



Please address all correspondence
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GOVERNMENT OF SAMOA

Office of the Electoral Commissioner
Ofisa o le Komesina o Faiga Palota

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1.1 INSTRUCTIONS FOR QUOTES

1. Quotes must be submitted in accordance with these instructions and other documents required no later than the time and date stated in the invitation to quote letter.
2. The Internet Service Providers (“Supplier”) must check all the documents listed have been received and are complete in all respects.
3. Quotes received after the date of receipt of quote will not be accepted.
4. If the suppliers have any queries or requests for further information they must be submitted to Mailo Henry Mailo or Ms Vitilevu Simati of our Office, in time to enable considered response, not less than 3 days prior to the date for receipt of quotes.
5. No alterations to any of the invitation to quote documents shall be made unless they have been notified in writing.
6. No quote or any part of it shall be deemed to have been accepted unless acceptance shall have been notified to the supplier in writing by our Ministry.
7. Quotes shall remain valid for acceptance for a period not less than 30 working days from the final date for submission of quotes.
8. The contract provided is treated as a draft contract and will not result as the final binding contract.
- 9.

2. SPECIFICATIONS OF THE SERVICE

PLAN	TERM	SPEED	DUPLEX	DATA	COST	IP ADD	BACKUP INTERNET INFRASTRUCTURE IN PLACE	CONNECTION TYPE
Internet	12 months	Minimum 3MBps upload and download	specify	unlimited	specify	Preferably 6 Global IPV4/IPV6	specify if available or not	specify

2.1 ADDITIONAL INFORMATION

1. Please submit a copy of the current business license.

2. Please provide details of up to two (2) similar projects in the past 3 years.

3. CONTRACT

CONTRACT FOR SERVICES



GOVERNMENT OF SAMOA

BETWEEN:

THE GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA
("the Principal")

AND:

.....

[Month] 2018

This CONTRACT is made on this _____ day of _____ 2018.

BETWEEN: The GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA acting by and through the ELECTORAL COMMISSIONER FAIMALOMATUMUA MATHEW F. LEMISIO for the OFFICE OF THE ELECTORAL COMMISSIONER (“OEC”) (in this Contract referred to as “the Principal”),

AND _____ an incorporated Company having its principle Office at [insert] (“in this Contract referred to as “the Contractor”);

(together referred to as “**the Parties**”)

WHEREAS:

- A.** The Principal is desirous to enter into a contract for *the provision of internet services for the Office of the Electoral Commissioner*, (“the Services”).
- B.** The Principal as a result of quotation based procurement has selected and agreed to appoint the Contractor to provide and carry out the Services as described _____ in _____ this _____ Contract.
- C.** The Contractor has agreed to carry out the Services subject to the terms of this Contract and such directions and instructions from the Principal, who shall be responsible for supervising the execution of the Services (“the Supervisor”).
- D.** This Contract shall commence

THE PARTIES THEREOF AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1** IN this Contract, unless otherwise required by the context or subject matter, the following definitions shall apply:

‘Commencement Date’ means the commencement date of the Services in accordance with Clause 3.1;

‘Completion Date’ means the date at which all Services required to be performed under this Contract are completed in accordance with Clause 3.2;

‘Contract’ means this contract for the provision of the services;

‘Contract Date’ means the execution date of this Contract;

‘Contract Price’ means the agreed price for completing the Services in accordance with Clause 5.1 of this Contract;

‘Month’ means a calendar month;

‘Sub-contractor’ means a person or body corporate that has contract with the Contract to carry out part of the Services;

‘Supervisor’ means the person nominated by the Principal as the Principal’s representative (or any other competent person appointed by the Principal and notified to the Contractor to act in replacement of the Principal’s representative) in accordance with Clause 7;

‘Week’ means calendar week;

‘Working days’ means all days except Saturdays, Sundays and public holiday.

1.2 IN this Contract, unless a contrary intention appears:

- (a) words in the singular include the plural and vice versa; and
- (b) words importing one gender include the other gender.

1.3 CLAUSE and sub clause headings are included in this Contract for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.4 IN the event that there is any inconsistency between the Contract terms and conditions and the Schedule attached hereto, the Schedule of this Contract shall prevail.

2. THE SERVICES

2.1 THE following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- a. The final negotiated price quotation ; and

b. Addendum (if applicable)

2.2 THE Contractor shall provide the Services in accordance with the specifications set out in **Annexure A of the Schedule** to this Contract.

