



REQUEST FOR QUOTATION: GOODS & RELATED SERVICES

**THE PROCUREMENT OF A SHORT WHEELBASE
DUMP TRUCK FOR SAMOA WATER AUTHORITY**

RFQ No: SWA-VT3/2024

TABLE OF CONTENTS:

PART 1:	INSTRUCTIONS TO BIDDERS
PART 2:	LETTER OF AWARD
PART3:	REQUEST FOR QUOTATION
PART 4:	GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITION OF CONTRACT
PART 5:	SPECIFICATIONS OF ITEMS OR DESCRIPTION OF GOODS & RELATED SERVICES
PART 6:	EVALUATION CRITERIA

PART 1: Instructions to Bidders

1. Scope

- (a) The Purchaser is the Government of the Independent State of Samoa, represented by the Samoa Water Authority acting by and through the Managing Director.
- (b) This Request for Quotation applies to the purchase of Goods & Related Services of a minor, simple nature.

2. Bidder Eligibility

- (a) The Bidder must be a bona fide business unit known by the Purchaser to be suitably qualified, experienced and financially resourced, and must:
 - (i) provide an authenticated copy of its current Business License
 - (ii) provide an authenticated copy of its VAGST Certificate from the Ministry of Customs & Revenue, Samoa (this applies to bidders in Samoa)
 - (iii) provide a Letter of Authority (Annex 1) or a notarized Power of Attorney authorizing the signatory of the Quotation to represent the Bidder, sign the Quotation and accept a Purchase Order
 - (iv) Must be free of any conflict of Interest (Annex 2)
- (b) Notwithstanding that requirements (i), (ii) & (iii) may be waived if previously submitted documents are valid for the specified delivery period
- (c) The Principal reserves all rights to reject any or all quotations submitted and ask all potential bidders to re-submit quotations.

3. Bidder Qualification- A bidder or contracting firm must provide:

- (a) Description of goods or services related to those items, of similar nature & value with the goods or services the subject matter of this RfQ, that the Bidder satisfactorily completed within the last two years – these goods or services must have an annual average value of SAT\$25,000.00 or more.
- (b) Details of all contracts for the supply of goods or services related to those goods currently in progress.
- (c) A bank statement in the name of the contracting firm for the immediate past three months.
- (d) References & contract details of past and present clients who can attest to good character and reliability.
- (e) Detailed delivery program/schedule that details how the Bidder will provide the service within the timeframe of the services presently the subject matter of this RfQ.

4. Responding to the Request for Quotation

- (a) In responding:

- (i) The Bidder shall verify and take care to comprehend the description and specification of all items.
- (ii) The Bidder shall enter unit prices, CIF prices and total price on the Request for Quotation form.
- (iii) The Bidder shall verify its agreement with stated provisions for quotation validity, delivery period, warranty period, manufacturer's authorization & performance security. All variations from stated conditions shall be explained in a covering letter.
- (iv) The Bidder is responsible for providing a complete and correct quotation. An incomplete quotation may be grounds to reject any quotation submitted. (Annex 3 – Checklist)

5. Quotation Price:

- (a) All prices shall be quoted in Samoan Tala or other foreign currency approved by the Principal.
- (b) Prices shall be fixed for the duration of the specified period for delivery
- (c) Unless otherwise stated, the quotation shall be for the full quantity stated on the Request for Quotation
- (d) Quoted prices for goods supplied from within Samoa shall be quoted ex-works (EXW) plus local delivery charges to named place of delivery
- (e) Quoted prices for goods supplied from abroad shall include all insurances, duties, sales taxes & other taxes, plus local delivery charges to named place of delivery, with delivery terms CIP.

6. Bid Security

- (a) A Bid Securing Declaration Form must be signed and submitted
- (b) The Bid shall be valid for the period identified in the Request for Quotation.
- (c) A Bidder who, without good cause, withdraws during the period of quotation validity, or does not accept corrections of errors, or fails to accept the Purchase Order if offered or fails to produce the Performance Security (if required) will be excluded from participating in Request for Quotation process for one year.

