



Government of the Independent State of Samoa

**REQUEST FOR QUOTATION: MINOR GENERAL  
SERVICES**

**MINISTRY OF THE PRIME MINISTER AND CABINET**

**REQUEST FOR QUOTATION FOR: *THE SUPPLY OF DEPARTURE AND ARRIVAL CARDS  
FOR SAMOA IMMIGRATION***

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# PART 1: INSTRUCTIONS TO BIDDERS

## 1. Scope

- (a) the Principal is the **Government of the Independence State of Samoa, acting by and through the Ministry of Prime Minister and Cabinet.**
- (b) the Supervisor is the Principal's Representative stated on the Request for Quotation.
- (c) this Request for Quotation applies to the provision of MINOR GENERAL SERVICES.

## 2. Bidder Eligibility

### The Bidder shall:

- (a) be a bona fide business known to be suitably qualified, experienced and financially resourced;
- (b) provide an authenticated copy of its currently valid Ministry of Revenue Business License;
- (c) if applicable, provide an authenticated copy of its current VAGST Certificate from the Ministry of Revenue; and
- (d) provide a notarized power of attorney authorizing the signatory of the Quotation to represent the Bidder, sign the Quotation and accept the Letter of Award, unless the signatory has inherent authority to sign for the Bidder.

The requirements in paragraph 2(b), 2(c), & 2(d) may be waived if previously submitted documents are valid for the specified *Contract Period* or quote validity period.

The Principal reserves all rights to reject any or all quotations submitted and re-advertise/retender the *General Services*.

### 3. Bidder Qualification - the Bidder must provide:

- (a) a list of services of similar nature & value with the services that are the subject matter of this RFQ, that the Bidder has satisfactorily completed within the last two (2) years – these services must have an annual average value of **SAT\$25,000.00** or more.
- (b) details of all Services or contracts for currently in progress.
- (c) a bank statement in the name of the Bidder for the immediately past three (3) months.
- (d) references & contract details of at least three (3) past or present clients who can attest to good character and reliability of the Bidder.
- (e) detailed work plan or delivery program detailing stages of the service or work from its commencement to its completion.

### 4. Responding to the Request for Quotation

- (a) The Bidder shall take care to comprehend applicable service specifications, scope of services & service delivery schedule.
- (b) The Bidder shall enter unit prices, extended prices, and total price on the RFQ Form.
- (c) In submitting its quotation, the Bidder shall verify its agreements with stated provisions for quotation validity, Contract Period, bid

security, and performance security. All proposed variations from stated conditions shall be justified in a covering letter.

- (d) The Bidder is responsible for providing a complete and correct quotation. An incomplete quotation may be grounds to reject any quotation submitted.

### 5. Quotation Price:

- (a) All prices shall be quoted in Samoan Tala (SAT).
- (b) Prices shall be fixed for the duration of the specified Contract Period.
- (c) Unless the service(s) are exempted from VAGST, pursuant to the *VAGST Act 2015*, the total quoted price shall be inclusive of VAGST and all other applicable taxes.

### 6. Site Inspection

- (a) If applicable, the Bidder shall arrange site inspection with the Supervisor to enable quotation preparation.

### 7. Bid Security

- (a) A Bid Security is not required.
- (b) The Bid shall be valid for the period identified in the RFQ Form.
- (c) A Bidder who, without good cause:
  - i. withdraws during the quotation validity; or
  - ii. does not accept corrections of errors; or
  - iii. fails to accept the Purchase Order if offered or fails to produce the Performance Security (if required);
  - iv. will be excluded from participating in Government RFQ processes for one (1) year.

### 8. Quotation Submission

- (a) Bidders shall submit only one (1) quotation;
- (b) quotations shall be submitted to the **Principal's address stated on the Request for Quotation**, no later than the specified time & date; and
- (c) late quotations will not be considered and shall be returned to the Bidder unopened. However, the Principal reserves the right to retain and open a late quotation if the number of quotations received is less than three (3) PROVIDED THAT the late quotation was received before the Evaluation Committee convenes to review the quotations.

### 9. Quotation Opening

- (a) The opening of quotations will be undertaken in accordance with K6.4 of the Government of Samoa Treasury Instructions Part K, Section 6 "Procurement and Contracting June 2016"
- (b) The opening of the quotation shall be opened to interested members of the public to attend.
- (c) The results of the quotation evaluation shall be available on request, denoting only the successful Bidder.
- (d) The Bidder shall provide a Performance Security within seven (7) days, after issuance

of the Letter of Award, in the amount specified in the RFQ.

