



Expression of Interest

GRAPHIC DESIGN SERVICES

AP 9/9/1

EOI: 2026-016

Issue Date: 10 April 2026

Deadline for proposals: midnight 22 May 2026 (Samoa date and time)

This Expression of Interest has been published to the respondent on the basis that it is “Commercial in Confidence”. The information contained in this Expression of Interest is only to be used for the purpose of responding to this Expression of Interest

Table of Contents

This opportunity in a nutshell	2
Section 2: Our Requirements	6
Section 3: Our Evaluation Approach	8
Section 4: EOI Process, Terms and Conditions	11

This opportunity in a nutshell

What we need

The Secretariat of the Pacific Regional Environment Programme (SPREP) is an intergovernmental organisation charged with promoting cooperation among Pacific islands countries and territories to protect and improve their environment and ensure sustainable development.

SPREP invites eligible and qualified graphic designers to submit their Expression of Interest to provide graphic design services of a wide range of products, guided by the Communications and Outreach Unit.

A pool of graphic designers will be selected upon which direct sourcing can apply when undertaking design work. Where there is large scale graphic design work (to be specified by SPREP), quotes will be sought from within the SPREP Preferred Supplier pool.

Why you should bid?

This is an opportunity to work with an organisation which is tasked with promoting cooperation in the Pacific region and providing assistance in order to protect and improve the Pacific environment and to ensure sustainable development for present and future generations.

A bit about us

SPREP is the regional organisation established by the Governments and Administrations of the Pacific charged with protecting and managing the environment and natural resources of the Pacific. The Headquarters is based in Apia, Samoa with other SPREP offices in Fiji, Solomons, the Republic of the Marshalls Islands and Vanuatu. SPREP has around 150 staff recruited from around the Pacific region and the world and has an annual budget of approximately USD49 million in 2025.

The establishment of SPREP in 1993 sends a clear signal to the global community of the deep commitment of Pacific Island Governments and Administrations for better management of the environment within the context of sustainable development.

The strategic direction for SPREP is clearly set out in the [2017-2026 SPREP Strategic Plan](#). The Plan outlines the mandate, vision and programmes for the organisation, and places strong emphasis on effective delivery of services to SPREP Member countries and territories. SPREP's mandate is to promote cooperation in the Pacific region and provide assistance in order to protect and improve its environment and to ensure sustainable development for present and future generations.

SPREP is guided by its vision for the future: **“A resilient Pacific environment, sustaining our livelihoods and natural heritage in harmony with our cultures”**.

To help achieve this is the information and awareness work undertaken by SPREP staff with the support of the Communications and Outreach Unit who is responsible for coordinating a wide range of communications, outreach and engagement activities including publications. This includes responsibility for graphic design procurement.

SPREP’s approach to the environmental challenges faced by the Pacific is guided by four simple values:

- We value the Environment
- We value our People
- We value high quality and targeted Service Delivery
- We value Integrity

For more information, see: www.sprep.org.

Section 1: Key information

1.1 Context

- a. SPREP invites eligible and qualified graphic designers to submit their Expression of Interest to provide graphic design services of a wide range of products, guided by the Communications and Outreach Unit.
- b. The EOI is a prequalification stage that is aimed at identifying and pre-qualifying a “pool” of reputable graphic designers capable to provide graphic design services. The Secretariat may enter into a Preferred Supplier Agreement with a vendor or several vendors.
- c. It is intended to sign preferred supplier agreements with the preferred graphic designer/s for a two year period to provide graphic design services to SPREP, conditional on satisfying annual performance reviews.
- d. Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means *‘a person, organisation, business or other entity that submits a response to the EOI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the marketplace that does not submit a response.’* Definitions are at the end of Section 4.

1.2 Our timeline

- a. Here is our timeline for this EOI.

