

**REQUEST FOR QUOTATION: MINOR
GENERAL SERVICES**



**GROUND MAINTENANCE FOR
THE OFFICE OF THE ELECTORAL COMMISSIONER & MALAE O TIAFAU
GROUNDS**

(RFQ No: GS.01-2018/2019)

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PART 1: Instructions to Bidders

1.Scope

- (a) the Principal is the Office of the Electoral Commissioner, represented by the Electoral Commissioner.
- (b) the Supervisor is the Principal's Representative Vitilevu Simati
- (c) this Request for Quotation ("RfQ") applies to the provision of MINOR GENERAL SERVICES up to SAT\$100,000.

2. Bidder Eligibility

- (a) the **Bidder** shall 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

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

3.Bidder Qualification - the contracting firm shall 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 years – these services must have an annual average value of **SAT\$25,000.00 or more.**
- (b) references & contract details of at least three (3) past or present clients who can attest to good character and reliability of the Bidder.
- (c) 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 fully comprehend the nature, extent and scope of services provided.
- (b) the Bidder shall provide price in accordance with services required.
- (c) 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 12 months.
- (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 tax.

6.Bid Security

- (a) a Bid Security is not required.

7.Quotation Submission

- (a) Bidders shall submit only one quotation;
- (b) quotations shall be submitted to the Principal's address no later than the specified time & date as stated in the letter of advertisement; 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.

8.Quotation Opening

- (a) the opening of quotations will be undertaken by authorized officers of the Principal.
- (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.

9.Quotation Evaluation & Contract Award

- (a) quotations shall be evaluated to establish substantial responsiveness to eligibility & qualification requirements, scope of services 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) Once the letter of Award is signed by both parties the:
 - i. The Scope of the Services Part 2 and
 - ii. The General and Special Conditions at Part 3;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 'Contractor'.
- (d) 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.
- (e) The unsuccessful Bidder(s) may, within 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.

10. Performance Security

- (a) A performance security is not required.

11. Insurance

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

12. 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.

13. Payment

The Principal shall make payment to the Bidder within 30 days of receipt of an invoice from the Supplier and approved by the Supervisor.

14. 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.

PART 2: SCOPE OF SERVICES

1. Background information

The Office of the Electoral Commissioner invites quotes from registered, reputable companies for maintenance of its grounds and the Malae o Tiafau ground.

2. Service

The bidder is expected to mow the lawn around the Office of the Electoral Commissioner Building and the Malae o Tiafau ground twice (2) a month for 12 months duration of the Contract..

The bidder is expected to cover the following:

Service	Description	Duration
Mowing	cut all lawns to a height of 2-3	Twice a month
Trash pickup	remove all trash from lawn after mowing the lawn	Twice a month

**PART 3:
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 2013.
- 2 NAMES OF PARTIES: relative to the categories name in #1 above, the Principal will also be named the Principal.
- 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 Contractor and includes the following documents which replaces all communications, negotiations and agreements (whether written or oral):
 - a. Letter of award
 - b. these General Conditions of Contract;
 - c. Special Conditions of Contract;
 - d. Scope of Services
- 5 CONTRACT PERIOD: This Contract shall commence on the date specified in the SCC 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.
- 6 CONTRACT PRICE: The Principal shall ONLY pay to the Contractor the Contract Price set out in the SCC. The Contractor 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;
- 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 30 days from when he/she is satisfied with the same.

- 7 SUPERVISOR: The Supervisor shall be responsible for liaising with the Contractor 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 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.

14 CONFLICT OF INTEREST: The Contractor shall not have a conflict of interest. The Contractor 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 Contractor 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.

15 CURRENCY OF PAYMENT: The currency for payment shall be in Samoan Tala.

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

17 TAXES AND DUTIES: The Contractor is liable for all taxes and duties, in accordance with the particular application context and the laws of the Independent State of Samoa.

18 ACCOUNTING, INSPECTION & AUDIT: The Contractor shall permit and also require its subcontractors and consultants to permit, the Government and/or its authorized appointees to inspect the Contractor'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 Contractor to materially impede inspections and audits are a prohibited practice subject

to termination and declaration of ineligibility.

19 LIMITATION OF LIABILITY: Except for its negligence or misconduct in performing the Contract and its related obligation to pay liquidated damages, the Contractor 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 Contractor under the Contract or civil law shall not exceed one hundred and fifty percent of the Contract Price, except that this shall not apply to costs of rectifying defective equipment, works or other deliverables.

20 SUSPENSION: The Principal may, with written notice of the nature of default, suspend all payments to the Contractor if the Contractor fails to perform particular requirements of the Contract and shall require the Contractor to remedy the default within thirty (30) days of Contractor receiving the suspension notice.

21 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 Contractor 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 Supplier based on work done, goods delivered and reasonable costs of removing

- equipment from the Site as final payment.
- 22 **FORCE MAJEURE:** If, because of the result of an event of Force Majeure causing delay and the Contractor is unable to perform its Contract obligations, it shall not be liable for its Performance Security forfeiture, liquidated damages or termination for default. The Contractor 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.
- 23 **LIQUIDATED DAMAGES:** Unless the Completion Date is extended in accordance with clause 7, the Contractor 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 Contractor's Liability. The Principal may deduct liquidated damages from payments due to the Contractor.
- 24 **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 24 following
- 25 **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.
- 26 **DISPUTE SETTLEMENT:** Any dispute arising out of the Contract which cannot be settled amicably according to Clause 23 shall be settled in accordance with the provisions of the Arbitration Act 1976 of Samoa and best international practice.
- 27 **INDEMNITY:** The Contractor 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 Contractor, its employees, agents or Subcontractors in connection with the Contract.
- 28 **COMPLIANCE WITH POLICIES AND PROCEDURES:** The Contractor 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 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.
- 29 **INSURANCE:** The Contractor will be responsible for taking out any appropriate insurance coverage during the duration of the Contract.
- 30 **ASSIGNMENT:** The Contractor shall not assign this Contract or sub-contract any portion of it without the Principal's prior written consent.
- 31 **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.

32 WARRANTY: The Contractor acknowledges and confirms Contractor 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.

33 CLEANING UP: The Contractor 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.

SPECIAL CONDITIONS OF CONTRACT: MINOR GENERAL SERVICES

GCC	Details
Clause 5	Commencement date: <i>01st July 2018</i> Contract Period: <i>July 2018 – June 2019</i> Completion Date: <i>30th June 2019</i>
Clause 6	The Contract Price shall be an amount not exceeding \$25,000 (incl. all taxes)
Clause 6	% of the Retention:
Clause 7	Supervisor shall be: Vitilevu Simati Manager Corporate Services telephone 25967/24607 email v.simati@oec.gov.ws
Clause 11	For communications to the: (a) Principal It must be delivered to the following address: <p style="text-align: center;">Office of the Electoral Commissioner Tofilau Eti Alesana Building Mulinuu</p> (b) Contractor It must be delivered to the following address: > <i>insert address</i> <
Clause 23	(a) The Contractor stops the work for 14 days when no stoppage of the work is shown on the current Program. (b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (c) The Contractor does not maintain a Security, which is required; (d) The Contractor 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 15% of the Contract Price)
Clause 24	Rate per day: 0.5% Maximum amount: 15% of the Contract Price