



**REQUEST FOR QUOTATION:
MINOR WORKS**



APIA PRESSURE SEWER CHAMBERS RECTIFICATION WORKS PHASE 2
RFQ No. SWA-WW2W/2023

June 2023

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PART 1: INVITATION TO QUOTE

1. Background

The Samoa Water Authority (SWA or “the Principal”) is a Government Corporation governed by its principal Legislation, the Samoa Water Authority Act 2003. SWA is the national service supplier of water services in Samoa. This includes wastewater services provided only for the central business area.

Quotations are invited for the rectification works of the Authority’s Apia Pressure Sewer Chambers Phase 2.

2. Request for Quotations

Eligible companies are hereby invited to provide quotations for the above-mentioned works. Tendering is open to all qualified and eligible companies who meet the criteria set out in Parts 2 and 3 of this Request for Quotations (RFQ) document.

3. Compulsory pre-bid meeting and site visit

A compulsory pre-bid meeting and site visit with the Principal is scheduled to take place on **Monday 19th June 2023 at 10:00am (Local Time); meeting point at the Principals Wastewater Treatment Plant Office at Sogi, Apia.**

Interested bidders are encouraged to attend the site visit in order to gauge the condition of the sites in preparation of their quotation. Failure to attend the site visit AND indicated attendance by signing the attendance register will result in automatic disqualification.

4. Contact Persons

All related queries shall be sent in writing to Sharon Lesa – Engineer Wastewater Division on email sharon.lesa@swa.gov.ws and Cc: Seiuli Timothy Betham – Manager Wastewater Division on email Timothy.Betham@swa.gov.ws

5. Submission of Quotation

Bidders must provide a quotation using the Request for Quotation Form (Part 4). **All bidders shall provide one (1) original + three (3) copies.** Quotations must attach supporting documents in accordance with the requirements of the RFQ Document and deposited in the marked tender box, addressed as follows:

Managing Director
Samoa Water Authority
Level 2, Tui Atua Tupua Tamasese Efi Building
SAVALALO

E-mail and /or faxed submissions will not be accepted and late submissions will not be considered.

The submission deadline for quotations is **Monday 03rd July at 11:00am (Local Time)**

PART 2: INSTRUCTIONS TO BIDDERS

1. Scope

- a. The Principal is the *Samoa Water Authority acting by and through the Managing Director*.
- b. The Scope of Works is attached to and forms part of this Contract and is along with all other attached documents to be read together with these Instructions to Bidders.
- c. This Request for Quotation (RFQ) applies to the provision of MINOR GENERAL WORKS up to SAT\$150,000. The term "Bid" and "Quotation shall be used interchangeably to mean the bid submitted by the bidder by the Submission Deadline in response to the RFQ.

2. Bidder Eligibility & Qualification- the Bidder shall be a bona fide small business known by the Principal to be suitably qualified, experienced and financially sound and resourced.

THE BIDDER SHALL ALSO PROVIDE:

- a. A copy of its currently valid and relevant Ministry for Revenue Business License and VAGST certificate. **OR**
A signed letter from the Ministry for Revenue confirming that their business is not currently registered for VAGST. The letter must be dated no later than one (1) month from the Submission Deadline for this RFQ.
- b. A Power of Attorney or Letter of Authority (refer to Annex 1) for the signatory of the Quotation to represent the Contractor, sign the Quotation and accept the Purchase Order, if the signatory is not a company director.
- c. Bank Statement from the last three (3) months OR a letter of credit of at least \$50,000.00 from a reputable bank.
- d. Detailed work programme detailing stages of the works from its commencement to its completion in accordance with the duration required by the RFQ.
- e. Detailed proposed methodology demonstrating bidder's understanding of the works required.
- f. Signed and dated CVs of the proposed Engineer, Plumber and Foreman. **(Refer to Part 5 for evaluation criteria each nominated key personnel must meet)**
- g. List of company's past works over the last 8 years demonstrating the company's *relevant* experience in the installation of pre-fabricated tanks or works of similar nature and complexity.

Failure to submit any of the required schedules and documents may result in disqualification of the Quote and the Principal reserves the right to DISQUALIFY any non-conforming quote.

3. Responding to the Request for Quotation

- a. The Bidder shall take care to comprehend applicable drawings, specifications & bill of quantities.

