



**REQUEST FOR QUOTATION:
MINOR WORKS**



**REINSTATEMENT OF ROAD RESERVE
VAITELE SUBMAINS**

RFQ No. SWA-U20W/2023

Issued - 16 October 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 reinstatement of 92m of road reserve at Vaitele.

2. Request for Quotations

Eligible companies are hereby invited to provide quotations for the abovementioned 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 site visit

A compulsory site visit with the Principal is scheduled to take place on **Tuesday 24th October 2023 at 10:00am, meeting point at the SWA Office Vaitele.**

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

4. Queries & Contact Persons

All related queries shall be sent in writing to Futialo Tafeamaalii Philip Kerlake, Manager Technical Division at philip.kerlake@swa.gov.ws or to Hellene Wallwork, Planning and Design Engineer at hellene.wallwork@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 submissions will not be accepted, and late submissions will not be considered unless otherwise allowed under the RFQ.

The submission deadline for quotations is **Tuesday 07th November 2023 at 11:00am**

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 terms "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 Statements from the last three (3) months **OR** a letter of Credit 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 Foreman. (**Refer to Part 5 for evaluation criteria each nominated key personnel must meet**).
- g. Organisational Chart detailing proposed key personnel and teams.
- h. List of company's experience demonstrating the bidder has relevant experience in civil works or works of a similar nature.

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 fully 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 its Bid and in no case whatsoever shall the Principal be responsible or liable for any costs incurred by the Bidder.
- f. Bidders must declare **any** conflict of interest which may arise in particular as a result of economic ties/relationships, political, family or emotional ties/relationships, or any other relevant connection 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. has attended the compulsory site visit and is familiar with the nature, extent, locations and conditions under which the Services are to be performed and that these have all been factored into its Quotation;
 - iii. 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
 - iv. 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 variation 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 Site Visit

a. A compulsory site visit to inspect the site shall take place on **Tuesday 24th October 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. 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.

7. Exclusion

a. A Bidder who, without good cause, withdraws during the Validity Period, 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 12 months from the date such exclusion is notified.

8. Quotation Submission

a. Bidders shall submit only one quote in an envelope containing one (1) original and three (3) copies 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, electronically or by any other means other than in accordance with this RFQ. Bids submitted in this manner 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.

9. 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. Only bidders who submitted bids by the Due Date shall be able to attend the public opening. 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.

10. Quotation Evaluation & Contract Award

a. The Principal reserves the right to require the bidder to clarify or 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 response to requirements, 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 Contract by taking and receiving the 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 RFQ process at any time prior to award. In no event shall the Principal be liable for any costs, damages or loss whatsoever in any way connected with the cancellation of the quotation process.

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

I. SCOPE OF WORKS

A. EXTENT OF WORKS

Unless otherwise specified, it shall include the supply of all labour, plant and materials for the construction of the Works (i.e. reinforced concrete materials, formwork etc; hinged galvanised manhole lids to be supplied by the Contractor). The Contractor will carry out all works specified herein, in compliance with the SWA Technical Specifications, Drawings and Engineering Standards.

The duration of the works shall not exceed 15 working days from the start date.

Key elements of the Works include:

1. The supply and establishment of all labour and materials on to the site necessary to carry out the works.
2. Preparation of site; clearance and removal of any debris from site.
3. Reinstatement and disturbed road reserve surfaces.
4. The transportation and storage of materials and equipment to and from the site(s).
5. Clean site upon completion of all construction works. Remove all temporary works and debris from site.
6. Reinstatement of all surfaces disturbed by the works.
7. All other work indicated, described or implied in the Bill of Quantities, Specifications and all temporary work required for the completion of works.

B. SPECIFICATIONS

a. General

The Contractor shall refer to the Scope of Works and Bill of Quantities for details of specific tasks to be undertaken and specifications to be adhered to. It is assumed that the bidder will have inspected the site at the site visit with the Principal and taken into consideration the site conditions of every required task. No claims for variations of the Purchase Order or extensions of time in respect of differences in site conditions from those anticipated will be entertained except as elsewhere provided for in these documents.

The foregoing summary is intended to assist bidders to accurately understand the context of the required tasks but no claims will be accepted in respect of work not specifically mentioned in this section but which is provided for, expressed or implied, elsewhere in the Specification or Drawings.

b. Concrete Construction

The Contractor shall supply and reinstate disturbed areas of road reserve. The Contractor must also ensure proper traffic management is provided for the full duration of the works. The Contractor shall also ensure that existing assets are handled carefully.

All concrete used shall have minimum 28-day compressive cylinder strength of **20MPa**. The Contractor may use either ready mixed concrete or mixed on site concrete for the Works.