2.3 THE Contractor shall perform the Services in accordance with the highest standards and quality, and in an efficient, professional, environmentally sound and safe manner.

2.4 THE Contractor shall comply with any policy or direction notified by the Principal regarding any environmental, safety and or quality standards for carrying out the Services.

3. CONTRACT PERIOD

3.1 THE Contractor commenced the provision of the Services on (“Commencement Date”).

3.2 THE Services are to be completed on (“Completion Date”).

4. INSPECTION, REJECTION AND ACCEPTANCE

4.1 THE Contractor shall be deemed to have satisfied itself before providing quotation as to the correctness and sufficiency of its quotation for the Services and the Contract Price.

4.2 WHERE the Contractor fails to remedy a defect in the performance of the Services, complete the Services, or make good any defects arising from poor workmanship, within fourteen (14) days after notification by the Principal under this clause, the Principal may perform or have performed the necessary work and recover the cost from the Contractor without prejudice to any other rights or remedies the Principal may have.

5. CONTRACT PRICE

5.1 THE total cost of this Contract is per annum including VAGST and all other applicable taxes (hereinafter referred to as “the Contract Price”) from the Commencement Date.

5.2 THE Contractor shall comply with the following and shall not charge the Principal accordingly;

6. PAYMENT

6.1 THE Contractor shall be paid monthly upon receipt of invoice.

6.2 THE Principal shall make payment to the Contractor in accordance with Clause 6.1 within fourteen (14) days of receipt of a correctly rendered invoice.

6.3 AN invoice is correctly rendered if it is:

- (a) addressed to the Principal in accordance with this Contract;
- (b) correctly calculated in accordance with this Contract;
- (c) identifies the Services performed;
- (d) upon request accompanied by documentation substantiating the amount claimed; and
- (e) the Supervisor approves that the Services to which the invoice relates to have been performed in accordance with this Contract.

6.6 IF the invoice is found to have been incorrectly rendered after payment, any underpayment or overpayment shall be recoverable by or from the Contractor, as the case may be, and without over limiting recourse to other available means, may be offset against the amount subsequently due by the Principal to the Contractor.

6.7 THE Contractor shall not be entitled under any circumstances to any payments in excess of the Contract Price for the duration of this Contract in accordance with Clause 5.1 of this Contract.

6.8 THE Contractor shall ensure that the Services are completed in accordance with the requirements and the standards of this Contract within the amount of the Contract Price.

7. PRINCIPAL'S REPRESENTATIVE

7.1 THE Principal's representative is, who is responsible for supervising the execution of the Services and administering this Contract.

8. INSURANCE

8.1 THE Contractor will be responsible for taking out any appropriate insurance coverage to cover its own risks as well as any public liability insurance.

9. INDEMNITY

9.1 THE Contractor shall indemnify and keep indemnified and fully release the Principal, its officers, employees and agents from and against any loss, expenses or liability arising from any proceeding or demand made as a result of any willful, unlawful or negligent act or omission of the

Contractor, his officers, employees, agents or subcontractors in connection with this Contract.

9.2 **THIS** Clause 9 shall survive the expiration of this Contract.

10. APPLICABLE LAW

10.1 **THIS** Contract will be governed by and construed in accordance with the laws in force in the Independent State of Samoa.

11. CONTRACTOR'S COMPLIANCE WITH THE LAW

11.1 **THE** Contractor shall in performing the Services under this Contract, duly inform itself of and thereby comply with any Acts of Parliament, regulations, ordinances, local laws, and by-laws of any lawful direction of any authority that has jurisdiction over the Services and shall not be entitled to rely upon any direction or other information by the Principal in satisfaction of this requirement, which rests solely on the Contractor.

12. ASSIGNMENT AND SUBCONTRACTING

12.1 **THE** Contractor shall not without the prior written consent of the Principal:

- (a) assign its rights or any part of such rights under this Contract; or
- (b) sub-contract out any part of the Services.

13. NOTICES

13.1 **ANY** notice, demand, consent in writing or other communication required to be given or made under or pursuant to this Contract will be:

- (a) given by being, delivered by hand deliver or sent by prepaid certified or security post or facsimile transmission (to the listed facsimile number) to the party to which that notice, demand, consent or other communication is required or permitted to be given or made under this Contract at the following addresses:

i) in the case of the **Contractor**:

[insert]

ii) in the case of the **Principal**:

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Office of the Electoral Commissioner

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- (b) deemed to have been delivered if sent by facsimile transmission, on completion of transmission without evidence of garbling or incomplete transmission.