- b. The Bidder shall enter the total price on the Request for Quotation form.
- c. In submitting its quotation, the Bidder should conform to stated provisions for quotation validity and completion period. All proposed variation from stated conditions shall be justified in a covering letter.
- d. The Bidder is responsible for providing a complete and correct quotation which includes a completed RFQ Form signed by the Authorised Officer. This form must be used and no alterations shall be made to format and no substitutes shall be accepted by the Principal. An incomplete quotation may be grounds to **REJECT** any quotation submitted.
- e. The Bidder shall bear all costs associated with the preparation and submission of the Bid and in no case whatsoever shall the Principal be responsible or liable for any costs incurred by the Bidder.
- f. Bidders are required to declare **any** conflict of interest which may arise in particular as a result of economic ties/relations, political, family or emotional ties/relationships, or any other relevant connections or shared interest with any party involved in the RFQ process including officers and employees of the Principal. Failure to declare conflicts of interest is grounds for disqualification and the Principal reserves the right to terminate any subsequent contract and seek costs or compensation against the Bidder for Failing to declare. **ALL** Bidders must complete and submit with their Quotation the Declaration of Conflict of Interest form included in these Tendering Documents as Annex 3. Failure to complete and submit the Form is grounds for disqualification.
- g. In making and submitting the Quotation, the Bidder represents that it:
 - i. has read, understood and made the Quotation in accordance with the provisions of the RFQ Documents;
 - ii. the Bidder has the expertise, human resources, plant and machinery and financial capacity to perform the Services and discharge all the obligations under the RFQ Documents; and
 - iii. that at the time of submitting the Quotation, the Bidder (and all approved subcontractors if any) has the appropriate current and active licenses to carry on business and perform the Services.

4. Quotation Price

- a. All prices shall be quoted in Samoan Tala (SAT\$). If an item is not priced, the price for that item shall be assumed to be included in the prices of other items listed.
- b. Prices shall be fixed for the duration of the specified completion period for the works and not be made subject to any variations whatsoever unless otherwise approved by the Principal. A Bid submitted with an

adjustable price quotation shall be treated as nonresponsive and be rejected.

- 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 any relevant tax. DO NOT include VAGST in your quote if your company is not registered for VAGST or if the annual value of your supplies has fallen below the threshold imposed by the Ministry for Revenue and your company has applied to the Ministry for cancellation of registration.

5. Compulsory Pre-Bid Meeting and Site Visit

- a. A compulsory pre-bid meeting and site visit to inspect the site shall take place on **Monday 19th June 2023 at 10.00am**. The meeting point for the site inspection is specified in the invitation to quote.
- b. The representative attending the site visit is deemed to be the authorised representative of the bidder for the purposes of the site visit and all that it entails. A representative of one bidder **CANNOT** sign for another bidder (ONE REPRESENTATIVE PER BIDDER) and this can be grounds for DISQUALIFICATION.
- c. Failure to attend the site visit AND indicate attendance by signing the attendance register will result in automatic disqualification from the RFQ process unless otherwise determined by the Principal who shall have absolute discretion in the matter.

6. Exclusion

- a. A Bidder who, without good cause, withdraws during the period of Bid Validity, does not accept corrections of errors, fails to accept the Purchase Order if offered or fails to produce the Performance Security (if required) will be excluded from participating in the Principal's RFQ processes for one year from the date such exclusion is notified.

7. Quotation Submission

- a. Bidders shall submit only one quotation which must be signed by the Authorised Officer who is authorized to submit the quotation on behalf of the bidder.
- b. The Quotation may not be submitted orally, electronic email any other means other than in accordance with the RFQ. Bids submitted in this matter will be REJECTED AND DISQUALIFIED from consideration.
- c. Quotations shall be submitted to the Principal's **address stated on the Request for Quotation** no later than the Submission Deadline.
- d. Late quotation will not be considered and shall be returned to the bidder unopened. However, the Principal reserves the right to retain and open late quotations if the number of quotations received is less than three.

8. Quotation Opening

- a. The opening of quotations will be undertaken by officers of the Principal. It shall be open to bidders to attend and shall take place immediately after the submission deadline unless otherwise delayed by unforeseen circumstances.

