



# REQUEST FOR QUOTATION: MINOR GENERAL SERVICES



## MACHINE HIRE CONTRACTS:

***URBAN OPERATIONS & MAINTENANCE DIVISION***

***RURAL OPERATIONS & MAINTENANCE DIVISION***

***SAVAII OPERATIONS & MAINTENANCE DIVISION***

***(RFQ No. SWA-MH2024/2025)***

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**PART 1: RFQ FORM: REQUEST FOR QUOTATIONS**

**Machine Hire 2024 - 2025**

*Eligible Bidders are requested to respond to this Request for Quotation subject to the provisions contained herein. Complete the Bidder Details and the Schedule before authorized representative signs the Certification. YOU MUST go through the Checklist before submitting your Quotation otherwise risk failing RFQ requirements.*

Bidder Details <i>(complete below)</i> :			
Bidder Name:		Office Address:	
Telephone Number:		Cellphone Number:	
Fax Number:		Email Address:	
Name of Authorized Representative:			
Quotation(s) for <i>(tick applicable box)</i> :	<input type="checkbox"/> Urban Division Machine Hire 2024 – 2025 <input type="checkbox"/> Rural Division Machine Hire 2024 – 2025 <input type="checkbox"/> Savaii Division Machine Hire 2024 - 2025		

**WARNING:** *Failure to complete, sign and submit the following Certification with the quotation package may disqualify your Quotation.*

<b><u>CERTIFICATION</u></b>	
<p>We the bidder having examined and read the RFQ documents (Form, Instructions, Schedule, Purchase Order Conditions) for this RFQ as issued by the Samoa Water Authority (the Principal), do hereby bid and agree to accept the terms and conditions set out in this RFQ and if awarded the contract the terms and conditions in the subsequent Purchase Order.</p>	
<p>_____</p> <p><i>Name of Bidder</i></p>	
<p>_____</p> <p><i>Signature of authorized representative</i></p>	
<p>_____</p> <p><i>Full name and position of authorized representative</i></p>	
<p>Signed this ..... day of .....2024</p>	

## **PART 2: INSTRUCTIONS TO BIDDERS & CHECKLIST**

1. The Principal is the Samoa Water Authority, a public trading body continued under the Samoa Water Authority Act 2003 and under this RFQ duly represented by the Managing Director and the relevant Manager stated in this RFQ Form. To be eligible to quote, the Bidder must be a bona fide contractor or company known by the Principal to be of good character, suitably qualified and financially resourced.

2. **REQUIREMENTS:** The Principal does not have adequate machinery (including related equipment) which it requires for its operations and maintenance needs. To meet some of these needs, the Principal may contract from the private sector through a competitive process seeking the most economical rates and arrangements.

All bidders are required to comply with the following requirements:

(i) All machinery and equipment are to be provided with certification of ownership and evidence of good working order/condition;

(ii) All machinery and vehicles provided are to be installed with functional GPS tracking devices at no additional cost to the Principal. (This instruction applies to Upolu (Urban and Rural) and Savaii machinery and vehicles)

(iii) Where machinery is provided with an operator or driver, the cost of the operator/driver is deemed to be included in the rates. All machinery and equipment supplied will be repaired, serviced, maintained, fuelled and operated by the Supplier, the cost of which is deemed to be included in the rates. The Supplier retains all liability (including public liability) for the operation of the machinery and equipment in a safe and responsible manner as well as for the security of the machinery and equipment on and off-site. The Supplier is also liable for the occupational health and safety of its operators and drivers anywhere and everywhere.

(iv) **RATES:** The Principal has considered the average utilization of machinery and equipment hired in recent years and in its attempts to obtain the most economical and advantageous arrangements it now requires all bidders to quote a Daily Rate as well as an Hourly Running Rate and Standing/Idle Rate. It is anticipated that the Daily Rate will be less costly to the Principal than the aggregate of the Hourly Running Rate for hire that exceeds 1 working day (9am-5pm excluding lunch break). All Bidders MUST provide rates for Daily Rate, Hourly Running Rate and Hourly Standing/Idle Rate. The Principal has sole discretion of which rate to use depending on what is economically advantageous to the Principal.

(vi) **HIRE START TIME:** Bidders are hereby notified that hiring rates start from the time the machine arrives at the site or at the SWA Vaitele compound for Upolu & SWA Salelologa for Savaii. At the SWA compound, Standing/Idle Rates are chargeable unless a Daily Rate is applied in which case the Daily Rate is used.

