity and an unbiased, serious review and treatment

of the information provided. Such practice may result in the cancellation of the procurement and disqualification of the Bidder's participation in this, and all future procurements. Violators will be reported to USAID, and as a result, may be reported to the U.S. Department of Justice to be included in a Restricted Parties list, preventing them from participating in future U.S. Government business.

Annex 1: Specification and Quotation Format (to be submitted on a signed, stamped letter head)

Table 1: Specifications and quotation format

NO	Description	Units	QTY in pairs	Unit Price USD	Total Price USD
1.	<p>Sports Shoes: Football shoes. See pictures below</p> 	pcs	120 (see table below for breakdown of sizes)		
2.	<p>Sportswear including T-shirts and pants (short) and socks. This outfit is for 12 teams, each have 10 players. Each team will have specific color as shown on the break down below</p> 	pair	120 (see table below for breakdown of sizes)		
3.	<p>Shin guards</p> <p>This is for 12 teams, each team has 10 players</p> 	pcs	120 (see table below for breakdown of sizes)		
4.	<p>Trophy</p> <p>Two trophies. One for the semi-finalist and the other for the finalist.</p>	pcs	2		

					
5.	Medal 	pcs	44		
Total costs					

Bidders must include a valid registration certificate with relevant authorities and include actual photos of the sports item to be supplied

Break down of shoes and uniform sizes and color for each team

Table 2: Team 1

Team one				
Uniform Quantity	Size	Color of the Uniform	Shoes Quantity in pairs	Shoe Size
10	Junior Small	Blue	5 pairs	35
			5 pairs	36

Table 3: Team 2

Team two				
Uniform Quantity	Size	Color of the Uniform	Shoes Quantity in pairs	Shoe Size
10	Junior Small	Red	5 pairs	35
			5 pairs	36

Table 4: Team 3

Team Three				
Uniform Quantity	Size	Color of the Uniform	Shoes Quantity in pairs	Shoe Size
10	Junior Small	Green	5 pairs	35
			5 pairs	36

Table 5: Team 4

Team Four				
Uniform Quantity	Size	Color of the Uniform	Shoes Quantity in pairs	Shoe Size
10	Junior Small	Yellow	5 pairs	35
			5 pairs	36

Table 6: Team 5

Team Five				
Uniform Quantity	Size	Color of the Uniform	Shoes Quantity in pairs	Shoe Size
10	Junior Small	Black	5 pairs	35

			5 pairs	36
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Table 7: Team 6

Team Six				
Uniform Quantity	Size	Color of the Uniform	Shoes Quantity in pairs	Shoe Size
10	Junior Small	White	5 pairs	35
			5 pairs	36

Table 8: Team 7

Team Seven				
Uniform Quantity	Size	Color of the Uniform	Shoes Quantity in pairs	Shoe Size
10	Junior Medium	Blue	5 pairs	37
			5 pairs	38

Table 9: Team 8

Team Eight				
Uniform Quantity	Size	Color of the Uniform	Shoes Quantity in pairs	Shoe Size
10	Junior Medium	Red	5 pairs	37
			5 pairs	38

Table 10: Team 9

Team Nine				
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Uniform Quantity	Size	Color of the Uniform	Shoes Quantity in pairs	Shoe Size
10	Junior Medium	Green	5 pairs	37
			5 pairs	38

Table 11: Team 10

Team Ten				
Uniform Quantity	Size	Color of the Uniform	Shoes Quantity in pairs	Shoe Size
10	Junior Medium	Yellow	5 pairs	37
			5 pairs	38

Table 12: Team 11

Team Eleven				
Uniform Quantity	Size	Color of the Uniform	Shoes Quantity in pairs	Shoe Size
10	Junior Medium	Black	5 pairs	37
			5 pairs	38

Table 13: Team 12

Team Twelve				
Uniform Quantity	Size	Color of the Uniform	Shoes Quantity in pairs	Shoe Size
10	Junior Medium	White	5 pairs	37
			5 pairs	38

Table 14: Trainers

Various locations				
Uniform Quantity	Size	Color of the Uniform	Shoes Quantity in pairs	Shoe Size
6	Standard size (to be confirmed to the successful bidder)	Any six different colors	6 pairs	Standard size (to be confirmed to the successful bidder)

Bidders must include a valid registration certificate with relevant authorities and include actual photos of the sports item to be supplied

Annex 2

TIS+ GENERAL CONDITIONS OF CONTRACT FOR PURCHASE ORDERS

Whenever the term “Government” is used, “TIS+ International Development” shall be substituted. Wherever the term “TIS+ COP or his designee” is used, the “TIS+ COP or his designee(s)” shall be substituted.

AIDAR CLAUSES

752.202-1 Definitions

752.225-7 Source & Nationality Requirements (applicable only when procurement of goods or services is required in purchase order)

FAR CLAUSES

52.212-4.1 Commercial Items and Conditions (JUNE 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. TIS+ International Development reserves the right to inspect or test any supplies or services that have been tendered for acceptance. TIS+ International Development may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. If repair/replacement or performance will not correct the defects or is not possible, TIS+ International Development may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. TIS+ International Development must exercise its post-acceptance rights (1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of TIS+ International Development in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the TIS+ COP or his designee in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the TIS+ COP or his designee of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if TIS+ International Development waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify TIS+ International Development and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted*. Payment shall be made for items accepted by TIS+ International Development that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. TIS+ International Development will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If TIS+ International Development makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that TIS+ International Development has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the TIS+ COP or his designee.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to TIS+ International Development under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i) (6) (v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) TIS+ International Development may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The TIS+ COP or his designee will issue a final decision as required by 33.211 if—

(A) The TIS+ COP or his designee and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the TIS+ COP or his designee within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the TIS+ COP or his designee (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to TIS+ International Development upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to TIS+ International Development at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for TIS+ International Development's convenience.* TIS+ International Development reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of TIS+ International Development using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give TIS+ International Development any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* TIS+ International Development may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and

conditions, or fails to provide TIS+ International Development, upon request, with adequate assurances of future performance. In the event of termination for cause, TIS+ International Development shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to TIS+ International Development for any and all rights and remedies provided by law. If it is determined that TIS+ International Development improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to TIS+ International Development upon acceptance, regardless of when or where TIS+ International Development takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to TIS+ International Development for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving Precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (OCT 2010)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Affirmative Action for Disabled Veterans (SEP 2010)
52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)