7. Quotation Submission

- (a) Bidders shall submit only one quotation.
- (b) Quotations shall be submitted, no later than the specified time & date and in pursuant to section C.5.1 (a) or (b) of the Procurement Operating Manual 2020
- (c) Bidders **may** submit their quotation electronically, to the Principals email address: tenders@swa.gov.ws . Bidders who submitted electronically do not need to submit hardcopies.
- (d) Late quotation will not be considered and shall be returned to the Bidder unopened.

- (e) However, the principal reserves the right to retain and open late quotation if the number of quotations received by the Due Date is less than three (3).

8. Quotation Opening

- (a) The opening of quotations will be undertaken by officers of the Principal.
- (b) The opening of the quotation shall be opened to Bidders, who/m submitted their Bids.
- (c) The results of the quotation evaluation shall be available on request, denoting only the successful Bidder.

9. Quotation Evaluation & Contract Award

- (a) Quotations shall be evaluated to establish substantial responsiveness to eligibility & qualification requirements, specified technical schedules, commercial conditions and this ITB.
- (b) The bidder found to be substantially responsive after the evaluation shall be awarded the contract. That Bidder then becomes the Successful Bidder.
- (c) After arithmetical checking and correction, the quotation of the Bidder(s) found to be substantially responsive shall be evaluated for lowest price, which shall be the basis of award
- (d) Award notification shall be effected by the Principal issuing the Letter of Award (see Part 2) to the most substantially responsive bidder.
- (e) Once the letter of Award is signed by both parties the:
 - i. Request for Quotation at Part 3; and
 - ii. The General and Special Conditions at Part 4; and
 - iii. Specification of Items or Description of Goods & Related Services at Part 5;

Shall be the terms and conditions which will govern the implementation of the Service. The Principal shall be termed the 'Purchaser' and the most substantially responsive bidder shall be termed the 'Supplier'.

- (f) Notwithstanding the above, the Principal reserves the right to accept or reject any quotations, or to cancel the quotation process at any time prior to the award.
- (g) The unsuccessful Bidder may, within 10 days of the announcement of the award, request reasons why it/they were not successful, but cannot request reasons why other Bidders were not successful.

10. Performance Security

- (a) If a Performance Security is required, the Principal shall issue a Letter of Acceptance which shall serve as notification of award.
- (b) The Bidder shall provide a Performance Security within 7 days of the letter of award, in the amount specified in the Request for Quotations.

11. Insurance

- (a) The basis of the agreement between the Purchaser and the Bidder will be delivery and acceptance at the named place for delivery. The Bidder will bear all risks for transportation between point of dispatch and point of delivery
- (b) Accordingly the Bidder shall arrange appropriate insurance cover

12. Packaging & Delivery

- (a) The Bidder shall ensure that all goods are appropriately packaged to avoid physical damage, breakage or corrosion
- (b) Delivery shall be made to the specified place of delivery within the specified delivery period

13. Payment: The Purchaser shall make payment to the Bidder within 30 days of delivery of goods and completion of related services

14. Inspection of Goods/Products

The Principal may request to view the goods of Goods/Products during the evaluation of the Bidders bid to deliver goods or goods related services.

15. Warranty

The Bidder must provide a warranty for all goods/item to be provided, for the period set out in RfQ (see Part 3).

16. Corrupt & Fraudulent Practices

The Principal requires that Bidders observe the highest standards of ethics during the procurement and execution of Government of Samoa contracts, to the extent that corrupt, fraudulent, collusive and coercive practices and conflict of interest occurring in quotation, delivery & completion processes may result in disqualification, termination of purchase order and penal sanctions.

Eligibility/ Qualifications Compliance

No.	Complies? tick	No.	Complies? tick
2a		3a	
2b		3b	
2c		3c	
2d		3d	
		3e	

PART 2: SAMPLE LETTER OF AWARD (*Authority Use*)

insert date

insert the address of the Supplier

LETTER OF AWARD: THE PROCUREMENT OF A SHORT WHEELBASE DUMP TRUCK FOR SAMOA
WATER AUTHORITY

RFQ: SWA-VT3/2024.