Step in EOI process:	Date:
Deadline for Questions from suppliers:	27 April 2026
Deadline for SPREP to answer supplier’s questions:	30 April 2026
Deadline for Responses:	midnight, 22 May 2026

- b. All dates and times are dates and times in Samoa.

1.3 How to contact us

a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.

b. Our Point of Contact for all enquiries

Title/role: Procurement Manager

Email address: procurement@sprep.org

1.4 Developing and submitting your Response

a. This is an open, competitive tender process. The EOI sets out the step-by-step process and conditions that apply.

b. Take time to read and understand the EOI. In particular:

- i. develop a strong understanding of our Requirements detailed in Section 2.
- ii. in structuring your response consider how it will be evaluated. Section 3 describes our Evaluation Approach.

c. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our Point of Contact.

d. In submitting your response, you must use the Response Form provided. This is a Microsoft Word document that is attached to this EOI.

e. You must also complete and sign the declaration at the end of the Response Form and the Honor Form included in Appendix A of the Response Form.

f. The response should not be more than **30 pages** and in a font no smaller than 10 point.

g. Check you have provided all information requested, and in the format and order asked for.

h. Please ensure you get your response to us before the Deadline for Responses.

1.5 Address for submitting your Response

Submit Response electronically

Responses must be submitted by email electronically to tenders@sprep.org

a. Responses sent by post or fax, or hard copy delivered to our office, will not be accepted.

1.6 Our EOI Process, Terms and Conditions

a. This EOI is subject to SPREP's standard EOI Process, Terms and Conditions (shortened to EOI-Terms) described in Section 4.

1.7 Later changes to the EOI or EOI process

a. If, after publishing the EOIs, we need to change anything about the EOIs, or EOI process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on the tender website where you access this EOI.

Section 2: Our Requirements

2.1 Key outcomes we are expecting

SPREP is seeking engage the services of qualified graphic design service providers to provide effective graphic design services work for SPREP, guided by the Communications and Outreach Unit.

Scope of work

- Graphic design of requested products required for SPREP, this includes both core and project work executed by SPREP. These must be in line with SPREP branding and identity requirements. Where necessary partners will be incorporated in the design work for which their brand and identity guidelines must be adhered to. SPREP will provide advice and guidance when this is required.
- Provisions for graphic design content in files requested by png, Jpeg, PDF and/or otherwise. This includes e-format in both high and low resolutions, as well as print with and without bleed, where necessary as requested.
- Provide graphic design advice and guidance when sought.
- Plan and execute all specific tasks within budget and timelines.
- Liaise with printers where required to ensure design files are printed to completion to a high standard.
- Graphic design in content other than English when required for which an agreed upon process for completion of this will be finalised before work commences.
- At times there may be a need to provide the graphic design files for storage by SPREP, this will be highlighted before the work commences.

The range of graphic design work is as per the below with further details provided:

- The scope of work is for graphic design of the following for which the page numbers, size and style will be dependent upon the output requirements and the content itself.
 - These must appeal to Pacific island audiences and contain Pacific island, and SPREP, visibility within them.
 - Where required there may be need to include design of tables and infographics within reports themselves.
 - With each graphic design job a package will be providing that will include guidance and the range of image and logos to be included.
 - It will be specified as to if the design is for print, or digital sharing.
-
- Factsheets: double sided these may be printed or shared in digital format and will contain logos and imagery.