**10. Quotation Evaluation & Contract Award**

- (a) Quotations shall be evaluated to establish substantial responsiveness to eligibility & qualification requirements, specified technical schedules, commercial conditions and instructions to Bidders.
- (b) After arithmetical checking and correction, the quotation of the Bidder found to be substantially responsive shall be evaluated for lowest price, which shall be the basis of award.
- (c) The Bidder found to be substantially responsive and have the lowest quoted price after the evaluation shall be awarded the contract. That Bidder then becomes the successful bidder or service provider.
- (d) Award notification shall be effected by the Principal issuing the Letter of Award (see Part 2) to the most substantially responsive bidder.
- (e) Once the Letter of Award is signed by both parties the:
  - i. Request for Quotation at Part 3;
  - ii. The General and Special Conditions at Part 4; and
  - iii. Scope of Services & Service Delivery Schedule at Part 5;
 Shall be the terms and conditions which will govern the implementation of the Service. The Principal shall be termed the 'Principal' and the most substantially responsive bidder shall be termed the 'Service Provider'.
- (f) Notwithstanding the above, the Principal reserves the right to accept or reject any quotations, or to cancel the quotation process at any time prior to the award.
- (g) The unsuccessful Bidder(s) may, within seven (7) days of the announcement of the award, request reasons why it/they were not successful, but cannot request reasons why other Bidders were not successful.

**11. Performance Security**

- (a) if a Performance Security is required, the Principal shall issue a Letter of Award which shall serve as notification of award.
- (b) the Bidder shall provide a Performance Security within seven (7) days, in the amount specified in the RFQ.

**12. Insurance**

- (a) The successful Bidder will bear all risks for the provision of the Services during the Contract Period.
- (b) Accordingly, the Bidder shall arrange appropriate insurance cover.

**13. Inspection & Completion**

The Bidder shall ensure that all Services are completed within the agreed Contract Period without exceeding the agreed Price and in accordance with the terms and conditions of this RFQ and all applicable contract documents.

**14. Payment**

The Principal shall make payment to the Bidder within thirty (30) days of the receipt of an invoice from the Service Provider and approved by the Supervisor.

**15. Corrupt & Fraudulent Practices**

The Principal requires that Bidders observe the highest standards of ethics during the procurement and execution of Government of Samoa contracts, to the extent that corrupt, fraudulent, collusive and coercive practices, and conflict of interest occurring in quotation, delivery & completion processes may result in disqualification, termination of purchase order, and/or penal sanctions against all concerned Bidders(s).

**Eligibility/ Qualifications Compliance**

No.	Complies? tick	No.	Complies? tick
2b		3c	
2c		3d	
2d		3e	
3a		5a	
3b			

## PART 2: LETTER OF AWARD

>insert Principal's letterhead<

>insert date<

>insert the address of the Service Provider<

### LETTER OF AWARD: Supply of Departure and Arrival Cards for Immigration Division RFQ:

1. The Government of Samoa (the 'Principal') issued the above request for quotation on >insert date< for the above services. The deadline for the request for quotation closed on >insert date<. Your company (the 'Service Provider'), as >insert description of the Service Provider< submitted a quotation on >insert date<. The evaluation of the said quotation took place on >insert date<.
2. We wish to inform that your quotation has been successful. The Principal is desirous for you, the Service Provider, to perform the Minor General Services in accordance with the:
  - (a) Request for Quotation, RfQ Ref No. (the 'RfQ') inclusive of Instructions to Bidders;
  - (b) General Conditions of Contract, attached to the RfQ;
  - (c) Special Conditions of Contract, attached to the RfQ; and
  - (d) Scope of Services & Service Delivery Schedule.
3. The Principal, acting by and through the insert title of the Ministry of the Prime Minister and Cabinet now signs this letter to confirm that it accepts the RfQ by the Service Provider. Please sign the space indicated as confirmation of your acceptance to carry out the services in accordance with documents canvassed in paragraph 2 of this letter.

**SIGNED AND EXECUTED** by *insert title* )  
of the **MINISTRY OF THE PRIME MINISTER** ) .....  
**AND CABINET**, *insert name* ("Principal") )

In the presence of:

.....  
(Witness Signature)

.....  
(Witness Name & Designation)

**AFFIXED HERETO** is the **COMMON** )  
**SEAL** of [*insert name of Service Provider*] )

In the presence of:



.....  
(Director Name and Signature)

.....  
(Director/Secretary Name and Signature)



above.	
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## PART 4A: GENERAL CONDITIONS OF CONTRACT: MINOR GENERAL SERVICES

1 APPLICATION CONTEXT: These Conditions apply only for use within the Independent State of Samoa for contracts awarded through request for Quotation processes for Minor General Services in accordance with Instructions 3.7 of Part K of the Treasury Instruction 2016.