- b. Public opening shall only denote the name of the bidder and the total price quoted and shall not disclose commercially sensitive information.
- c. The results of the quotation evaluation shall be notified, denoting only the successful Bidder.

9. Quotation Evaluation & Contract Award

- a. The Principal reserves the right to require the bidder to verify any information in the quotation including price, and any Quotation may be **REJECTED AND DISQUALIFIED** if the Principal is not satisfied with the information furnished.
- b. Quotation shall be evaluated to establish substantial responsiveness to eligibility & qualification requirements, specified schedules and commercial conditions.
- c. The Principal may check for and correct arithmetical errors. After such checking and correction, the quotation of the bidder found to be substantially responsive shall be evaluated for lowest evaluated price which shall be the basis of award.
- d. Award notification shall be effected through the issuance of a Purchase Order by the Principal and that shall be the Contract.
- e. The Contractor shall confirm acceptance of the Purchase Order by taking and receiving the Original Contract.
- f. Notwithstanding the above, the Principal reserves the right to accept or **REJECT** any quotations. The Principal also reserves the right to cancel the quotation process at any time prior to award. In no event shall the Principal be liable for any damages or loss whatsoever in any way connected with the cancellation of the quotation process.

10. Bid Security

- a. A Bid Security is not required
- b. The Bid shall be valid for the Validity Period of 60 calendar days from the Submission Deadline including any extensions. Failure to comply with the Validity Period may be grounds for disqualification.

PART 3: SCHEDULE OF WORKS: SCOPE OF WORKS, TENDERING FORMS & LIST OF DRAWINGS

APIA PRESSURE SEWER CHAMBERS RECTIFICATION WORKS – PHASE 2

I. SCOPE OF WORK

This agreement covers the supply of **ALL** labor, plant, permits and **SOME** of the materials required for the completion of the works specified herein or shown on the standard drawings.

The duration of the works shall not exceed 30 working days from the start date.

Key elements of the Works include:

1. Supply and establishment of all labour and materials to the site necessary to carry out the works.
2. Remove existing aluminum lid/ concrete lid used by the pressure sewer tanks and install new ductile iron manhole cover(s).
3. Install new concrete plinth surround to accommodate the new manhole cover(s) (16 sites).
4. All concrete shall have a minimum concrete strength of 25 MPa.
5. Must ensure that all new lids are sealed properly to limit stormwater infiltration during wet weather.
6. Ensure all safety precautions and measures are adhered to before, during and at completion of the works. Some of the works will be taking place in crowded public areas of the Apia CBD, thus safety measures will need to be enforced to ensure that the works will not affect the travelling public.
7. Clean site upon completion of all construction works. Remove any debris or rubbish.
8. Reinstatement of all surfaces disturbed by the works.

Technical Specifications Guideline

1. Please refer to the attached design drawings outlining the general pump station ductile iron gatic cover layout. The drawings also include the dimensions of the ductile iron covers and concrete plinth surround.
2. All ductile iron covers will be supplied by SWA under this scope of works. The Contractor is to allow for the pickup and transportation of the DI covers to the job site.
3. The pump stations with a single lid cover have a clear opening of 690mm by 690mm, while the double lids have clear opening of 1090mm by 1090mm. These dimensions must be maintained when the pump stations are retrofitted with the new ductile iron covers.
4. All backfill materials shall adhere to the technical specifications shown in the design drawings.
5. Contractor will need to use ready-mixed concrete due to limited space at the worksites for onsite concrete mixing. The Contractor is also allowed to pre-mix their concrete at the Sogi WWTP for ease of transport to the work sites.
6. Contractor must also ensure that the sewer tank body will not be affected (cracked or deformed) when conducting the rectification works, as it will result in a liability fee being issued by SWA to the contractor.

II. PRICE SCHEDULE

Bidder must include in their bid all labour and materials other than those specified to be supplied by the SWA. This should include management supervision, concrete tests, transport, removal of construction rubbish, restoration of the work site, documentation, permits or approvals and applicable taxes.