- Six-page case studies 3-page fold out: double sided, these may be printed or shared in digital format and will contain logos and imagery.
- Postcards: double sided, these may be printed or shared in digital format and will contain logos and imagery.
- Multi-paged reports: from 8 pages to 100+ pages pending content, may be printed or shared in digital format and may or may not contain tables, infographics, and imagery and logos other than SPREP.
- Posters: single sided, may be printed or shared in digital format and will contain imagery, logos and infographics or diagrams.
- Content for posting to social media such postcards, e-notices, e-invites: even though for digital sharing these may be printed also. Will contain logos and imagery.
- Web graphics: digital sharing only and may include mastheads amongst other content requirements for which dimensions will be provided.
- Brand guides: text will be provided, will require colour codes, layout of logos and imagery where required. these are to be provided in digital format.
- Pull up banners: for print, for which the dimensions will be provided.
- Media sleeves: for print for which the dimensions will be provided, will require use of imagery.
- Promotional content design within required dimensions (may include but not limited to reusable bags, apparel such as t-shirts, lanyards, lunchboxes)
- Digital content (social media tiles, e-billboard designs, TV graphics)
- Infographics: mainly for digital use but may also be printed, details will be provided.
- Tables and diagrams: mainly for digital use but may also be printed, details will be provided.
- Brands: for digital use, may not necessarily include logo design but be more around designing gradient colour suites.
- Powerpoint templates: inclusive of logos
- Graphics in a range of sizes, for digital use noting may be part of brand requirements ie letterheads, portrait and landscape brandcards for backgrounds.
- DL brochures: for both digital and print, will include imagery and logos.
- SPREP Annual Report: for digital format and can range from 40 – 80 pages, will include imagery and infographics and diagrams.
- Motifs for SPREP use only in digital format.
- Map graphics for digital and print use.

Reporting

The preferred graphic designers will work closely with the SPREP Communications and Outreach Unit. They will coordinate the procurement of services, provide the guidance and advice as well as the package of work and once the initial drafts are received they will facilitate the process of edits until an approved design is ready for the final stage.

2.2 User Numbers

At the end of 2025, across a one-year period over 300 products required graphic design support.

Section 3: Our Evaluation Approach

This section sets out the Evaluation Approach that will be used to assess responses.

3.1 Prerequisites for Eligibility

To be eligible, you must declare that:

- a. You have no outstanding bankruptcy, insolvency or winding up procedures, breach of obligations relating to the payment of taxes or social security contributions, fraudulent or negligent practice, violation of intellectual property rights, under a judgement or pending legal action by the court that could impair operating as a going concern, grave professional misconduct including misrepresentation, corruption, participation in a criminal organisation, money laundering or terrorist financing, child labor and other trafficking in human beings, deficiency in capability in complying main obligations, creating a shell company and being a shell company.
- b. You currently do not employ, or anticipate employing, any person(s) who is or was recently employed by SPREP within the last 12 months as per the stand down period.
- c. Your subsidiaries, agents, intermediaries, and sub-contractors agree to cooperate with SPREP during any investigative processes undertaken by them, either before, during or after execution of a contract, including providing all required documents, company records, access to employees, officers, and staff, as well as financial information.

3.2 Pre-conditions

Each response must meet all these pre-conditions. Responses which fail to meet one or more of these pre-conditions will be eliminated from further consideration.

Respondents who are unable to meet all pre-conditions should conclude that they will not benefit from submitting a response.

#	Pre-condition
PC01	Interested suppliers must be registered, provide copies of business/company registration. Individuals to provide Tax Identification Number (TIN) Letter (as per relevant national legislations)
PC02	Compliance with SPREP's EOI terms and conditions as noted in Section 4 of the EOI

3.3 Evaluation Model

The evaluation model that will be used to shortlist responses is weighted attributes.

3.4 Evaluation Criteria

Responses which meet all pre-conditions will be evaluated on their merit according to the following evaluation criteria and weightings.