(vii) All bidders must provide copies of:

- Valid and current Business License
  - VAGST Registration certificate
  - Bank statements for the past 12 months or Audited Financial Statement for the last financial year demonstrating financial stability
  - LTA registration certificate denoting ownership for each machine (where relevant)
  - Operator's valid driver's/operating licence
- (Bidder to nominate 4 machinery Operators as the main designated machinery Operators for this Period Contract with adequate experience and qualifications (driver licence – Machinery operator).**
- Crane Truck/Transporter driver/operator's license and Police report(s) (for bids where crane truck/transporters are included)
  - Any other document required by the Principal to be submitted prior to the Deadline

3. The RFQ for Machine Hire is for provision of machinery (and related equipment) set out in the Schedule on a 12-monthly basis. As a bidder, you must submit one quotation only with this RFQ Form, the Schedule of Machinery Form and required documents by **Tuesday 12<sup>th</sup> November 2024, 11:00am** (the Deadline) at the marked tender box located at SWA TATTE Building Level 2. Sealed envelopes shall be marked with RFQ title, reference number, deadline and the bidder's name and addressed as follows:

<b>To:</b> Fuimaono Dominic Schwalger Managing Director Samoa Water Authority Level 2 TATTE Building SOGI	
RFQ Name.....	RFQ#.....
Deadline: .....2024	
Name of Bidder.....	

4. Quotations must include the completed and signed RFQ Form as well as the completed Schedule of Machinery Form and copies of documents required. Late, faxed and/or emailed quotations will be rejected subject to the discretion of the Managing Director who reserves the right to accept and open late quotations if the number of quotations received is less than three (3). The submission of a Quotation shall be construed by the Principal to mean that the Bidder agrees to abide by and carry out all conditions set forth in the RFQ. Non-compliance with the RFQ requirements may render the quotation liable to rejection.

5. Submission of quotations are not restricted only to bidders who owns and operate all machinery listed in the Schedule of Machinery. A bidder who does not wish to include a certain item(s) on the Schedule of Machinery Form in their submission, can leave that part of the form blank or indicate "no offer".

6. The Principal reserves the right to amend or revise the RFQ documents by addenda up to 3 working days prior to the Deadline. It is the Bidders responsibility to ascertain and verify that it has all of the addenda issued in relation to this RFQ. The Principal further reserves the right to accept any quotation submitted prior to the Deadline, reject any or all quotations at any time without further explanation, accept any part of one or more quotations, reject or accept any quotations which contain qualifying conditions or otherwise fail to conform to the RFQ requirements or waive any non-compliance with the RFQ documents. The lowest or any quotation will not necessarily be accepted.

7. Should the Bidder find any discrepancies, omissions, ambiguities or conflicts or are in doubt as to the meaning of anything in the RFQ documents, the Bidder shall bring the question to the attention of the Principal no less than 5 days prior to the Deadline. Should the Bidder fail to bring such to the Principal's attention within the prescribed time for whatever reason, the Bidder shall accept the decision of the Principal as to the resolution of such discrepancy, omission, ambiguity or conflict and it will be deemed that the Bidder has included the most costly alternative in its Quotation.

8. The Principal may allow a bidder to amend or modify their quotation after submission but prior to the Deadline. Any such amendment or modification will override only those areas so amended or modified. Only one amend/modification submission is permitted per bidder unless amendment or modification is required by way of a Principal's addenda. The Principal reserves the right to conduct discussions with any Bidder that submitted a Quotation to assure full understanding of the quotation submitted.

9. This RFQ does not commit the Principal to award a contract or pay any costs incurred by any bidder or third party in the preparation of a quotation or attendance at a preparatory meeting or post-award meeting with the Principal. All bidders must respond to the RFQ by taking care to comprehend the RFQ documents (Form and Schedule) as well as the geographical locations or sites the machines/equipment may be deployed. All Bidders are to take note that for SWA Rural Operations Division needs, the machines/equipment will be deployed away from the urban/town area in Upolu and so bidders are deemed to have included all associated costs into their submitted rates for Rural Operations hire. The Principal will not entertain any request to revise rates during the term of the contract based on increased costs (fuel, labour, geographical locations etc). Bidders shall bear their own costs of preparing a quotation to respond to this RFQ. Bidders shall submit a complete Quotation (with the Certification signed by an authorized representative of the bidder) subject to all conditions contained in the RFQ documentation. Failure to comply may result in the quotation being rejected.