1. The Government of Samoa (the 'Purchaser') issued the above request for quotation on insert date for the above Goods and/or related services. The deadline for the request for quotation closed on insert date. Your company (the 'Supplier'), as insert description of the Supplier submitted a quotation on insert date. The evaluation of the said quotation took place on insert date.
2. We wish to inform that your quotation has been successful. The Principal is desirous for you, the Supplier, to perform deliver the goods and/or the goods related services in accordance with the:
 - (a) The Request for Quotation, RfQ Ref No. insert Ref No. (the 'RfQ') inclusive of Instructions to Bidders;
 - (b) General Conditions of Contract attached to the RfQ;
 - (c) Special Conditions of Contract attached to the RfQ;
 - (d) Specification of items or goods related services at Part 5.
3. The Principal, acting by and through the Chief Executive Officer of the insert procuring entity now signs this letter to confirm that it accepts the RfQ by the Supplier. Please sign and date the space indicated as confirmation of your acceptance to carry out the work in accordance with documents canvassed in paragraph 2 of this letter.

SIGNED AND EXECUTED by the)
Insert CEO of procuring Entity)
 In the presence of:)

.....
(Witness)

.....
(Name & Designation)

AFFIXED HERETO is the **COMMON**)
SEAL of insert name of Supplier)
(Director)

In the presence of:

 (Director/Secretary)

PART3: REQUEST FOR QUOTATION



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

Purchaser Name: Samoa Water Authority
Address: Level 2 Tui Atua Tupua Tamasese Efi (TATTE) Building
Contact Details: telephone (685) 20409 Email address: info@swa.gov.ws

REQUEST FOR QUOTATION: Minor Goods/ Related Services

RFQ NAME.	The Procurement of a Short Wheelbase Dump Truck for Samoa Water Authority		RFQ No.	SWA-VT3/2024
TO	SUPPLIER NAME	enter registered trading name		
	CONTACT PERSON	enter name of sales representative/ manager; mobile phone & landline no.		
	OFFICE ADDRESS	enter street/ road name and township name		

Please provide your quotation for the following GOODS & RELATED SERVICES by **Friday 30th August 2024 at 12:00 pm (Samoa local time)**

Quotation Validity	60 days from (and including) the Due Date			RFQ APPROVAL	MD APPROVAL
Required Delivery Period	15 working days			Initial	initial/ date
Required Delivery Date	15 working Days from the date of award of bid				
Delivery to	SWA Vaitele Compound, Wastewater Division - Apia SAMOA				
Delivery Terms	EXW		CIP	Yes	enter approving office name
Required Warranty Period	12 months			enter approving officer title	
Manufacturers Authorization	Is required			Date:	
Performance Security	Not Required			-	
No.	Description	Qty	Unit	CIF	Total Amount
ATTACH SHEET FOR ADDITIONAL ITEMS				TOTAL	
We certify that we comply with eligibility & National Ownership requirements of Instructions to Suppliers clauses 2a to 2c.(overleaf). If our offer is accepted, we undertake (a) to deliver goods & services in accordance with our offer above, (b) to provide the Performance Security in the prescribed form, amount & time (c) to abide by this quotation for the Validity Period stated above.				Supplier's Authorized Officer Sign, Stamp where applicable	
COUNTRY (S) OF ORIGIN				Date	
IF AVAILABLE, PLEASE ATTACH MANUFACTURER'S BROCHURE & SPECIFICATION SHEETS					

Bid-Securing Declaration

The bidder shall fill in this Form in accordance with the instructions indicated.

Date: *date (as day, month and year)*

RFQ No.: *(number of bidding process)*

To: *(complete name of procuring entity)*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the procuring entity for the period of time of *number of months or years* starting on *date*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have materially modified or withdrawn our bid during the period of bid validity specified in the Request for Quotation Form; or
- (b) do not accept a correction of errors;
- (c) having been notified of the acceptance of our bid by the procuring entity during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand if the Bid Securing Declaration becomes forfeit we will be disqualified from participating in any Government procurement for one year regardless of the source of funding. We understand this Bid Securing Declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us advising the execution of the contract with the successful bidder; or (ii) twenty-eight (28) days after the expiration of our bid.