Criterion	Weighting
1. At least six years' graphic design experience, demonstrated to a high, professional standard that is clear, both creative, applies new trends and broad range of content, provide at least eight (8) recent examples of your work with an indication of how long it took to develop the first draft of each one.	30%
2. Understands the SPREP ethos, Membership and identity and is capable of receiving guidance from SPREP to complete work. Provide evidence of excellent work ethics including but not limited to responsiveness of your services, ability to take instruction, capable of meeting deadlines to be agreed upon in advance, including urgent deadlines with timelines agreed upon in advance and proficiency in working unsupervised until task is completed to a high standard including at least three (3) references.	20%
3. Qualified personnel to undertake the graphic design service requirements; staff profile and/ or CVs of staff involved must be provided.	20%
4. Company's profile including copies of relevant business registrations, TIN, applicable licenses and insurance policies.	10%
5. Familiarity with designing for a broad range of audiences such as Pacific Island audiences, as well as the global community.	10%

Demonstrated ability to design work in languages other than English.	
6. Capacity to work with printers, and provide design files for SPREP when required.	10%
Total weightings	100%

3.5 Scoring

The following scoring scale will be used in evaluating responses. Scores by individual panel members may be modified through a moderation process across the whole evaluation panel. Costing information provided in the Response Form 2 will also be taken into account.

Rating	Definition	Score
EXCELLENT significantly exceeds the criteria	Exceeds the criteria. Exceptional demonstration by the respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criteria. Proposal identifies factors that will offer potential added value to SPREP with supporting evidence.	9-10
GOOD exceeds the criteria in some respects	Satisfies the criteria with some additional benefits. Above average demonstration by the respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criteria. Proposal identifies factors that will offer potential added value to SPREP with supporting evidence.	7-8
ACCEPTABLE meets the criteria in full, but at a minimal level	Satisfies the criteria. Demonstration by the respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criteria, with supporting evidence.	5-6
MINOR RESERVATIONS marginally deficient	Satisfies the criteria with minor reservations. Some minor reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criteria, with little or no supporting evidence.	3-4
SERIOUS RESERVATIONS significant issues that need to be addressed	Satisfies the criteria with major reservations. Considerable reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criteria, with little or no supporting evidence.	1-2
UNACCEPTABLE significant issues	Does not meet the criteria. Does not comply and/or insufficient information provided to demonstrate that the respondent has the ability, understanding, experience,	0

Rating	Definition	Score
not capable of being resolved	skills, resource and quality measures required to meet the criteria, with little or no supporting evidence.	

Section 4: EOI Process, Terms and Conditions

Note to suppliers and Respondents

- In managing this procurement, SPREP will endeavour to act fairly and reasonably in all its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
- This section contains SPREP's standard EOI process, Terms and Conditions (shortened to EOI – Terms) which apply to this procurement.
- Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means *“a person, organisation, business or other entity that submits a response to the EOI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier which is any other business in the market place that does not submit a response.”* Definitions are at the end of this section.
- If you have any questions about the EOI -Terms please get in touch with our Point of Contact.

EOI Process

Preparing and submitting a Registration

4.1 Preparing a Registration

- a. Respondents are to use the Response Form provided and include all information requested by SPREP in relation to the EOI.
- b. By submitting a response, the Respondent accepts that it is bound by the EOI Process, Terms and Conditions (EOI-Terms) contained in Section 4.
- c. Each Respondent will:
 - i. examine the EOI and any documents referenced in the EOI and any other information provided by SPREP
 - ii. if appropriate, obtain independent advice before submitting a response
 - iii. satisfy itself as to the correctness and sufficiency of its response.

4.2 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the EOI. If there is any perceived ambiguity or uncertainty in the EOI document/s Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to SPREP's Point of Contact. SPREP will respond to requests in a timely manner, but not later than the deadline for SPREP to answer Respondent questions in Section 1, paragraph 1.2.a, if applicable.
- c. If SPREP considers a request to be of sufficient importance to all Respondents, it may provide details of the question and answer to other Respondents. In doing so SPREP may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer will be posted on the tenders site. A Respondent may withdraw a request at any time.
- d. In submitting a request for clarification, a Respondent is to indicate, in its request, any information that is commercially sensitive. SPREP will not publish such commercially sensitive information. However, SPREP may modify a request to eliminate such commercially sensitive information, and publish this and the answer where SPREP considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.