Item	Work Description	Property Name	Location	Qty	Rate (SAT\$)
1	Remove Existing aluminum lid and install new cast iron manhole cover (Single Lid)	Alaisa Chan Wai/Toga Potoi	Matafele	1	
		Tuimaselina Holdings Pty Ltd	Matafele	1	
		Public Toilets Eleele Fou	Eleele Fou	1	
		Public Toilets Sogi (MWCSO)	Sogi	1	
		CCK/Elaine MAR	Saleufi	1	
		Gold Star Building	Matafele	1	
		Chandra House	Saleufi	1	
		IH Carruthers West	Savalalo	1	
		Frankies Supermarket	Fugalei	1	
		Mcdonald's Building	Sogi	1	
		Skippy's Restaurant	Matafele	1	
		Samoa Post	Matafele	1	
2	Remove existing lids (concrete or aluminum) and replace with new cast iron manhole cover (Double Lids)	TATTE Building Site 1	Sogi	1	
		TATTE Building Site 2	Sogi	1	
		Nurses Hostel	Moto'otua	1	
		Sheraton Hotel	Matautu	1	
				SUB-TOTAL	
				VAGST	
				TOTAL	

III. DAYWORKS SCHEDULE

When Dayworks is ordered by the Employer, payment will be made for Labour, Materials and Plant as follows.

Definition	Unit	Rate (SAT\$) (excl. VAGST)
Construction Foreman	Hour	\$
Construction Labourer	Hour	\$
Construction Carpenter	Hour	\$
Construction Steel Worker/Welder	Hour	\$
Unskilled labour	Hour	\$
Excavator 1t to 3t	Hour	\$
Generator	Hour	\$
Reinstatement of hard surfaces i.e. concrete or asphalt	m ²	\$
Any other machinery deemed necessary by the Contractor to complete the Works	Hour	\$

I. LIST OF KEY PERSONNEL

Proposed Key Personnel

1.	Title of position: Foreman/ Supervisor
	Name:
2.	Title of position: Labourers
	Name(s):

II. DRAWINGS

Refer to PDF File on the Principal’s Website for following documents:

File Name:

- *DWG - WW2W Double Lid Details.pdf*
- *DWG - WW2W Single Lid Details.pdf*
- *SWA-WWD_Typical Building Connection Detail.PDF*
- *SWA-WWD_Typical Property Drain Connection Pump Unit Exclusion Zone.PDF*



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

Principal Name

Samoa Water Authority

Principal Address

Tui Atua Tupua Tamasese Efi Building, Savalalo

Contact Details

Phone: (685) 20409

PART 4: REQUEST FOR QUOTATION FORM: Minor Works up to SAT\$150,000

RFQ NAME.	APIA PRESSURE SEWER CHAMBERS RECTIFICATION WORKS PHASE 2		RFQ No.	SWA-WW2W/2023
TO	CONTRACTOR NAME			
	CONTACT PERSON		TEL. No.	
	OFFICE ADDRESS			

Please provide your quotation to the above office by **Monday 03rd July 2023 at 11:00am (Local Time)**

Bid Validity	60 days	Defects Liability Period	12 months
Required Completion Period	30 working days from Start Date	Bid Security	Not required
Required Completion Date	30 working days from the Start Date	Bid Security type	Not applicable
THE SUPERVISING TECHNICAL ENTITY IS:	Wastewater Division, Samoa Water Authority		
THE DELEGATE IS:	Manager Wastewater Division – Seiuli Timothy Betham (p) 20409		

PLEASE SUBMIT THE FOLLOWING TECHNICAL SCHEDULES (“✓” denotes required attachments)					
METHOD STATEMENT	✓	PROJECT PERSONNEL ORGANISATION CHART -key personnel and designation and/or teams	✓	WORK PROGRAMME/ BAR CHART -logical and within given timeframe	✓
DAY WORKS SCHEDULES	✓	SIGNED & DATED CV's of KEY PERSONNEL -demonstrate relevant experience and / or qualifications	✓	LIST OF PAST & RELEVANT WORKS	✓

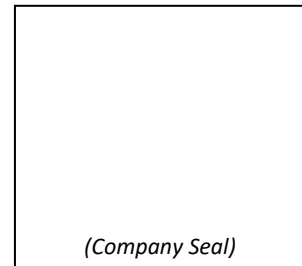
	Work Item Description	Amount(SAT)
1	APIA PRESSURE SEWER CHAMBERS RECITFCATION WORKS PHASE 2	
2	VAGST (15% of Total All Bills)	
3	GRAND TOTAL (VAGST incl.)*	
	Attach sheet for additional items	