10. **CONFLICT OF INTEREST** - Bidders are required to declare any conflict of interest associated with any relationship that may reasonably be perceived to potentially conflict or impact on their ability to participate in the procurement process. In the event that the Principal considers that a conflict of interest or a potential conflict of interest exists, the Principal will in its absolute discretion decide on the appropriate course of action including but not limited to disqualifying the bidder's quote from consideration for award. **ALL Bidders** must complete, sign and submit with their Quotation the Declaration of Conflict of Interest Form included in these RFQ Documents as Annex 2. 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 remedies such as cost or compensation for loss.

11. **OPENING:** The opening of quotations will be undertaken by the Principal and may be open to bidders unless otherwise decided by the Managing Director. A decision to award the contract may be made after the Principal has had an opportunity to examine and evaluate all quotations received.
12. **VALIDITY PERIOD:** Quotations shall remain valid for **90 days** from the Deadline and no bidder may change or withdraw its quotation within that validity period. If the Bidder is awarded the contract, the contract award is based on the rates submitted in this RFQ and the bidder is prohibited from revising any rates already submitted and accepted by the Principal. Failure to comply with this instruction constitutes a material deviation with the RFQ requirements and may jeopardise the bidder's future procurement participation with the Samoa Water Authority for any contract.
13. **EVALUATION:** Quotations shall be evaluated to establish responsiveness to the RFQ requirements, specified schedules, commercial conditions and instructions to bidders. The quotation(s) found to be substantially responsive after the administrative evaluation shall be checked firstly for financial soundness based on the bank statement provided. Following the assessment of their financial status the quote will then be checked for arithmetic errors in their financial offer (provided in the "Machinery Hire Schedule"). The evaluation of the financial offer will be based on the "daily rate". After arithmetical assessment and correction (if any) of the quotation(s), the bidder found to be substantially responsive and offering the lowest price (per item on the Schedule of Machinery) may be asked to enter into negotiations for the contract. Upon successful contract negotiations, the contract may be awarded. The results of the evaluation will be notified denoting only the successful bidder
14. During the evaluation period, the Principal shall inspect the plant and machinery offered by the bidder. Upon notification by the Principal, the bidder shall arrange for machinery to be available for inspection, preferably at the bidder's site office. The bidder must be in possession of and present current warrant of fitness for each machine.
15. **AWARD:** Award of contract notification shall be effected through the issuance of a Letter of Award and execution of Contract Agreement or issuance of Purchase Order to provide the services which once accepted by the successful bidder shall constitute the Contract. The Principal reserves the right to award more than one contract under this RFQ. For example. Urban Operations Machine Hire Contract can be awarded to more than one bidder.
16. **EMERGENCY/DISASTER PRIORITY:** The Principal anticipates that all plant, machinery and equipment hired under this Contract will be readily available and at no extra charge to provide service to the Principal in the event of an emergency or disaster.

**ATTENTION!**  
**CHECKLIST:**

Bidders are **required** to provide the following documents in their Quotation (*please attach clear and legible photocopies of each of the following documents and tick the box indicated*):

- (i) LTA Registration certificate   
*(Proof of legal ownership required where relevant for each machine)*
- (ii) VAGST registration certificate(if VAGST registered)
- (iii) Valid Business license certificate
- (iv) Drivers/operator license for each operator/driver
- (v) Bank statements for the past 12 months or Audited Financial Statement for the last financial year demonstrating financial stability
- (vi) Crane Truck/Transporter driver/operators license and Police report(s) (for bids where crane truck/transporters are included)

***Failure to provide these above documents may result in the rejection of your Quotation.***

Should the bidder be contacted for inspection of their plant and machinery offered, the bidder shall ensure that:

- (i) Current Warrant of Fitness for each machine is displayed /available  
(proof of working order / condition required where relevant for each machine)

The **successful bidder** must provide the following items within five (5) days of being notified of award of contract:

- (ii) Verification of installation of functional GPS tracking devices for all applicable machinery and vehicles

## **PART 3: PURCHASE ORDER CONDITIONS**

The following documents shall form part of the Purchase Order

- (a) Part 1: The Purchase Order Form
- (b) Part 3: Purchase Order Conditions
- (c) Part 4: Schedule 1 – Schedule of Machinery

### **1. THE SERVICE PROVIDER AGREES TO:**

1.1 Provide all machinery and equipment listed in Schedule 1 which are in good working order/condition and with current registration and fitness warranty.