4.3 Submitting a Registration

- a. Each Respondent is responsible for ensuring that its Registration is received by SPREP at the correct address on or before the Deadline for Registrations. SPREP will acknowledge receipt of each Registration.
- b. SPREP intends to rely on the Respondent's response and all information provided by the Respondent (e.g. in correspondence). In submitting a response and communicating with SPREP each Respondent should check that all information it provides to SPREP is:
 - i. true, accurate and complete and not misleading in any material respect

- ii. does not contain intellectual property that will breach a third party's rights.

Assessing Registrations

4.4 Evaluation panel

- a. SPREP will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, SPREP may invite independent advisors to evaluate any Registration, or any aspect of any Registration.

4.5 Third party information

- a. Each Respondent authorises SPREP to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Registration.
- b. Each Respondent is to ensure that all referees listed in support of its Registration agree to provide a reference.
- c. To facilitate discussions between SPREP and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

4.6 SPREP's clarification

- a. SPREP may, at any time, request from any Respondent clarification of its Registration as well as additional information about any aspect of its Registration. SPREP is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. SPREP may take such clarification or additional information into account in evaluating the Registration.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, SPREP may cease evaluating the Registration and may eliminate the Registration from the process.

4.7 Evaluation and shortlisting

- a. SPREP will base its initial evaluation on the responses submitted in response to the EOI. This evaluation will be in accordance with the Evaluation Approach set out in the EOI. SPREP may adjust its evaluation of a Registration following consideration of any clarification or additional information as described in paragraph 4.6.
- b. In deciding which Respondent/s to shortlist SPREP may take into account any of the following additional information:
 - i. the results from due diligence
 - ii. any matter that materially impacts on SPREP's trust and confidence in the Respondent
 - iii. any relevant information that SPREP may have in its possession.

- c. SPREP will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by SPREP of the Respondent's Registration, or imply or create any obligation on SPREP to enter into negotiations with, or award a Contract for delivery of the Requirements to any shortlisted Respondent/s. At this stage in the EOI process SPREP will not make public the names of the shortlisted Respondents.

4.8 Issues and complaints

- a. A Respondent may, in good faith, raise with SPREP any issue or complaint about the EOI, or the EOI process at any time.
- b. SPREP will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. SPREP and Respondent each agree to act in good faith and use its best endeavours to resolve any issue or complaint that may arise in relation to the EOI.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by SPREP to unfairly prejudice the Respondent's ongoing participation in the EOI process or future contract opportunities.

EOI conditions

4.9 SPREP's Point of Contact

- a. All enquiries regarding the EOI must be directed by email to SPREP's Point of Contact. Respondents must not directly or indirectly approach any representative of SPREP, or any other person, to solicit information concerning any aspect of the EOI.
- b. Only the Point of Contact is authorised to communicate with Respondents regarding any aspect of the EOI. SPREP will not be bound by any statement made by any other person.
- c. SPREP may change the Point of Contact at any time. SPREP will notify Respondents of any such change. This notification may be posted on the tenders websites or sent by email.
- d. Where a Respondent has an existing contract with SPREP then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby SPREP, solicit information or discuss aspects of the EOI.

4.10 Conflict of Interest

- a. Each Respondent must complete the Conflict of Interest declaration in Section 3 of the Response Form. and must immediately inform SPREP should a Conflict of Interest arise during the EOI process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the EOI process.

4.11 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of SPREP in relation to the EOI.

- b. A Respondent who attempts to do anything prohibited by paragraphs 4.10. and 4.12.a. may be disqualified from participating further in the EOI.
- c. SPREP reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the EOI process to ensure probity of the EOI process.

4.12 Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their responses or other submissions or in any discussions with SPREP. Such behaviour will result in the Respondent from being disqualified from participating further in the EOI process. The Respondent warrants that its response has not been prepared in collusion with a Competitor.
- b. SPREP reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Registration.