Signed: *signature of person whose name and capacity are shown* In the capacity of *legal capacity of person signing the Bid Securing Declaration*

Name: *complete name of person signing the Bid Securing Declaration*

Duly authorized to sign the bid for and on behalf of: *complete name of bidder*

Dated on _____ day of _____, _____ date of signing
Corporate Seal (where appropriate)

Note: *In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid*

PART 4:
GENERAL CONDITIONS OF CONTRACT:
MINOR GOODS AND RELATED SERVICES

- 1 APPLICATION CONTEXT: These Conditions apply only for use within the Independent State of Samoa for contracts awarded through request for Quotation processes for procurement of Goods and Goods related services within section C.2.2.6 of the Procurement Operating Manual 2020.
- 2 NAMES OF PARTIES: relative to the categories name in RfQ (see Part 3) above, the Purchaser will also be named the 'Principal'.
- 3 CONTRACT DOCUMENTS: Subject to the order of precedence set forth in clause 4 of these GCC, all documents forming the Contract (and all of its parts) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 4 ENTIRE AGREEMENT: The Contract constitutes the entire Agreement between the Principal and the Supplier and includes the following documents which replaces all communications, negotiations and agreements (whether written or oral):
 - a. The Request for Quotation, RfQ Ref No. insert Ref No. (the 'RfQ') inclusive of Instructions to Suppliers;
 - b. these General Conditions of Contract;
 - c. Special Conditions of Contract;
 - d. Specifications of Items or Description of Goods & Related Services.
- 5 CONTRACT PERIOD: This Contract shall commence on the date specified in the SCC and shall be for a period as identified in the SCC (the 'Completion Period') and shall be completed by the Completion Date identified in the SCC.
- 6 CONTRACT PRICE: The Purchaser shall ONLY pay to the Supplier the Contract Price set out in the SCC. The Supplier shall provide the Purchaser or the Principal's Representative with a Claims for Payment which shall:
 - a. state the amount of the contract price received to date each head of costs;
 - b. the amount of the Claim for Payment including the Head of Cost under which it is claimed;
 - c. detail the goods & related services delivered and completed since the previous claim for Payments including the materials used;
 - d. report on the progress of the good delivered.

The Principal's Representative shall issue a Progress Payment Certificate once he/she is satisfied that the Claim for Payment is bona fide. The Purchaser must pay the amount in the Claims for Payment 14 days from when he/she is satisfied with the Claim for Payments.
- 7 PRINCIPAL'S REPRESENTATIVE: The Principal's Representative shall be an Employee of the Principal responsible for liaising with the Supplier and general

administration and supervision of the Services. The Principal's Representative is set out in the SCC.

- 8 AMENDMENT: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to this Contract and is signed by a duly authorized representative of each of the Parties to the Contract.
- 9 LANGUAGE: The applicable language of the Contract is English.
- 10 LAW: The applicable law of the Contract is the law of the Independent State of Samoa.
- 11 INTERPRETATION: If the context requires it, singular means plural and vice versa. The reference to one gender shall mean the other gender. All monetary references shall be to Samoan Tala unless otherwise stated.
- 12 COMMUNICATIONS/NOTICES: Communications between parties to the Contract shall be effective only when communicated or delivered in written form with proof of receipt, to the address specified in the SCC.
- 13 COPYRIGHT: Both parties shall observe requirements of the Samoa Copyright Act 1998 and international conventions concerning material produced by third parties.
- 14 DOCUMENT OWNERSHIP: Unless otherwise provided in Contract schedules and as applicable to Contract category, all plans, specifications, designs, reports, other documents and software prepared by the Supplier shall become and remain the property of the Purchaser, without encumbrances of ownership by other parties. The Purchaser shall establish proof of ownership of existing materials provided to the Supplier for contract performance and the Supplier shall establish the right to use and reproduce any materials produced by third parties to be used in contract performance.
- 15 CONFIDENTIALITY: The Parties shall keep confidential and shall not divulge to any third party any documents, data or other information furnished directly or indirectly in regard to the Contract, without written consent of the other Party.
- 16 CONFLICT OF INTEREST: The Supplier shall not have a conflict of interest. The Supplier warrants that to the best of its knowledge and after making diligent inquiry, at the date of signing the contract, does not have a conflict with the interests of the Purchaser or is likely to arise in the performance of the goods & related services to be delivered. If during the performance of the Service a conflict of interest arises or appears likely to arise, the Supplier agrees to:
 - (a) Immediately notify the Purchaser in writing;
 - (b) make full disclosure of all relevant information relating to the conflict; and
 - (c) Take such steps as the Purchaser may reasonably require to resolve or otherwise deal with the conflict.