1.2 Ensure that all machinery and equipment listed in the Schedule 1 is readily available to the Principal at any time upon request by the authorised representatives of the Principal;

1.3 Repair, service, maintain, fuel and operate all machinery and equipment;

1.4 Ensure all operators and drivers employed operate the machinery and equipment in a safe and responsible manner consistent with occupational health and safety requirements;

1.5 To provide all machinery and equipment listed in the Schedule 1 for 12 months from the Commencement Date;

1.6 Ensure all drivers and operators are monitored so as to prevent any corrupt practices or collusion with employees of the Principal which may result in a loss to the Principal;

1.7 Apply a discount of **5%** of the total invoice if payment is made by the Principal within **30 days** of receipt of invoice by the Principal;

1.8 Be timely in the provision of billings and invoices to the Principal.

1.9 To be responsible for any machines and/or vehicles in part or whole left unattended by the Service Provider.

### **THE PARTIES HERETO AGREE AS FOLLOWS:**

#### **2. SCOPE OF SERVICES**

2.1 The Parties to this Contract are the Samoa Water Authority (the Principal) and the Service Provider. The Principal shall be represented by the Supervisor who shall be the Manager of the Division or a delegate.

2.2 The Service Provider, as an independent Service Provider, shall perform the services set out in the Request for Quotation Form (collectively referred to as the Services)

#### **3. COMMENCEMENT OF CONTRACT**

3.1 The Service Provider shall commence the Services on the day which this Purchase Order is executed or as agreed by both parties (referred to as the Commencement Date).

#### **4. DURATION OF CONTRACT**

4.1 The duration of the Contract shall be approximately twelve (12) months from the Commencement Date.

4.2 The duration of Contract is subject to a probationary period of three (3) months from the Commencement Date during or after which time the Principal may terminate the Purchase Order with the Service Provider on the grounds of poor performance.

#### **5. SERVICE PROVIDER'S ADHERENCE TO LAW**

5.1 The Service Provider shall in performing the services 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 Services.

#### **6. ENTIRE PURCHASE ORDER AND VARIATIONS**

6.1 This Purchase Order 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.

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

#### **7. PERFORMANCE AND SAFETY STANDARDS**

7.1 The Service Provider agrees to perform the Services in accordance with statutory requirements and best practice.

7.2 The Service Provider and its employees and/or agents must also ensure that all required safety and protection clothing and equipment are used when performing the Services.

7.3 The Service Provider shall ensure that safety measures and precautions are adhered to by its employees/agents. The Service Provider shall also take measures to ensure the safety of the public and inspecting officers and property under this Contract while undergoing the services. The Service Provider shall be responsible for any injury, loss or damage caused due to its failure to undertake these safety measures and precautions.

#### **8. RATES**

8.1 All rates are inclusive of VAGST and Withholding Tax.

8.2 The Principal may withhold the Withholding Tax portion of any and all payments and pay such portions direct to the Ministry for Revenue.

8.3 The **Daily Rate** will be charged where the machine is deployed and being used for more than 1 working day and on a regular daily basis. A working day is 9am – 5pm Monday to Friday (excluding lunch break) and excluding Public Holidays. The Daily Rate for Items 1 and 2 in Schedule 1 is inclusive of all taxes, transport, consumables, servicing, maintenance, insurance as well as all other related costs including operator/driver costs. The same applies to the remaining items

in Schedule 1 with the exception of transport costs. Both parties accept that the Daily Rate will be charged for all items which the Principal requires to hire on a daily basis.

8.4 The **Hourly Running Rate** will be charged per hour for when machinery and equipment are actually used by the Principal. The Hourly Running Rate is inclusive of transport, consumables, servicing, maintenance, insurance and all other related costs including operator costs.

8.5 The **Hourly Standing or Idle Rate** will be charged per hour for when machinery is not being used by the Principal and is idle but available on-site for the use of the Principal. This rate will not be charged where the machinery is not being used because it is not in working order (in such event no charge shall be payable by the Principal). Transport, consumables, servicing, maintenance, operator/driver costs are not chargeable or payable under this Rate.