4.13 Confidential Information

- a. SPREP and the Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 4.14. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. SPREP and Respondent may each disclose Confidential Information to any person who is directly involved in the EOI process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the EOI.
- c. Respondents acknowledge that SPREP's obligations under paragraph 4.14.a. are subject to requirements imposed by obligations imposed by Samoan law. SPREP will not be in breach of its obligations if Confidential Information is disclosed by SPREP to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour. Where SPREP receives a request from a lawful authority that relates to a Respondent's Confidential Information SPREP will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

4.14 Confidentiality of EOI information

- a. For the duration of the EOI, to the date of the announcement of the Successful Respondent, or the end of the procurement process, the Respondent agrees to keep the EOI strictly confidential and not make any public statement to any third party in relation to any aspect of the EOI, the EOI process or the award of any Contract without SPREP's prior written consent.
- b. A Respondent may disclose information relating to the EOI to any person described in paragraph 4.13.b. but only for the purpose of participating in the EOI. The Respondent must take reasonable steps to ensure that such recipients

do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the EOI.

4.15 Costs of participating in the EOI process

- a. Each Respondent will meet its own costs associated with the preparation and presentation of its responses and any negotiations.

4.16 Ownership of documents

- a. The EOI and its contents remain the property of SPREP. All Intellectual Property rights in the EOI remain the property of SPREP or its licensors. SPREP may request the immediate return or destruction of any or all EOI documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Respondents response will, when delivered to SPREP, become the property of SPREP. Responses will not be returned to Respondents at the end of the EOI process.
- c. Ownership of Intellectual Property rights in the Registration remain the property of the Respondent or its licensors. However, the Respondent grants to SPREP a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Registration for any purpose related to the EOI process.

4.17 No binding legal relations

- a. Neither the EOI, nor the EOI process, creates a process contract or any legal relationship between SPREP and any Respondent, except in respect of:
 - i. the Respondent's declaration in its response
 - ii. the Respondent's statements, representations and/or warranties in its response and in its correspondence with SPREP
 - iii. the Evaluation Approach to be used by SPREP to assess responses as set out in Section 3, and in the EOI-Terms
 - iv. the standard EOI conditions set out in paragraphs 4.10 to 4.22
- b. Each exception in paragraph 4.18.a. is subject only to SPREP's reserved rights in paragraph 4.19.
- c. Except for the legal obligations set out in paragraph 4.17.a. no legal relationship is formed between SPREP and any Respondent unless and until a Contract is entered into between those parties.

4.18 Elimination

- a. SPREP may exclude a Respondent from participating in the EOI process if SPREP has evidence of any of the following, and is considered by SPREP to be material to the EOI:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the EOI process
 - ii. the Registration contains a material error, omission or inaccuracy
 - iii. the Respondent is in bankruptcy, receivership or liquidation

- iv. the Respondent has made a false declaration
- v. there is a serious performance issue in a historic or current contract delivered by the Respondent
- vi. the Respondent has been convicted of a serious crime or offence
- vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
- viii. the Respondent has failed to pay taxes, duties or other levies
- ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
- x. the Respondent is a person or organisation designated as a terrorist.

4.19 SPREP's additional rights

- a. Despite any other provision in the EOI SPREP may, on giving due notice to Respondents:
 - i. amend, suspend, cancel and/or re-issue the EOI, or any part of the EOI
 - ii. make any material change to the EOI (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b. Despite any other provision in the EOI SPREP may:
 - i. accept a late Registration if it is SPREP's fault that it is received late
 - ii. in exceptional circumstances, accept a late Registration where it considers that there is no material prejudice to other Respondents. SPREP will not accept a late Registration if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Registration
 - iii. in exceptional circumstances, answer questions submitted after the Clarification Period ends
 - iv. accept or reject any response, or part of a response
 - v. accept or reject any non-compliant, non-conforming or alternative Registration
 - vi. decide not to enter into a Contract with any Respondent
 - vii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - viii. provide or withhold from any Respondent information in relation to any question arising in relation to the EOI. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
 - ix. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent
 - x. waive irregularities or requirements in the EOI process where it considers it appropriate and reasonable to do so.