Upon completion of Works the site shall be left in a clean state and must be cleared of all materials, equipment, rubbish and debris. If necessary, the Contractor must also ensure the access road is reinstated to the original state upon completion of works. The Engineer’s approval of all cleaning and completion works is required before demobilization.

II. BILL OF QUANTITIES

Bidder must complete and provide the below Bill of Quantities in their quotation.

GRAND SUMMARY – BILL OF QUANTITIES - Vaitele Submain Reinstatement works		
BILL No:	TITLE: Vaitele Submain Reinstatement works	TOTAL AMOUNT (SAT\$)
BILL - 1	PRELIMINARIES & GENERAL	
1.1	Fixed Charges	
1.2	Time Related Charges	
1.3	Provisional Sums	
SUB-TOTAL BILL 1 GRAND TOTAL (excl VAGST)		
BILL - 2	Reinstatement of existing concrete infrastructure	
2.3	Reinstatement	
SUB-TOTAL BILL 2 GRAND TOTAL (excl VAGST)		
TOTAL ALL BILLS (excl VAGST)		
VAGST ON TOTAL (15% of TOTAL ALL BILLS)		
GRAND TOTAL (incl VAGST)		

BILL NO./ Item	DESCRIPTION	UNIT	QTY.	RATE (SAT\$)	TOTAL (SAT\$)
BILL-1	PRELIMINARIES & GENERAL				
1.1	FIXED CHARGES				
1.1.1	Mobilisation and Storage	LS	1		
SUB-TOTAL ITEM - 1.1 FIXED CHARGES					\$ -
1.2	TIME RELATED CHARGES				
1.2.1	Allow for all health, safety and environmental and traffic control equipment and personnel required for safe construction of the Works and for the safety of the public	Mo.	0.5		
SUB-TOTAL ITEM 1.2 - TIME-RELATED CHARGES					\$ -
1.3	PROVISIONAL SUMS				
1.3.1	Contingency Provisional Sum to cover Bill items	PS	1	\$ 2,000.00	\$ 2,000.00
A	Labour				\$ -
B	Plant				\$ -
C	Works				\$ -
SUB-TOTAL ITEM 1.3 - PROVISIONAL SUMS					\$ 2,000.00
SUB-TOTAL BILL-1 TO GRAND SUMMARY					\$ 2,000.00

BILL NO./ Item	DESCRIPTION	UNIT	QTY.	RATE (SAT\$)	TOTAL (SAT\$)
BILL-2	Reinstatement of existing concrete infrastructure				
2.1	Reinstatement				
2.1.1	Footpaths and Driveways - including concrete and culvert driveways and concrete surfaces (Provisional Quantity)	m	69		
2.1.2	Drainages (stone pitch) - including concrete stone pitch culvert headwall	m	0		
2.1.3	Sealed road	m	23		
SUB-TOTAL ITEM 2.1 - REINSTATEMENT					\$ -
SUB-TOTAL BILL-2 TO GRAND SUMMARY (excl. VAGST)					\$ -

III. DAYWORKS SCHEDULES

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

Daywork Labour Table (to be completed by Bidder)

Labour Class	Definition	Unit	Rate (SAT\$) (excl. VAGST)
A	Foreman	Hour	\$
B	Labourer (including minor plant operators)	Hour	\$
C	Craftsman (incl. carpenters, concreters, any other skilled tradesman)	Hour	\$
D	Plant Operator (specialists)	Hour	\$
E	Unskilled Labour	Hour	\$

No further percentage additions or reductions shall be applied to the rates entered in the table.

1. Materials

Materials used on work carried out on a Daywork Basis shall be paid at invoiced cost plus _____ % of ex-VAGST cost (to be inserted by Contractor when tendering)

2. Hired Plant

Hired plant employed for work carried out on a Daywork basis shall be paid at invoice cost plus _____ % of ex-VAGST cost (to be inserted by Contractor when tendering)

Contractor's Own Plant (to be completed by Bidder)

When work is undertaken on a Daywork basis and the Contractor's own plant is used, this plant shall be paid for using the rates in the schedule below.

THE TENDERER SHALL ONLY ENTER A RATE FOR THE PLANT THE TENDERER INTENDS TO USE TO CONSTRUCT THE WORKS

Labour Class	Definition	Unit	Rate (SAT\$) (excl. VAGST)
1	1-3 tonne excavator	Hour	\$
2	7 tonne wheel loader	Hour	\$
3	Trench rammer (compactor)	Hour	\$
4	Plate Compactor	Hour	\$
5	6 Wheel Truck	Hour	\$
6	Dewatering Pump	Hour	\$
7	Crane truck	Hour	\$
8	Generator	Hour	\$
9	Any other Contractor owned plant deemed necessary by the Contractor to complete the Works:	Hour	\$
Etc		Hour	\$

IV. LIST OF KEY PERSONNEL

The bidder shall provide the names of suitably qualified personnel to meet the specified key position requirements stated in Part 6 using the form provided below. The data on their experience should be supplied in the resume.