14. DISPUTE RESOLUTION

14.1 ANY question, dispute or difference arising between the Parties out of or in connection with this Contract or its interpretation, may be negotiated by the Parties and the Parties shall attempt to firstly settle the matter amicably between them.

14.2 WHERE the Parties fail to amicably settle a dispute, they may resort to mediation as provided for under the *Alternative Dispute Resolution Act 2007*.

14.3 IF the dispute is not resolved by mediation within forty-five (45) days, it shall be settled by arbitration in accordance with the *Arbitration Act 1976*, and the decision of the Arbitrator shall be binding on both parties.

14.4 CLAUSE 14 does not apply to either party commencing legal proceedings for urgent interlocutory relief.

15. TERMINATION

15.1 THE Principal, without prejudice to its rights under local laws and/or regulations and at common law may, by giving seven (7) days' notice in writing to the Contractor, terminate this Contract if the Contractor:

- (a) commits an act of insolvency or comes under any form of insolvency administration;
- (b) or suffers any execution against its assets; or
- (c) fails:
 - (i) to commence performance of the Contract or to proceed at a rate of progress so as to ensure the due and proper completion of the Contract; or
 - (ii) to take action to remedy a breach of any other obligation under this Contract within seven (7) days of being given notice by the Principal requiring the Contractor to remedy the situation;
- (c) assigns its rights otherwise than in accordance with the requirements of this Contract.

15.2 NOTWITHSTANDING anything in Clause 15.1, the Principal may at any time by giving fourteen (14) days' notice in writing to the Contractor terminate this Contract or reduce its scope for convenience.

15.3 WHERE the Principal terminates this Contract under Clause 15.1:

- (a) the Parties shall be relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;
- (b) the right of the Principal to recover damages against the Contractor shall not be affected;
- (c) the Contractor indemnifies the Principal in respect of any loss it may incur in getting the Services from other suppliers; and
- (d) where the Principal has made any payment in advance on account of the Contract Price to the Contractor, the total amount of that payment shall be repaid by the Contractor to the Principal on termination and, if not repaid shall be recoverable by the Principal from the Contractor as a debt.

15.4 WHERE the Principal terminates this Contract or reduces its scope under Clause 15.2:

- (a) the Contractor upon receiving notice must cease or reduce performance of the Services according to the tenor of the notice and forthwith do everything sensible to mitigate losses;
- (b) the Contractor may submit a claim for compensation and the Principal must pay to the Contractor such sums as are fair and reasonable in respect of the loss or damage resulting directly from the early termination or reduction in scope of the Services;
- (c) the Contractor will not be entitled to claim compensation in respect of expenditure contrary to this Contract or for loss of anticipated profits; and
- (d) the compensation under this Clause shall not exceed the Contract Ceiling Price.

15.5 ON termination of the Contract under this clause, the Contractor may submit a claim for payment under this Contract for all direct costs incurred under the Contract up to and including the date of termination. The Principal shall pay to the Contractor such sums as are fair and reasonable in respect of the claim but the Contractor shall not be entitled to claim for payment for any costs not directly related to this Contract or for any loss of opportunity or of anticipated profits. The compensation (if any) payable under this clause shall under no circumstances exceed the total Contract Price.

16. COMPLIANCE WITH POLICIES AND PROCEDURES

16.1 THE Contractor must, when using the Principal's Premises or facilities, comply with all reasonable directions of the Principal and all procedures and policies of the Principal including those relating to occupational health

(including no smoking), safety and security in effect at 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.

17. DOCUMENTS FORMING PART OF CONTRACT

17.1 **THE** following documents shall be attached to and form part of this Contract:

- (a) Quotation (Annexure A);
- (b) Principal's Letter of Offer (Annexure B); and
- (c) Contractor's Letter of Acceptance (Annexure C);

17.2 **THE** documents listed in Clause 17.1 take precedence over the terms and conditions of this Contract and shall take the order of priority listed in Clause 17.1.

18. VARIATION

18.1 **NO** variation of this Contract shall be binding unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written -

EXECUTED by the **FAIMALOTUMUA MATHEW F. LEMISIO**
ELECTORAL COMMISSIONER for and behalf
GOVERNMENT OF SAMOA

.....
Signature

In the presence of:

.....
Signature
.....
Name of
Witness
.....
Occupation

SIGNED by
Director:
.....

Director:
.....

.....
in the presence of)

.....

(Witness Name)

.....

(Witness Occupation)