- c. SPREP may request that a Respondent agrees to SPREP:
 - i. selecting any individual element/s of the Requirements that is offered in a Registration and capable of being delivered separately, unless the Registration specifically states that the Registration, or elements of the Registration, are to be taken collectively
 - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

4.20 Samoan law

- a. The laws of Samoa shall govern the EOI process and each Respondent agrees to submit to the exclusive jurisdiction of the Samoan courts in respect of any dispute concerning the EOI or the EOI process.

4.21 Disclaimer

- a. SPREP will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the EOI process.
- b. Nothing contained or implied in the EOI, or EOI process, or any other communication by SPREP to any Respondent shall be construed as legal, financial or other advice. SPREP has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of SPREP is USD1.

4.22 Precedence

- a. Any conflict or inconsistency in the documents forming the EOI shall be resolved by giving precedence in the following descending order:
 - i. Section 4 (EOI-Terms)
 - ii. all other Sections of this EOI document
 - iii. any additional information or document provided by SPREP to Respondents through SPREP's Point of Contact.

If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Definitions

In relation to this EOI the following words and expressions have the meanings described below.

Business Day	Any weekday in Samoa, excluding Saturdays, Sundays, Samoa public holidays.
Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the EOI or in general.
Confidential Information	Information that: a. is by its nature confidential b. is marked by either SPREP or a Respondent as ‘confidential’, ‘commercially sensitive’, ‘sensitive’, ‘in confidence’, ‘top secret’, ‘secret’, classified’ and/or ‘restricted’ c. is provided by SPREP, a Respondent, or a third party in confidence d. SPREP or a Respondent knows, or ought to know, is confidential. Confidential information does not cover information that is in the public domain through no fault of either SPREP or a Respondent.
Conflict of Interest	A Conflict of Interest arises if a Respondent’s personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to SPREP under the EOI or in the provision of the goods or services. It means that the Respondent’s independence, objectivity or impartiality can be called into question. A Conflict of Interest may be: a. actual: where the conflict currently exists b. potential: where the conflict is about to happen or could happen, or c. perceived: where other people may reasonably think that a person is compromised.
Contract	The written contract/s entered into by SPREP and Successful Respondent/s for the delivery of the Requirements.
Deadline for Responses	The deadline that responses are to be delivered or submitted to SPREP as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to SPREP as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by SPREP to evaluate responses as described in Section 3.
EOI	Means SPREP’s call for Expressions of Interest.
Expression of Interest	SPREP’s call for Expressions of Interest comprises the EOI document (including the EOI-Terms) and any other schedule, appendix or document attached to EOI, and any subsequent information provided by SPREP to Respondents through SPREP’s Point of Contact.
EOI-Terms	Means the Process, Terms and Conditions that apply to this Registration of Interest Conditions as described in Section 4.
EOI Process, Terms and Conditions (shortened to EOI-Terms)	SPREP’s standard terms and conditions that apply to this EOIs as described in Section 4. These may be varied subsequent to the release of the EOI by SPREP on giving notice to Respondents.

Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Point of Contact	SPREP and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the EOI process. SPREP's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its response.
Response	The response a Respondent submits in reply to SPREP's EOI. It comprises the Response Form, the Respondent's registration and all other information submitted by a Respondent.
Requirements	The goods and/or services described in Section 2 which SPREP intends to purchase.
Respondent	A person, organisation, business or other entity that submits a response in response to the EOI. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the marketplace that does not submit a Registration.'
Response Form	The form and declaration prescribed by SPREP and used by a Respondent to respond to the EOI, duly completed and submitted by a Respondents as part of its response.