- 17 CURRENCY OF PAYMENT: The currency for payment shall be in Samoan Tala.
- 18 PRICE ADJUSTMENT: Price adjustment for changes in economic conditions shall not apply to any contract resulting from RFQ processes.
- 19 TAXES AND DUTIES: The Supplier is liable for all taxes and duties, in accordance with the particular application context and the laws of the Independent State of Samoa.
- 20 ACCOUNTING, INSPECTION & AUDIT: The Supplier shall permit and also require its sub-suppliers and consultants to permit, the Government and/or its authorized appointees to inspect the Supplier's office and all accounts and records relating to contract performance and/or tender submission and to have such accounts and records audited by the Government's appointed auditors. Moreover, acts by the Supplier to materially impede inspections and audits are a prohibited practice subject to termination and declaration of ineligibility.
- 21 LIMITATION OF LIABILITY: Except for its negligence or misconduct in performing the Contract and its related obligation to pay liquidated damages, the Supplier will not be liable to the Principal for any form of consequential loss or damage, loss of use, loss of production or loss of profits plus interest cost. The total liability of the Supplier under the Contract or civil law shall not exceed one hundred and fifty percent of the Contract Price, except that this shall not apply to costs of rectifying defective equipment, works or other deliverables.
- 22 SUSPENSION: The Purchaser may, with written notice of the nature of default, suspend all payments to the Supplier if the Supplier fails to perform particular requirements of the Contract and shall require the Supplier to remedy the default within thirty (30) days of Supplier receiving the suspension notice.
- 23 TERMINATION: Where a party defaults on any of its obligations under this Contract, the other party may give notice requiring that the failure be remedied within fourteen (14) days and if not remedied within that time, may terminate the Contract immediately.
- The Principal may terminate the contract if any of the events set out in the SCC occurs.
- 24 FORCE MAJEURE: If, because of the result of an event of Force Majeure causing delay and the Supplier is unable to perform its Contract obligations, it shall not be liable for its Performance Security forfeiture, liquidated damages or termination for default. The Supplier shall notify the Principal in writing of such condition, its cause and the nature of the delay or its inability to perform its Contract obligations as soon as practicable.
- 25 LIQUIDATED DAMAGES: Unless the Completion Date is extended in accordance with clause 8, the Supplier shall pay damages to the Principal at a rate per day stated in the SCC for each day that the Completion Date is later than the intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Payments under this provision shall not affect the Suppliers Liability. The Principal may deduct liquidated damages from payments due to the Supplier.
- 26 GOOD FAITH: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the contract's objectives, operate fairly together without detriment to each other and exercise their best efforts to agree on actions which may be needed to remove causes of unfairness.
- 27 AMICABLE SETTLEMENT: Either Party with an unresolved issue concerning actions or inaction of the other Party may seek resolution through an independent third party empowered to enable resolution.
- 28 DISPUTE SETTLEMENT: Any dispute arising out of the Contract which cannot be settled amicably according to Clause 27 shall be settled in accordance with the provisions of the Arbitration Act 1976 of Samoa and best international practice.
- 29 INDEMNITY: The Supplier shall, at all times indemnify, hold harmless and defend the Principal, its officers, employees and agents from and against any loss or liability reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand action or proceeding by any person against any of those indemnified where such loss or liability was caused by any willful, unlawful or negligent act or omission of the Supplier, its employees, agents or Sub-Suppliers in connection with the Contract.
- 30 PASSING OF PROPERTY: Property in, and risk of loss of or damage to the Product shall pass to the Supplier upon delivery of the Produce to the headquarters of the Principal, with its address set out at the SCC, Apia, Sāmoa. The Principal shall, upon delivery, provide the Supplier with an acknowledgement in writing of receipt of the Products/Goods, thereby passing the property in, and risk of loss or damage to, the Product/Goods to the Principal.
- 31 COMPLIANCE WITH POLICIES AND PROCEDURES: The Supplier must, when using the Principal's Premises or facilities, comply with all reasonable directions of the Principal and all procedures and policies of the Principals including those relating to occupational health (including no smoking), safety and security in effect at those premises or in regard to those facilities, as notified by the Principal or as might reasonably be inferred from the use to which the Premises or facilities are being put.
- 32 INSPECTION, REJECTION AND ACCEPTANCE: GOOD/PRODUCTS:

- (a) The Principal or its Representative may, prior to the supply of the Goods/Products by the Supplier to the Principal and with reasonable notice to the Supplier, inspect any and all products that are to be supplied by the Supplier.
- (b) The Principal or its Representative may reject any or all products to be supplied by the Supplier if found not be in accordance with the Contract.
- (c) The Principal shall not be liable to pay for rejection or inspection of the Products/Goods or its associated materials or equipment.

33 INSPECTION, REJECTION AND ACCEPTANCE:
GOOD/PRODUCTS: GOODS RELATED SERVICE

- (a) The Supplier shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of the tender of the Service and the Contract Price and acknowledges that it has inspected the Premises and its conditions before it agreed to supply the Services.
- (b) The Principal can inspect the progress of the Services and the Supplier will grant the Principal or its representative access to the Premises where the Services are being performed. If there is defect or the Principal is dissatisfied with the services, it may by written notice require the Supplier make good any defects arising from good workmanship at no cost to the Principal.

34 INSURANCE: The Supplier will be responsible for taking out any appropriate insurance coverage during the duration of the Contract.

35 ASSIGNMENT: The Supplier shall not assign this Contract or sub-contract any portion of it without the Principal's prior written consent.

36 WAIVER: If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights. A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right. In this clause, "rights" means rights or remedies provided by this Contract or at law.

37 WARRANT ON GOODS/PRODUCTS: The warranty period for the Goods/Products, its associated materials and equipment shall be the period set out in the RfQ from delivery and its installation, whichever is sooner. If the Principal gives notice of any defect or omission discovered in any of the Goods/Products during the warranty period, the Contractor must correct that defect or omission without delay and at no cost to the Principal. The Supplier must meet all costs of, and incidental to, the discharge of its warranty obligations, including but not limited to any packing, freight, and disassembly and reassembly costs.

**PART 4: SPECIAL CONDITIONS OF
CONTRACT: MINOR GENERAL
SERVICES**

GCC	Details
Clause 5	Commencement date: insert date Completion Period: insert period Completion Date: insert date
Clause 6	The Contract Price shall be an amount not exceeding \$100,000.00 (incl. all taxes)
Clause 6	The contract amount shall be paid in the following manner: On Shipment: 50% On arrival and completion of check: 50% Locally Based Company: Initial payment upon award:50% Following delivery and inspection;50%
Clause 7	Principal's Representative shall be: Seiuli Timothy Betham, Manager Wastewater Division (Transport Unit). Samoa Water Authority Phone (685) 20409 Email: Timothy.Betham@swa.gov.ws
Clause 12	For communications to the: (a) Principal It must be delivered to the following address: Fuimaono Dominic Schwalger Managing Director Samoa Water Authority Level 2 TATTE Building, Sogi, Samoa. Phone (684) 20409 (b) Supplier It must be delivered to the following address: insert address
Clause 23	(a) The Supplier stops the work for 14 days when no stoppage of the work is shown on the current Program. (b) The Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (c) The Supplier does not maintain a Security, which is required; (d) The Supplier has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid i.e. 0.5% of the contract price per day. The total amount must not exceed 15% of the Contract Price)
Clause 25	Rate per day: 0.5% Maximum amount: 15% of the Contract Price

PART 5: SPECIFICATION OF ITEMS OR DESCRIPTION OF GOODS RELATED SERVICES

Contract Title: SUPPLY AND DELIVERY OF A SHORT WHEELBASE DUMP TRUCK FOR SAMOA WATER AUTHORITY.

Background Information.

The Samoa Water Authority is opting to procure ONE (1) high performance **DUMP TRUCK**, allowing the authority to continuously deliver high level of service to its valued customers, and support daily operations routine for maintenance purposes.