8.6 Despite the above, the Principal reserves the right to determine whether the Daily Rate or Hourly Rate is used.

## **9. CONDITION OF MACHINERY AND EQUIPMENT AND BREAKDOWN**

9.1 All machinery and equipment hired by the Principal under this contract must be in good working order and condition and fully licensed and roadworthy. The Service Provider is responsible for ensuring the machinery and equipment is in such order and condition and that the operators/drivers are competent, qualified, licensed to operate all machinery and equipment with minimum risk of breakdown. Breakdown on site shall not be chargeable to the Principal and shall not be considered as chargeable under a Standing or Idle Rate. No hire charges shall be payable by the Principal in respect of the duration of any period during which the machinery/equipment is unsafe or unsatisfactory.

9.2 In the event of a breakdown which causes a significant impact on the Principal's work schedule (in particular where the duration of the breakdown is more than one hour), the Principal shall immediately notify the Service Provider who will ensure either a replacement machine is deployed at no extra cost (other than the applicable hire rate excluding the cost of transporting the replacement machine to the site). The Principal may penalize the Service Provider for the negative impact by deducting the Hourly Standing/Idle Rate for each hour of the breakdown where the Principal is unable to proceed with its work schedule due to the breakdown.

## **10. AUTHORISED REPRESENTATIVES**

10.1 The following are the authorised representatives for the Principal and who shall be the only persons the Service Provider may receive orders:

Managing Director (Fuimaono Dominic Schwalger) (for any order);

Manager (Leota Namulauulu Irasa Mauala-Alafau) (for Urban Operations Division orders)

Manager (Taiulu Savelio Imo) (for Rural Operations Division orders)

Manager (William Tupai) (for Savaii Operations Division orders)

Engineer(s) (to be named) (for Upolu Urban, Rural and Savaii Operations Division orders)

Manager (Futialo Tafeamaalii Philip Kerslake) for project works;

10.2 The Principal shall ensure no other employee or officer contacts the Service Provider directly for orders and the Service Provider shall ensure it shall only accept orders from the abovenamed authorised representatives.

10.3 Both parties agree that the Principal is not obliged to make payment on any orders which have been ordered by people other than the abovenamed authorised representatives. Otherwise, the Principal may allow any such orders only upon the endorsement of the Managing Director.

## **11. SUSPENSION OF ORDERS**

11.1 The Principal will notify the Service Provider in writing of when orders from a particular Division or project has been suspended. In such event, the Service Provider will not supply or service any order for that Division or project unless otherwise approved beforehand by the Managing Director. The Principal will not be responsible for the payment of any orders made after the notification and without the approval of the Managing Director. This does not affect payments for orders made and approved by the Principal before the notification of suspension.

11.2 The Principal reserves all rights to revoke the suspension orders upon written notification signed by the Managing Director. Once the suspension order is revoked in such manner, the Service Provider may continue to supply or service orders. Otherwise, the suspension order remains in force unless revoked by the Managing Director.

## **12. VEHICLE & MACHINERY TRACKING (For both Upolu (Urban & Rural) and Savaii Machinery**

12.1. The Service Provider shall install functional GPS tracking devices on all machinery and vehicles provided under this purchase order at no cost to the Principal.

12.2 The Service Provider shall provide any and all information to the Principal on vehicle and machinery's daily tracking either upon request of the Principal or in the absence of such request at the Service Provider's own volition.

12.3 The Service Provider is responsible for keeping its GPS tracking devices in good working order at all times, and report to the Principal any findings of possible abuse involving employees of the Principal.

## **13. EMERGENCY / DISASTER PRIORITY**



13.1 The Service Provider shall ensure that all plant, machinery and equipment hired under this Purchase Order will be made readily available, and at no extra charge to provide service, to the Principal in the event of an emergency or disaster.

#### **14. PAYMENT**

14.1 The Principal shall make payment to the Service Provider within thirty (30) days of receipt of an invoice approved and certified by the Supervisor

14.2 All payments to be made by the Service Provider under this Purchase Order for the carrying out of the Services shall be made within seven (7) days of the certification by the Principal of the performance of the Services to which the invoice relates.

#### **15. INSURANCE & INDEMNITY**

15.1 The Service Provider will bear all risks which are Service Provider's risks including but not limited to occupational health and safety of its employees and safety of the public and SWA employees while the Services are being performed.

15.2 Accordingly the Service Provider shall arrange appropriate insurance cover

15.3 The Service Provider shall indemnify the Principal for and against all losses and liabilities which may arise as a result of the Service Provider's negligence. This clause shall survive termination or expiration of this purchase order.