We certify that we comply with eligibility & National Ownership requirements of Instructions to Bidders Clause 2. (overleaf). If our offer is accepted, we undertake (a) to deliver required minor services in accordance with our offer above, and the schedules, quantities & specifications provided by the Principal; and (b) to abide by this quotation for the Validity Period stated above

Signature of authorized representative

Full name and position of authorized representative

Signed this day of2023



(Company Seal)

PART 5: TERMS AND CONDITIONS OF CONTRACT

The following documents shall form part of the Purchase Order:

- (a) The Purchase Order Form
- (b) Terms and Conditions of Contract
- (c) Schedule 1 – Scope of Works
- (d) Schedule 2 - The Drawings
- (e) Schedule 3 - Bill of Quantities
- (f) Schedule 4 - Dayworks Schedules
- (g) Schedule 5 - List of Key Personnel

THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF WORKS

1.1 The Contractor, as an independent Contractor, shall perform the works set out in the Scope of Works (Schedule 1) (collectively referred to as the Works):

2. COMMENCEMENT OF CONTRACT

2.1 The Contractor shall commence the Works on (*insert date*) (referred to as the Commencement Date).

3. DURATION OF CONTRACT

3.1 The duration of the Contract shall be **30 working days** from the Commencement Date unless otherwise extended in accordance with the contract.

3.2 The Intended Completion Date shall be **30 working days** from the Commencement Date. The duration and the Intended Completion Date may be extended at the discretion of the Managing Director.

4. CONTRACTOR'S ADHERENCE TO LAW

4.1 The Contractor shall in executing the Works under this Contract comply with any Acts of Parliament, regulations, ordinances, local laws, and by-laws or of any lawful direction of any authority that has jurisdiction over the Works.

5. ENTIRE PURCHASE ORDER AND VARIATIONS

5.1 This Contract contains the entire agreement between the parties and supersedes all prior agreements, negotiations, representations and proposals, written and oral. Any Schedules attached hereto form part of this Purchase Order.

5.2 No amendment, or variation of this Contract shall be effective unless set forth in writing signed by a duly authorized representative of each party prior to any such variation taking place.

6. PERFORMANCE AND SAFETY STANDARDS

6.1 The Contractor agrees to perform the Works in accordance with statutory requirements and best practice.

6.2 The Contractor and its employees and/or agents must also ensure that all required safety and protection clothing and equipment are used when performing the Works.

6.3 The Contractor shall ensure that safety measures and precautions are adhered to by its employees/agents. The Contractor shall also take measures to ensure the safety of the public and inspecting officers and property under this Contract while undergoing the works. The Contractor shall be responsible for any injury, loss or damage caused

due to its failure to undertake these safety measures and precautions.

6.4 The Contractor shall take all necessary steps to ensure that Liner and other tank elements are not lost, stolen or damaged from time of receipt, transportation, storage, installation and completion and handover of works. Damage to Liner and other elements during this period will result in Contractor immediately making good the damage or loss either by remedial works or by replacement of a new liner and other elements. Both parties may discuss the method to make good the damage(s)/loss but the final decision belongs to the Principal and the Contractor shall abide by it. Failure by the Contractor to abide by the Principal's decision is grounds for termination and DISQUALIFICATION of the Contractor from any future procurement with the Principal. The Principal reserves the right to seek consequential damages from the Contractor as a result of contractor's failure to abide decision.

7. PRINCIPAL'S REPRESENTATIVES

7.1 For the duration of the Works (including the Defects Liability Period) the Principal shall be represented by the following persons:

(a) The Manager Technical Division who shall be the Delegate appointed by the Principal. The Delegate instructs the Engineer and the Supervisor.

(b) The Planning & Design Engineer Technical Division who shall be the Engineer. Receives instructions from the Delegate and is responsible for instructing the Supervisor and the Contractor so as to ensure the successful completion of the Works;

(c) The appointed on-site Engineering Officer or Team Leader who shall be the Supervisor responsible for the daily supervision of the Works (including but not limited to issuing orders and instructions to the Contractor).

7.2 Overall authority continues to rest with the Managing Director who also in the event the Delegate is unavailable, shall assume the role of Delegate unless that role is otherwise delegated to the Engineer.