The objective of the tender is to conclude a potential supplier for the purchasing a ONE (1) DUMP TRUCK for Samoa Water Authority.

Specific Instruction and Technical Specifications.

The bidder shall provide a proposal complying with all SWA technical specifications and requirements specified herein.

The key requirements for this tender are as listed:

1. All bidders shall provide **ONE (1)** high performance DUMP TRUCK.
2. All bidders shall specify **propriety names, catalogues, or references numbers** to set a minimum standard and preferences for the purchased trucks. Attached as proposal appendices.
3. All Bidders must fill in and certify in writing that the truck meets the requirements specified.
4. The bidder must certify in writing with prior documents to support the availability of spare parts for an additional 5 more years. Attached as proposal appendixes.
5. A manufacturer specification sheet and photo for each product must be submitted.

Warranty Requirements.

- The bidder must provide a warranty for a minimum period of 2 years & 50,000km and must outlay required conditions for defects repairing and parts replacement.
- The bidder has the obligation to guarantee that it has the necessary infrastructure and technical capacity to maintain and repair the vehicles for the duration of the warranty.
- The tenderer may offer a longer warrantee period, but without any extra cost. This will be taken into consideration for the technical evaluation of the offer.

The tenderers are requested to complete the template table on the next pages:

- Column 5 is completed by the contracting authority shows the required specifications (not to be modified by the tenderer),
- Column 4 is to be filled in by the tenderer and must be detail what is offered.

The eventual documentations supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to **“precisely identify the models”** and the specifications “may” be rejected by the evaluation committee.

Table 1; Truck Technical Requirement.

1	2	3	4	5
Item No.	Specification	Technical Requirements	Specification Offered	Evaluation Committee Notes:
1.0	SHORT WHEELBASE DUMP TRUCK			
1.1	TRUCK TYPE	<ul style="list-style-type: none"> - Truck Type: Dump Truck (Single Cab). - The truck must have a minimum seat of three (3) including the driver's seat. - Must be Right hand drive (RHD). 		
1.2	ENGINE	<ul style="list-style-type: none"> - Preferable Type: Diesel, 3.9L Inline 4 Cylinder Turbo. - Minimum Displacement (cc): 3,500cc - Maximum Output in range: 100 – 190hp. - Maximum Torque in range: 350 – 700Nm. - Preferable Max Engine at min – 2500rpm. - Cooling System: Preferable Water-Cooling type. 		
1.3	SUSPENSION & LOAD LIMITS.	<ul style="list-style-type: none"> - Front: Semi elliptic - Rear: Semi elliptic - Minimum Front Axle Capacity: 2000kg. - Minimum Rear Axle Capacity: 4000kg. - Shock Absorbers: Preferable Air double acting telescopic type on the Front and Rear. 		
1.4	BRAKES	<ul style="list-style-type: none"> - Preferable Brake system type; 4-wheel Disc Brakes. - Minimum Front Disc Diameter: 300mm. - Rear Disc Diameter: 300mm. - Preferable Actuation: Hydraulic with Vacuum Servo assistance, dual circuit. 		

1.5	MAJOR DIAMENSIONING.	<ul style="list-style-type: none"> - Minimum Overall Length; 3000mm - Minimum Overall Width; 1750mm. 		
1.6	LOAD CAPACITY(MASS)	<ul style="list-style-type: none"> - Minimum Gross Vehicle Weight Rating (GVW): 6000kg. - Minimum Gross Combination Mass (GCM): 8000kg. 		
1.7	TRANSMISSION	<ul style="list-style-type: none"> - Shift; Preferable Manual - Minimum number of gears forward; Five (5). 		
1.8	EXTERIOR	<ul style="list-style-type: none"> - Color; Preferable "White" - Fully function headlights, taillights, turn signals and brake lights. 		
1.9	INTERIOR	<ul style="list-style-type: none"> - Air Condition. - Front seat slide - Flexible seat configuration. - Electric powered for all windows. - Floor mats. - Audio System. 		
1.10	SAFETY AND SECURITY	<ul style="list-style-type: none"> - Front passengers Airbags. - 1 x Spare Key. 		