#### **16. CORRUPT & FRAUDULENT PRACTICES**

16.1 The Principal requires that the Service Provider 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 occurring in quotation, delivery & completion processes may result in disqualification, termination of purchase order and sanctions including debarment from future procurement.

#### **17. SUSPENSION OR TERMINATION**

17.1 The Principal may suspend the performance of the Services at its convenience upon giving the Service Provider 7 days notice.

17.2 The Principal may also suspend the performance of the Services for a period to be determined by the Principal in the event that the Service Provider breaches this Contract or in the event the Service being performed by the Service Provider is not up to standard.

17.3 The Principal may by notice in writing terminate the Purchase Order without prejudice to or limitation of its rights or remedies if the Service Provider:

- (a) fails to perform during the probationary period set out in clause 4.2 of this;
  - (b) fails to commence the Services at the time and manner required by the Purchase Order;
  - (c) fails to execute the Services to the standard required under the Purchase Order;
  - (d) fails to disclose a conflict of interest;
  - (e) breaches its obligations under this Agreement;
  - (f) poor performance following the probation period;
- and** the Service Provider 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 Service Provider.

17.4 The Service Provider 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 Purchase Order;
  - (b) breaches its obligations under this Purchase Order;
- 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 Service Provider.

#### **18. NOTICES**

18.1 Any notice, demand, consent in writing or other communication required to be given or made under or pursuant to this Purchase Order will be:

- (a) given by being delivered by hand delivery 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:  
The Managing Director  
Samoa Water Authority  
PO Box 245  
**APIA**  
Telephone: (685) 20409  
Cc: Manager Urban Operations and/or  
Manager Rural Operations (for Upolu)  
CC: Manager Savaii (for Savaii)
  - (ii) in the case of the Service Provider at the address  
*(insert details of Service Provider)*

<b>PART 4: SCHEDULE OF MACHINERY FORM</b>
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**PLEASE COMPLETE & SUBMIT THE SCHEDULE ATTACHED**

The bidder shall complete and submit the following template(s) in their quotation. Failure to use the template provided in this document may be grounds to reject any quotation submitted.

# Schedule of Machinery 2024-2025

## URBAN O & M Division:

<u>Machinery &amp; Equipment (Description)</u>	<u>Make&amp; Model/Capacity (Particulars of the Machinery/Equipment INCLUDING if GPS installed)</u>	<u>Year acquired &amp; Total cumulative hours worked</u>	<u>Transportation rate* (per hr) incl VAGST</u>	<u>Daily Rate (per DAY<sup>†</sup>) incl VAGST</u>	<u>Hourly Running Rate<sup>‡</sup> (per HOUR) SAT\$ incl VAGST</u>	<u>Hourly Standing/Idle Rate<sup>§</sup> (per HOUR) SAT\$ incl VAGST</u>	<u>Overtime/Afterhours Rate** (%) for Operator/Transporter Driver</u>
1. Excavator* (1-2 tons) (		Year:  Hours:	N/A				
2. Excavator* (2-4 tons)		Year:  Hours:	N/A				
3. Excavator (5-7 tons) (		Year:  Hours:	N/A				
4. Excavator (8-10 tons)		Year:  Hours:					
5. Excavator (11-14 tons)		Year:  Hours:					

\*Daily continuous hire of Items 1 (Excavator 1-2 tons) and/or Item 2 (2-4 tons) is guaranteed as these machines are required for daily operational and maintenance works. **In consideration of its daily use, the Bidder shall provide competitive rates for this item. The Principal reserves the right to award a separate hire contract for this item only.**

†Cost of transporting machinery from the supplier's compound chargeable and payable for the transportation of the machine from the Supplier's compound to the location where it is required and the collection of the machine upon the completion of the works unless the machine breaks down and/or needs to be replaced. In such an event, the Supplier must bear all expenses at no extra cost to the Principal. This rate should be inclusive of VAGST (if applied) and withholding tax.