8. CONTRACTOR'S REPRESENTATIVES

8.1 For the duration of the Works (including the Defects Liability Period) the Contractor shall be represented by the following persons as provided in their quotation:

(a) The Project Leader. Responsible for planning and executing the Works to ensure all project objectives are met to the standard required and within the contract duration and Contract Price. The Project Leader instructs the Registered Engineer and Foreman.

(b) The Registered Engineer. Supports the Project Leader and is responsible for quality assurance of the Works. The Registered Engineer shall be present for all quality assurance tests and is the Contractor's authorised person to certify the results of the test in addition to the Principal's representative. The Registered Engineer is responsible for overseeing the daily works, reviewing project submittals and preparing project status reports.

The Registered Engineer instructs the Foreman and all project labourers.

(c) The Foreman. Receives instructions from the Registered Engineer. The Foreman supervises and leads the project staff / labourers including the registered plumber. The Foreman shall be responsible for the daily coordination of the project/works and shall be on-site at all times.

(d) The Plumber. Receives instructions from the Foreman. The plumber is responsible for all plumbing works inclusive of pipe laying works and connection of fittings, ensuring water tightness of pipes and tanks. The plumber must be present at all times on-site for all plumbing work.

9. INSPECTION & COMPLETION

9.1 The Principal may inspect the Works at any time convenient to the Principal.

9.2 The Contractor shall ensure that all Works are completed within the agreed Completion Period, without exceeding the Contract Price and in accordance with contract requirements including the Scope of Works, applicable drawings and quality requirements.

10. LIQUIDATED DAMAGES

10.1 Unless the Intended Completion Date is extended in accordance with the contract, the Contractor shall pay damages to the Principal at 0.25% of the Contract Price per day for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed 10% of the contract price. Invocation of this clause and/or payment of liquidated damages shall not operate to limit or reduce the Contractor's liability to perform its obligations under this contract (save for the obligation to complete Works by the Intended Completion Date).

11. REMUNERATION

11.1 The Principal shall make payment to the Contractor within 14 working days of the approval and certification of payment by the Delegate. Certification and approval of payment will only be made by the Delegate where the items in the invoice have been performed in satisfaction of the contract requirements.

11.2 This Purchase Order is subject to taxation in Samoa including withholding tax. The Principal reserves the right to exclude the value of tax(es) charged or payable by the Contractor on the gross amount from any payments made under this Purchase Order and pay these direct to the Samoa Ministry for Revenue.

12. RETENTION

12.1 The Principal shall retain 10% from each payment due to the Contractor until Completion of the whole of the Works.

12.2 Upon the issue of a Certificate of Completion of the Works, 50% of the total amount retained shall be paid to the Contractor. The remaining 50% shall be paid to the Contractor when the Defects Liability Period has passed and the Delegate has certified that all Defects notified by the Delegate to the Contractor before the end of this period have been corrected. The Contractor may

substitute retention money with an "on demand" bank guarantee from a reputable bank in Samoa.

12.3 The Defects Liability Period shall endure for 12 months from the Completion Date.

13. INSURANCE & INDEMNITY

13.1 The Contractor will bear all risks which are Contractor's risks.

13.2 Accordingly the Contractor shall arrange appropriate insurance cover to insure against these risks.

13.3 The Contractor shall indemnify the Principal for and against all losses and liabilities which may arise as a result of the Contractor's negligence including the negligence of the Contractor's sub-contractors and agents. This clause shall survive completion or termination of contract.

14. CORRUPT & FRAUDULENT PRACTICES

14.1 The Principal requires that the Contractor observes 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 may result in DISQUALIFICATION or debarment from the Principal's future procurement, termination of this purchase order and/or other sanctions as the Principal in its absolute discretion may determine.

15. TERMINATION

15.1 The Principal may by notice in writing terminate the Contract without prejudice to or limitation of its rights or remedies if the Contractor:

- (a) fails to commence the Works at the time and manner required by the Contract;
- (b) fails to execute the Works to the standard required under the Contract;
- (c) fails to comply with any instruction or order issued by the Delegate, the Engineer or the Supervisor and as a result of that non-compliance the Principal suffers loss or incurs additional costs;
- (d) fails to comply with any requirement in this contract;
- (e) fails to declare a conflict of interest;
- (f) is found to have breached standards of ethics in the procurement process whether for this contract or other;
- (g) fails to abide by the decision made in Condition 6.4;
- (h) breaches its obligations under this Agreement;
- (i) assigns or subcontracts the performance of any of the Works without the prior written approval of the Principal;

and the Contractor persists in any such failure or breach for a period of fourteen (14) calendar days after notice in writing specifying the same has been sent to the Contractor.

