



**OFFICE of the  
REGULATOR**

Please address all correspondence to  
the Regulator  
Private Bag, Apia, Samoa

Tel: +685 30282  
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Email: [admin@regulator.gov.ws](mailto:admin@regulator.gov.ws)



Government of Samoa

**INVITATION TO QUOTE  
("ITQ")**

**For**

**PROCUREMENT FOR THE SUPPLY OF AN INFORMATION MANAGEMENT INFORMATION SYSTEM  
FOR THE OFFICE OF THE REGULATOR ("OOTR")**

**JANUARY 2017**



**ANNEXURE A: TECHNICAL SPECIFICATION FOR MIS**

Sl.No.	Item No	Description of Goods	Quantity	Unit Price	D.D.P destination (Apia)	Price at final	Delivery Date
	1	<u>Information Management System</u>	1				
With Specifications set out below.							

**1. Technical Requirements**

The proposed software should contain the following technical requirements and functionalities, but not limited to;

- The Information Management System Software must be Network Base and shared with local PC Client;
- The Information Management System Software must comply with the Windows 7 and Windows 8 Operating System;
- Implement Search, Create, Read, Update, Delete (SCRUD) operations;
- To authorize system resources allocation to users based on roles;
- Software should be scalable and upgradeable as and when the number of users and contents increases;
- The Information Management System software shall track incoming and outgoing communication and material to and from OOTR's office (including but not limited to letters, emails, faxes, orders, rules, guidelines, decision, consultative documentations, internal and external memos, invoices, purchase orders, bills receipts, statements, licenses and license certificates);
- Supplier shall provide a brief introduction of the proposed System and work inhouse with allocated counterpart staff of OOTR to provide guidance on usage of software.

**Security Requirements:**

The winning bidder shall adhere to following security requirements:

- The Information Management System must provide an authentication mechanism which controls access to the System by validating each user (user ID and passcode)
- Should support a mechanism to allow access to the System via integrated network login
- Must allow a System Administrator to set security parameters for failed login attempts
- The System should provide audits trial and logs mechanism for content changes performed by system users
- Maintain time series data so that certain information is not host with passage of time and repeated updating



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- Must allow a System Administrator or other authorised user to close a folder, ensuring that no new records can be added to that folder.
- Must automatically record the closing date of the folder and be able to use this metadata to support other records management function.



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## ANNEXURE B: FORM OF QUOTATION (SHOPPINGS-GOODS)

\_\_\_\_\_ (Date)

To: Unutoa Auelua  
Regulator  
Office of the Regulator  
Mulinnu Peninsula, Apia  
Fax: +685 30281  
Email: [unutoa.fonoti@regulator.gov.ws](mailto:unutoa.fonoti@regulator.gov.ws)

We offer to execute the **SUPPLY OF AN INFORMATION MANAGEMENT SYSTEM FOR THE OFFICE OF THE REGULATOR** : CONTRACT NO: OOTR – G3 in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_ (amount in words and numbers) (\_\_\_\_\_) (name of currency). We propose to complete the delivery of Goods described in the Contract within a period of 3 months from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_

Name of Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number (if any): \_\_\_\_\_

e-mail address: \_\_\_\_\_



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## **ANNEXURE C: TERMS AND CONDITIONS OF SUPPLY (SHOPPING-GOODS)**

**PROJECT NAME:** SUPPLY OF A MANAGEMENT INFORMATION SYSTEM

**PURCHASER:** OFFICE OF THE REGULATOR

**CONSIGNEE:** Unutoa Auelua  
Regulator  
Office of the Regulator  
Mulinnu Peninsula, Apia  
Fax: +685 30281  
Email: [unutoa.fonoti@regulator.gov.ws](mailto:unutoa.fonoti@regulator.gov.ws)

**PACKAGE NO:** OOTR – G3

### 1. Prices and Schedules for Supply

Sl.No.	Item No	Description of Goods	Quantity	Unit Price	D.D.P destination (Apia)	Price at final	Delivery Date
	<u>1</u>	Information Management System	1				
<u>With specifications as per annexure A</u>							

(Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail)

### 2. Fixed Price:

2.1 The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.

2.2 The Purchaser reserves the right at the time of contract finalization to increase by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.

### 3. Delivery Schedule:

3.1 The delivery should be completed as per above schedule but not exceeding three (3) months from date of contract signing.