‡ Subject to the sole discretion of the Principal on which rate to use and be charged for, the Daily Rate will be charged where the machine is deployed and being used for more than 1 working day (working day 9am-5pm excluding lunch break). HOWEVER this shall be at the sole discretion of the Principal. As well as VAGST and withholding tax, rate is inclusive of transport, consumables, servicing, maintenance, insurance and (where applicable) operator/driver costs for Items 1, 2 and 3. The same applies to the remaining items / machines provided in the schedule of machinery with the exception of transportation costs which the bidder shall provide separately. **It is anticipated that the Daily Rate will be less costly than the Hourly Running Rate total for any one working day (9am-5pm).** Where the Daily Rate is accepted by the Principal, that rate will apply to full working days where the machinery is on-site from 9am-5pm (excluding lunch break). It is anticipated that the Daily Rate will be used for machines hired for a Division's daily Operation & Maintenance works. **All Bidders MUST provide rates for Transportation Rate, Daily Rate, Hourly Running Rate and Hourly Standing/Idle Rate.**

§ Hourly Running Rate chargeable and payable only for hours the machinery is actually used by the Principal for the purpose(s) for which they are hired under this Agreement. As well as VAGST and withholding tax, rate is inclusive of transport (where applicable), consumables, servicing, maintenance, insurance and (where applicable) operator costs.

¶ Hourly Standing or Idle Rate chargeable and payable only for hours in which the machinery is not being used on-site and is standing idle. The Rate should be inclusive of VAGST (if applied), withholding tax but exclusive of transport, consumables, servicing, maintenance, operator etc as these items are not chargeable or payable under this rate. The Standing or Idle Rate is anticipated to cover for the convenience of having the machinery on-site (or at a location approved by the Principal) and available for the Principal's use on-site.

\*\* Overtime/Afterhours Rate: charge starts from 6pm on weekdays and full day on Saturdays, Sundays and Public Holidays. This rate shall only apply for working hours of the Operators/Transport Drivers and does not apply as a rate for Machinery whereas 20% increase in rates for afterhours hire from 6pm onwards and Saturday and 40% increase in rates for Sundays and Public Holidays.

<u>Machinery &amp; Equipment (Description)</u>	<u>Make &amp; Model/Capacity (Particulars of the Machinery/Equipment INCLUDING if GPS installed)</u>	<u>Year acquired &amp; Total cumulative hours worked</u>	<u>Transportation rate* (per hr) incl VAGST</u>	<u>Daily Rate (per DAY<sup>†</sup>) incl VAGST</u>	<u>Hourly Running Rate<sup>‡</sup> (per HOUR) SAT\$ incl VAGST</u>	<u>Hourly Standing/Idle Rate<sup>§</sup> (per HOUR) SAT\$ incl VAGST</u>	<u>Overtime/Afterhours Rate<sup>**</sup> (%) for Operator/Transporter Driver</u>
6. Excavator (15-20 tons)		Year:  Hours:					
7. Backhoe		Year:  Hours:					
8. Loader (Caterpillar 926E)		Year:  Hours:					
9. Truck (6 Wheeler)		Year:  Hours:	N/A				
10. Truck (10 Wheeler)		Year:  Hours:	N/A				
11. Transporter		Year:  Hours:	N/A				
		<b>TOTAL</b>					

**Note 1:** Breakdown of machine on-site shall not be chargeable to the Principal and shall not be considered as chargeable under a standing/idle rate. No hire charges shall be payable in respect of the duration of any period during which the machine/equipment is unsafe or unsatisfactory. The Supplier is responsible for ensuring the machine is in good working order and the operator is qualified and competent to operate the machine with minimum risk of breakdown. The Principal in the case of a breakdown where it causes a significant impact on the Principal's work schedule (breakdown duration more than 1 hour) will immediately notify the Supplier of the breakdown. The Supplier will ensure either a replacement machine is provided at no extra cost to the Principal so that the risk of delaying the works of the Principal is minimized. The Principal may penalize the Supplier for the impact by deducting the Standing/Idle Rate for each hour of the breakdown where the Principal is unable to proceed with the works scheduled for that day due to the breakdown.

**Note 2:** Bidders are requested to submit a discount rate for early payments (payments made by the Principal within a certain time period after the receipt by the Principal of invoice):

**DISCOUNT RATE OFFER BY BIDDER:**

**Name of Bidder:**.....

The Bidder hereby agrees to a **Discount rate** of **5%** of the total invoice if payment is made by the Principal within **30 days** of receipt by Principal of invoice.