15.2 The Contractor may by notice in writing terminate the Contract without prejudice to or limitation of its rights or remedies if the Principal:

- (a) fails to make the payments in accordance with this Contract;
 - (b) breaches its obligations under this Contract;
- and** the Principal persists in any such failure or breach for a period of fourteen (14) calendar days after notice in writing specifying the same has been sent to the Principal from the Contractor.

16. NOTICES

16.1 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 delivery or by electronic mail to the party to which that notice, demand, consent or other communication is required or permitted to be given or made under this Purchase Order at the following addresses:
 - (i) in the case of the Principal at the address:
The Managing Director
Samoa Water Authority
PO Box 245
APIA
Telephone: (685) 20409
 - (ii) in the case of the Contractor at the address and number:
(Insert address, contact number, and email)

PART 6: PERSONNEL EXPERIENCE and QUALIFICATION REQUIREMENTS & SAMPLE QUOTATION EVALUATION CRITERIA

The bidder must **demonstrate** that their nominated personnel meet the following experience and qualification criteria:

Personnel	Experience and Qualification Criteria
Foreman/Supervisor	<ul style="list-style-type: none"> - At least three (3) years' experience in civil construction works with a relevant qualification in civil construction works <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Minimum of eight (8) years' experience in civil construction works

The bidder shall provide the curriculum vitae for each nominated personnel. The CV must be signed and dated by the corresponding person and shall not be signed by anyone else on his / her behalf.

I. EVALUATION CRITERIA:

Evaluation of Quotes

This Part contains the Administrative and Technical Evaluation Grids that will be used by the Principal to check and record the compliance of the Quotation with the Request for Quotation (RFQ) requirements as set out in Part 1 and Part 2 of the RFQ document.

Sample Administrative Evaluation Grid:

Administrative Compliance Checklist	Bidder 1	Bidder 2
Did the bidder attend any of the compulsory site visits? Did the bidder sign the attendance register? (Yes/No) Quotation shall be automatically disqualified and rejected from further consideration at this stage (unless otherwise determined by the Principal) if the answer to either question is 'No'		
Has the Bidder completed and provided the conflict of interest declaration form? (Yes/No) Is the bidder free from conflict of interest with the Principal? (Yes/No) If the Bidder has a known conflict of interest, real or perceived, with the Principal, and has/has not declared their conflict, is the conflict perceived and assessed to be able to withstand probity? (Yes/No) Is the Conflict of Interest declaration form signed by an authorized personnel equivalent to person assigned in the Power of Attorney OR Letter of Authority? (Yes/No)		
<p style="text-align: center;">Does the Bidder meet the Pre-requisite requirements of the RFQ? (PASS or REJECT for further consideration)</p>		
RFQ Submission Form properly completed and signed? (Yes/No)		
Copy of current, valid and relevant Business License from the Ministry for Revenue Samoa provided? (Yes/No)		
Copy of VAGST Certificate or Letter from the Ministry for Revenue Samoa if not register for VAGST? (Yes/No)		
Power of Attorney or Letter of Authority for the signatory of the Quotation to represent the contractor submitted? (If signatory is not a company director). (Yes/No)		
Completed Bill of Quantities provided? (Yes/No)		

Completed Dayworks Schedules provided? (Yes/No)		
Detailed work plan / construction schedule provided? (Yes/No)		
Bank Statement from the last three (3) months OR a letter of Credit of at least \$50,000.00 from a reputable bank? Is the bank statement or letter of credit acceptable? (Yes/No)		
Completed List of Key Personnel submitted? (Yes/No)		
Signed CV of proposed personnel submitted? <ul style="list-style-type: none"> Foreman / Site Supervisor (Yes/No)		
Overall Decision? (Accept/ Reject for Technical Evaluation)		

Sample Technical Evaluation Grid:

EVALUATION CRITERIA	Bidder 1	Bidder 2
1. Proposed Key Personnel CV's of following key personnel demonstrate relevant experience and /or qualification <ul style="list-style-type: none"> Qualified/Experienced <u>Foreman</u> 		
2. Bidder's Experience Does the list of past experience demonstrate the bidder has relevant experience in the installation of pre-fabricated tanks or works of a similar nature and complexity?		
3. Work Programme Must show brief descriptions of major activities showing sequence and timeframe for the execution of works (graphic work chart showing assigned tasks, timelines, and deadlines in undertaking project works from start to finish) Is schedule within timeframe as stipulated in the RFQ?		
4. Methodology Comprehensive, logical and detailed to provide understanding of the works required.		
Technical Compliance (Yes/No)		

The Bidder is also advised to draw their attention to **Clause 9** of the **Instructions to Bidders** for more information on the Evaluation of Quotations.

ANNEX 1: SAMPLE LETTER OF AUTHORISATION

(“Insert Date”)

Afioga Fuimaono Dominic Schwalger
Managing Director
Samoa Water Authority
Level 2, TATTE Building
SAVALALO

Dear Sir,

I /We, [Full Name(s)] am/are the [Position in company] of [(Name of Company)]. I am/ We are the authorised entity(ies) to represent [Name of Company] for and on its behalf to execute the following:

- (a) To submit, sign or execute the quotation, proposal or tender for the **“APIA PRESSURE SEWER CHAMBERS RECTIFICATION WORKS – PHASE 2” (RFQ No. SWA-WW2W/2023)** minor works contract issued by the Samoa Water Authority;
- (b) To sign or execute and bind the company to any contract, purchase order or commitment whatsoever in connection with this request for quotation or contract.

Signed:

(Signature)

[Insert Full Name]

[Insert Designation]

ANNEX 2: QUOTATION PREPARATION CHECKLIST

Use the following checklist to ensure that your quotation is complete.

Item	Check
Complete and <i>signed</i> RFQ Form	
Letter of Authorisation (signed by the same person signing the RFQ Form) or Power of Attorney (Not applicable if the signatory is a company director)	
Copy of Current and Relevant Business License and VAGST Certificate or Letter from the Ministry for Revenue if business is not registered for VAGST.	
Power of Attorney or Letter of Authorisation (signed by the same person signing the RFQ form)	
Methodology	
Work Programme (in the form of a bar chart)	
<i>Signed</i> CVs of Key Personnel - Qualified/experienced Foreman	
List of company's past works	
Completed Price Schedule	
Completed Dayworks Schedules	
Bank Statement for the past three (3) months OR Letter of Credit of at least SAT \$50,000.00 from a reputable bank	
Completed Declaration of Conflict of Interest form	

Whilst the Principal has taken reasonable care to ensure all required items are included in the checklist, the Principal shall not be held responsible for the omission of any required document from within the checklist. It is the Bidder's sole responsibility to ensure the quotation submitted is complete.

CONFLICT OF INTEREST DECLARATION:

The Samoa Water Authority operates a procurement process in accordance with national policies and guidelines and which is fair, transparent and able to withstand probity.

In view of this, the Samoa Water Authority requires that all BIDDERS declare relationships or arrangements or state of affairs with any party to this tendering process (including the Principal and the Principal’s employees) which may reasonably be perceived to be a conflict of interest or which may potentially conflict or impact on their ability to participate in the procurement process. This may include a relationship with the Principal, the Principal’s employees, other bidder or party to the tendering process. Failure to disclose a conflict of interest may disqualify a bidder or cause termination of any subsequent contract and also entitle the Principal to seek costs or compensation for loss or damages.

If you are in any doubt about whether a relationship, arrangement, state of affairs etc is a potential conflict of interest, you are advised to declare it.

Bidder Name:

Name of Declarant Person making the Declaration:

I,.....(name of Declarant) on behalf of

.....(name of Bidder) wish to declare the following:

- A. The Bidder named above has a conflict of interest as follows (state clearly the conflict of interest and reasons for conflict):

OR

- B. The Bidder has NO conflict of interest to declare.

I confirm that the declaration I have made above are, to the best of my knowledge, correct. I also undertake to notify the Principal if there are any changes to be made to this Declaration.

Signature of Declarant:.....

Declared thisday of2023