4. Insurance:

4.1 The supplier is responsible for all kinds of insurance until the goods delivered and installed (if applicable) to the address of the Purchaser. For the readily available goods in the country of Purchase, the Purchaser will not assume any responsibility until goods are delivered and installed to the final place of destination. In case of goods supplied from abroad specifically for this Contract; the Goods supplied shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the total value of the Goods from «Warehouse» to «Warehouse» on «All risks» basis, including «War Risks». The Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.

5. Applicable Law:

5.1 The Contract shall be interpreted in accordance with the laws of the Independent State of Samoa.

6. Resolution of Disputes:

6.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the country procedures of the Purchasers country. The dispute shall be referred to jurisdiction at the Courts of the Independent State of Samoa.

7. Delivery and Documents:

7.1 Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by facsimile or email the full details of shipment, including purchase order number, description of the good, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (ii) Duplicate air/ truck transport document and/ or duplicate of railway transport document, and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked «freight prepaid»;
- (iii) Copies of the packing list identifying contents of each package;
- (iv) Manufacturer's or supplier's warranty certificate;
- (v) Certificate of origin;
- (vi) Certificate of quality.

7.2 The above documents shall be received by the Purchaser at least one week before arrival of the good at the port of place of arrival and, if not received, the Supplier shall be responsible for any consequent expenses.

8. Payment: for your invoice will be made as follows:

8.1 Suppliers' invoice will be made 100% against delivery of the goods in Samoa. The Payment will be made during 30 working days upon receipt and acceptance of your invoice(s) for delivered and final acceptance document for installed equipment.

9. Warranty:

9.1 The Good offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.



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## 10. Packaging and Marking Instructions:

10.1 The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

## 11. Defects:

11.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 calendar days from the date of notice by Purchaser. Name and address of service facility which the defects are to be corrected by the supplier within the warranty period:

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Regulator

Office of the Regulator

Mulinuu Peninsula, Apia

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## 12. Force-Majeure:

12.1 The supplier shall not be liable for penalties or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

12.2 For purposes of this clause, "Force-Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

12.3 If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

## 13. Required Technical Specifications

(i) General Description

(ii) Specific details and technical standards

(iii) Performance Parameters

Supplier confirms compliance with above specifications (**In case of deviations supplier to list all such deviations**).

## 14. Failure to Perform:

14.1 The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 21 day notice given by the Purchaser, without incurring any liability to the Supplier.



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## 15. Installation and maintenance Manual.

15.1 With respect to all devices supplied by the Supplier to the Purchaser, the Supplier shall provide the Purchaser with one (1) copy of the installation and maintenance manual which should include but not limited to the following:

- Software architecture design document; (also in Proposal)
- User requirement document (SRS, incremental prototype);
- Recommendation on an adequate server hosting environment for the developed solution (proposal);
- Maintenance, User Training, data recovery manuals;
- Source codes, database scripts, content, and relevant documentations;
- Project completion report.

NAME OF SUPPLIER \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Place:

Date:





**ANNEXURE C: FORM CONTRACT**

**CONTRACT (SHOPPING-GOODS)**

**THIS AGREEMENT** number \_\_\_\_\_ made on \_\_ (day)\_\_, \_ (month)\_ , \_\_ (year)\_\_ between \_\_\_\_\_ (hereinafter called “the Purchaser”) on the one part and \_\_\_\_\_ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotation for \_\_\_\_\_ (description of goods) to be supplied by Supplier, viz. Contract \_\_\_\_\_, (hereinafter called “Contract”) and has accepted the Bid by the Supplier for the supply of goods under Contract at the sum of \_\_\_\_\_ ( \_\_\_\_\_ ) hereinafter called “the Contract Price”.

NOW THIS AGREEMENT WITNESSETHES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - a) Invitation to Quote; Form of Quotation, Term and Conditions of Supply, Technical Specification;
  - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.
3. The Purchaser hereby covenants to pay in consideration of the goods supply and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.

**4. Termination**

**4.1 Termination for Default**

- a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted.
  - ii. if the Supplier fails to perform any other obligation under the Contract; or
  - iii. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract.
- b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 4.2 Termination for Insolvency.

- a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

#### 4.3 Termination for Convenience.

- a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier

### **Fraud and Corruption**

5. If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4.1.

### **6. Inspections and Audits**

6.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located

The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**Signature and seal of the Purchaser:**

FOR AND ON BEHALF OF

**Signature and seal of the Supplier:**

FOR AND ON BEHALF OF



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[INSERT NAME OF AUTHORIZED  
REPRESENTATIVE]

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[INSERT NAME OF AUTHORIZED  
REPRESENTATIVE]