2 NAMES OF PARTIES:

**BETWEEN: THE GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA** acting by and through the **insert title** of the **MINISTRY OF THE PRIME MINISTER AND CABINET, insert name ("the Principal");**

**AND: [insert name of Service Provider, address] ("the Service Provider").**

*(collectively referred to as "the Parties")*

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

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

- a. Letter of Award
- b. the Request for Quotation, RfQ PM02/19.20(the 'RfQ') inclusive of Instructions to Service Providers;
- c. these General Conditions of Contract ('GCC');
- d. Special Conditions of Contract ('SCC'); and
- e. Scope of Services, OHS Instructions & Service Delivery Schedule.

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

6 CONTRACT PRICE: The Principal shall ONLY pay to the Service Provider the Contract Price set out in the SCC. The Service Provider shall provide the Principal or the Supervisor with an invoice which shall:

- a. state the amount of the invoice including the Head of Cost under which it is claimed;
- b. detail the Services performed and completed since the previous claim for Payments including the materials used; and
- c. report on the progress of the Services.

The Supervisor shall review and approve the invoice once he/she is satisfied that the same is bona fide. The Principal must pay the amount in the invoice thirty (30) days from when he/she is satisfied with the same.

7 SUPERVISOR: The Supervisor shall be responsible for liaising with the Service Provider and general administration and supervision of the Services and named in the SCC.

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

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

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

11 INTERPRETATION: If the context requires it, singular means plural and vice versa. The reference to one gender shall mean the other gender.

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

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

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

Any deliverable, studies, reports, specification, drawing, plan or other material prepared or submitted by the Service Provider for the Principal under this Contract shall remain the property of the Principal. The Service Provider may retain a copy of such material. Any disclosure or use of the contract material for purposes outside of this Contract is subject to approval from the Principal.