Name of Bidder: *[insert complete name of bidder]*

Signature..... Date: *[insert date signed]*

Inspections and Test.

The inspections and tests shall be performed:

In the success of contract, Inspections and Testing shall be conducted at the supplier Site, to verify that the Dump truck supplied comply with the tender specification before delivering the vehicles to the purchaser's specified location.

1. The supplier shall at its own expense and at no cost to the procuring entity carry out all such tests and/or inspections of the goods and related services.
2. Prior to acceptance by the purchaser, an inspection by the purchaser representative will be carried out at the supplier site to verify that the Dump truck supplied comply with the technical specification.
3. The procuring entity or its designated representative shall be entitled to attend the tests and/or inspections, provided that the procuring entity bear all its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
4. Whenever the supplier is ready to carry out such test and inspection, it shall give a reasonable advance notice, including the place and time, to the procuring entity.
5. The supplier shall provide the procuring entity with a report of the results of any such test and/or inspection.
6. The procuring entity may reject any goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The supplier shall either rectify or replace such rejected goods or parts thereof or make alterations necessary to meet the specifications at no cost to the procuring entity, and shall repeat the test and/or inspection, at no cost to the procuring entity.

PART 6: EVALUATION CRITERIA

Evaluation of Quotes

This Part Contains the Evaluation Grid that will be used by the Principal to check and record the compliance of the Quotation with the Request for Quotations (RFQ) requirements as set out in Part 1 of the RFQ document. 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.

Administrative Compliance Checklist (Yes/No)	Bidder 1	Bidder 2	Bidder 3
Bidder Eligibility			
Quotation submitted within Tenders Due date.			
Fully completed and signed Declaration of Conflict of Interest Form provided? (Annex 3)			
Is the bidder free from Conflict of Interest with the Authority?			
If bidder has known Conflict of Interest and has or has not declared, is the conflict considered to have no impact on the integrity of the Authority's procurement process?			
RFQ Form fully completed and signed?			
Fully completed and signed Bid Securing Declaration?			
Fully Completed Letter of Authority (Annex 1) or Power of Attorney provided?			
Copy of current Business License provided?			
Copy of VAGST Certificate provided? (for local bidders)			
Bidder Qualification			
Bidder has satisfactory completed contracts of similar nature and value within the last two years with an annual average value of SAT \$25,000.00 or more?			
Details of current contract of similar goods or services currently in progress provided?			
Bank Statement for the past three (3) months provided?			
Does the bank statement demonstrated Financial capacity to implement required services?			
Two (2) reference letters from past/current client to attest to good character and reliability provided and is it acceptable?			
Bidder has demonstrated Financial capacity to implement required services?			

Delivery Program/Schedule acceptable?			
Overall Decision? (Accept/ Reject for Technical Evaluation)			
Technical Evaluation Criteria			
Bidder's offer meets the Technical Standards and/or Engineering Standards?			
Bidder offers the requested quantities for each item?			
Technically Compliant (Yes/No)			

Financial Evaluation Criteria	Bid Amount	Revised Bid Amount	Rank (1=lowest bid amount)
Bidder 1			
Bidder 2			
Bidder 3			

ANNEX 1 to PART 1. SAMPLE LETTER OF AUTHORITY

(“Insert Date”)

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

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 of **“Procurement of a Short Wheelbase Dump Truck for Samoa Water Authority” (RFQ No. SWA-VT3/2024)** minor goods 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 to PART 1. DECLARATION OF CONFLICT OF INTEREST FORM

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 of2024.....

ANNEX 3 – QUOTATION PREPARATION CHECKLIST

Item	Check
Complete and Signed Conflict of Interest Form (Annex 2)	
Complete and <i>signed</i> RFQ Form	
Complete and signed Bid Securing Declaration Form	
Letter of Authorisation – Annex 1 (signed by the same person signing the RFQ Form) or Power of Attorney	
Current Business License	
VAGST Certificate (local bidder)	
Detail of Contracts for similar services and value completed in the last 2 years and current contracts of similar goods and/or services in progress.	
Bank Statement for the past three (3) months	
Two (2) business referees	
Delivery Schedule.	