Proposed Key Personnel

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

Note:

The proposed key personnel must be on site every day and will be verified against the SWA supervisor’s daily logs. The persons listed under Section IV of this bid submission will also be the nominated persons of contact.



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

Principal Name Samoa Water Authority
Principal Address Samoa Water Authority Head Office, Savalalo
Contact Details Phone: (685) 20409

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

RFQ NAME.	REINSTATEMENT OF ROAD RESERVE – VAITELE SUBMAINS		RFQ No.	SWA-U20W/2023
TO	CONTRACTOR NAME			
	CONTACT PERSON		TEL. No.	
	OFFICE ADDRESS			

Please provide your quotation to the above office by **Tuesday 07th November 2023 at 11.00am (SAMOAN LOCAL TIME)**

Bid Validity	60 days from Submission Date	Defects Liability Period	12 months
Required Completion Period	15 working days from Start Date	Bid Security	Not required
Required Completion Date	15 working days from Start Date	Bid Security type	Not applicable
THE SUPERVISING DIVISION IS:	<i>Technical Division, Samoa Water Authority</i>		
THE DELEGATE IS:	<i>Futialo Tafemaalii Philip Kerslaeke (p) 20409</i>		

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	REINSTATEMENT OF ROAD RESERVE – VAITELE SUBMAINS (INCL. 15% VAGST)	
	<i>Attach sheet for additional items</i>	

PART 5: TERMS AND CONDITIONS OF CONTRACT

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

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 – Bill of Quantities
- (e) Schedule 3 – Dayworks Schedule
- (f) Schedule 4 – List of Key Personnel
- (g) Schedule 5 - List of Drawings

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 the day this Contract is executed or as agreed by both parties (referred to as the Commencement Date).

3. DURATION OF CONTRACT

3.1 The duration of the Contract shall be 15 working days from Commencement Date unless otherwise extended in accordance with the contract.

3.2 The Intended Completion Date shall be 15 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 Purchase Order 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 CONTRACT 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.

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 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.

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% 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 Purchase Order 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 sent by facsimile transmission (to the listed facsimile number and/or electronic mail address) 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 and facsimile number:

The Managing Director
Samoa Water Authority
PO Box 245

APIA

Telephone: (685) 20409

- (ii) in the case of the Contractor at the address and facsimile number:

(Insert address, contact number, and email)

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

I. KEY PERSONNEL EXPERIENCE & QUALIFICATION REQUIREMENTS

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 of experience in civil construction works with a relevant qualification in civil construction works. <li style="text-align: center;">OR - Minimum of six (6) years of 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.

II. 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 the compulsory site visit? Did the bidder sign the attendance register? (Yes/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)		
Does the Bidder meet the Pre-requisite requirements of the RFQ? (PASS or REJECT for further consideration)		
RFQ Submission Form properly completed and signed? (Yes/No)		
Copy of current and valid Business License provided? (Yes/No)		

Letter from the Ministry for Revenue provided if business is not registered 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? Detailed proposed methodology provided? (Yes/No)		
Bank Statements from the last three (3) months OR a letter of Credit at least \$50,000.00 from a reputable bank. Are the bank statements 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)		
Organisational Chart detailing proposed key personnel and any teams?		
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"> Foreman 		
2. Bidder's Experience Does the list of past experience demonstrate the bidder has relevant experience in the civil works or works of a similar nature and complexity?		

<p>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?</p>		
<p>4. Methodology Comprehensive, logical and detailed to provide understanding of the works required.</p>		
<p>Technical Compliance (Yes/No)</p>		

The Bidder is also advised to draw their attention to [Clause 10](#) 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 **“Reinstatement of Road Reserve – Vaitele Submains (SWA-U20W-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)	
Methodology	
Work Programme (in the form of a bar chart)	
<i>Signed</i> CV's of Key Personnel - Foreman/Supervisor	
Project Personnel Organisational Chart	
List of company's past works demonstrating the bidder has relevant experience in similar works	
Completed Bill of Quantities	
Completed Dayworks Schedules	
Copy of Current and Relevant Business License and VAGST registration	
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)	
Bank statements from the last 3 months OR letter of credit of at least \$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.

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.....