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

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

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

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

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

- 19 TAXES AND DUTIES: The Service Provider is liable for all taxes and duties, in accordance with the particular application context and the laws of the Independent State of Samoa.
- 20 ACCOUNTING, INSPECTION & AUDIT: The Service Provider shall permit and also require its sub-Service Providers and consultants to permit, the Government and/or its authorized appointees to inspect the Service Provider's office and all accounts and records relating to contract performance and/or tender submission and to have such accounts and records audited by the Government's appointed auditors. Moreover, acts by the Service Provider to materially impede inspections and audits are a prohibited practice subject to termination and declaration of ineligibility.
- 21 LIMITATION OF LIABILITY: Except for its negligence or misconduct in performing the Contract and its related obligation to pay liquidated damages, the Service Provider will not be liable to the Principal for any form of consequential loss or damage, loss of use, loss of production or loss of profits plus interest cost. The total liability of the Service Provider under the Contract or civil law shall not exceed one hundred and fifty percent (150%) of the Contract Price, except that this shall not apply to costs of rectifying defective equipment, works or other deliverables.
- 22 SUSPENSION: The Principal may, with written notice of the nature of default, suspend all payments to the Service Provider if the Service Provider fails to perform particular requirements of the Contract and shall require the Service Provider to remedy the default within thirty (30) days of Service Provider receiving the suspension notice.
- 23 TERMINATION: Where a party defaults on any of its obligations under this Contract, the other party may give notice requiring that the failure be remedied within fourteen (14) days and if not remedied within that time, may terminate the Contract immediately.
- The Principal may terminate the contract if any of the events set out in the SCC occurs.
- Notwithstanding this, the Principal may terminate the Contract for convenience. If the Contract is terminated, the Service Provider shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. If the Contract is terminated for the Principal's convenience or because of a fundamental breach of Contract, the Supervisor shall prepare a statement of amounts owing to the Service Provider based on work done, goods delivered and reasonable costs of removing equipment from the Site as final payment.
- 24 FORCE MAJEURE: If, because of the result of an event of Force Majeure causing delay and the Service Provider is unable to perform its Contract obligations, it shall not be liable for its Performance Security forfeiture, liquidated damages or termination for default. The Service Provider shall notify the Principal in writing of such condition, its cause and the nature of the delay or its inability to perform its Contract obligations as soon as practicable.
- 25 LIQUIDATED DAMAGES: Unless the Completion Date is extended in accordance with clause 8, the Service Provider shall pay damages to the Principal at a rate per day stated in the SCC for each day that the Completion Date is later than the intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Payments under this provision shall not affect the Service Providers Liability. The Principal may deduct liquidated damages from payments due to the Service Provider.
- 26 GOOD FAITH: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the contract's objectives, operate fairly together without detriment to each other and exercise their best efforts to agree on actions which may be needed to remove causes of unfairness. Provided that failure of such action shall not be the subject of formal legal redress indicated in Clause 26.
- 27 AMICABLE SETTLEMENT: Either Party with an unresolved issue concerning actions or inaction of the other Party may seek resolution through an independent third party empowered to enable resolution.
- 28 DISPUTE SETTLEMENT: Any dispute arising out of the Contract which cannot be settled amicably according to Clause 25 shall be settled in accordance with the provisions of the *Arbitration Act 1976* of Samoa and best international practice.
- 29 INDEMNITY: The Service Provider shall, subject to Clause 19, at all times indemnify, hold harmless and defend the Principal, its officers, employees and agents from and against any loss or liability reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand action or proceeding by any person against any of those indemnified where such loss or liability was caused by any willful, unlawful or negligent act or omission of the Service Provider, its employees, agents or Sub-Service Providers in connection with the Contract.
- 30 COMPLIANCE WITH POLICIES AND PROCEDURES: The Service Provider must, if using the Principal's Premises or facilities, comply with all reasonable directions of the Principal and all procedures and policies of the Principals including those relating to occupational health (including no smoking), safety and security in effect of those premises or in regard to those facilities, as notified by the Principal or as might reasonably be inferred from the use to which the Premises or facilities are being put.
- 31 INSURANCE: The Service Provider will be responsible for taking out any appropriate insurance coverage during the duration of the Contract.
- 32 ASSIGNMENT: The Service Provider shall not assign this Contract or sub-contract any portion of it without the Principal's prior written consent.
- 33 WAIVER: If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights. A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right. In this clause, "rights" means rights or remedies provided by this Contract or at law.
- 34 WARRANTY: The Service Provider acknowledges and confirms Service Provider its workers have the necessary expertise to carry out the services to completion in accordance with the terms and conditions of this Contract. Further, that it will carry out the services and prepare all the necessary documents, plans, details, calculations, specifications and other information in accordance with the Specifications and all the other provisions of this Contract.
- 35 CLEANING UP: The Service Provider shall, to the satisfaction of the Supervisor keep the Site and Services tidy and clean during the execution of the Service and at its completion. The ownership of any leftover or surplus material at the Completion of the Works shall remain vested in the Principal.



**Part 4B: SPECIAL CONDITIONS  
OF CONTRACT: MINOR  
GENERAL SERVICES**

<b>GCC</b>	<b>Details</b>
Clause 5	Commencement date: >INSERT DATE< Contract Period: <i>INSERT TERM</i> < Completion Date: >INSERT DATE<
Clause 6	The Contract Price shall be an amount not exceeding > <i>insert amount</i> < inclusive of VAGST and subject to Withholding Tax
Clause 7	Supervisor shall be: ACEO Immigration Services
Clause 12	For communications to the: (a) Principal It must be delivered to the following address:  The Chief Executive Officer Ministry of the Prime Minister and Cabinet FMFM II Building Level 4  (b) Service Provider It must be delivered to the following address: > <i>insert address</i> <
Clause 21	(a) The Service Provider stops the work for fourteen (14) days when no stoppage of the work is shown on the current Program; (b) The Service Provider is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (c) The Service Provider does not maintain a Security, which is required; and/or (d) The Service Provider has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid i.e. 0.5% of the contract price per day. The total amount must not exceed fifteen percent (15%) of the Contract Price.
Clause 23	Rate per day: zero point five percent (0.5%) of the Contract Price Maximum amount: fifteen percent (15%) of the Contract Price

**PART 5: SCOPE OF SERVICES, OHS INSTRUCTIONS & SERVICE DELIVERY SCHEDULE**

**Scope:**

1. Print 25,000 departure cards per month
2. Print 25,000 arrival cards per month
3. Deliver both cards (50,000) first week of each month to MPMC Level 4 FMFM II Building.
4. The arrival and departure cards must be delivered to MPMC for a period of 52 weeks (12 months)

**Image of Arrival and Departure Cards**