**Note 3:** The notes and footnotes in this Schedule form part of the Contract between the Supplier and the Principal.

# SCHEDULE OF MACHINERY 2024 - 2025

## RURAL O & M DIVISION:

<u>Machinery &amp; Equipment (Description)</u>	<u>Make&amp; Model/Capacity (Particulars of the Machinery/Equipment INCLUDING if GPS installed)</u>	<u>Year acquired &amp; Total cumulative hours worked</u>	<u>Transportation rate<sup>††</sup> (per hr<sup>††</sup>) incl VAGST</u>	<u>Daily Rate (per DAY<sup>§§</sup>) incl VAGST</u>	<u>Hourly Running Rate<sup>***</sup> (per HOUR) SAT\$ incl VAGST</u>	<u>Hourly Standing/Idle Rate<sup>†††</sup> (per HOUR) SAT\$ incl VAGST</u>	<u>Overtime Rate<sup>†††</sup> 1 (%) for Operator/Transporter Driver  (Afterhours/Sat)</u>
1. Excavator*  (1-2 tons)  (rate must include cost for transporter / truck)		Year:  Hours:					
2. Excavator  (2-4 tons)  (rate must include cost for transporter / truck)		Year:  Hours:					
3. Excavator  (8-10 tons)		Year:  Hours:					
4. Excavator  (11-14 tons)		Year:  Hours:					
5. Excavator  (15-20 tons)		Year:  Hours:					

<sup>††</sup>Cost of transporting machinery from the supplier's compound chargeable and payable for the transportation of the machine from the Supplier's compound to the location where it is required and the collection of the machine upon the completion of the works unless the machine breaks down and/or needs to be replaced. In such an event, the Supplier must bear all expenses at no extra cost to the Principal. This rate should be inclusive of VAGST (if applied) and withholding tax.

<sup>††</sup> Transportation rate Items 1 and 2 above are chargeable for distance travelled (per kilometer rate)

<sup>§§</sup> Subject to the sole discretion of the Principal on which rate to use and be charged for, the Daily Rate will be charged where the machine is deployed and being used for more than 1 working day (working day 9am-5pm excluding lunch break). HOWEVER this shall be at the sole discretion of the Principal. As well as VAGST and withholding tax, rate is inclusive of transport, consumables, servicing, maintenance, insurance and (where applicable) operator/driver costs for Items 1, 2 and 3. The same applies to the remaining items / machines provided in the schedule of machinery with the exception of transportation costs which the bidder shall provide separately. It is anticipated that the Daily Rate will be less costly than the Hourly Running Rate total for any one working day (9am-5pm). Where the Daily Rate is accepted by the Principal, that rate will apply to full working days from 9am-5pm (excluding lunch break). It is anticipated that the Daily Rate will be used for machines hired for a Division's daily Operation & Maintenance works. **All Bidders MUST provide rates for Transportation Rate, Daily Rate, Hourly Running Rate and Hourly Standing/Idle Rate.**

<sup>\*\*\*</sup> Hourly Running Rate chargeable and payable only for hours the machinery is actually used by the Principal for the purpose(s) for which they are hired under this Agreement. As well as VAGST and withholding tax, rate is inclusive of transport (where applicable), consumables, servicing, maintenance, insurance and (where applicable) operator costs.

<sup>†††</sup> Hourly Standing or Idle Rate chargeable and payable only for hours in which the machinery is not being used on-site and is standing idle. The Rate should be inclusive of VAGST (if applied), withholding tax but exclusive of transport, consumables, servicing, maintenance, operator etc as these items are not chargeable or payable under this rate. The Standing or Idle Rate is anticipated to cover for the convenience of having the machinery on-site and available for the Principal's use on-site.

<sup>†††</sup> Overtime/Afterhours charge starts from 6pm on weekdays and full day on Saturdays, Sundays and Public Holidays. This applies to the Operators only not the Machineries whereas 20% increase in rates for afterhours hire from 6pm onwards and Saturday and 40% increase in rates for Sundays and Public Holidays.

\*Daily continuous hire of Item 1 (Excavator 1-2 tons) is guaranteed as these machines are required for daily operational and maintenance works. **In consideration of its daily use, the Bidder shall provide competitive rates for this item. The Principal reserves the right to award a separate hire contract for this item only.**

<u>Machinery &amp; Equipment (Description)</u>	<u>Make&amp; Model/Capacity (Particulars of the Machinery/Equipment INCLUDING if GPS installed)</u>	<u>Year acquired &amp; Total cumulative hours worked</u>	<u>Transportation rate<sup>††</sup> (per hr<sup>††</sup>) incl VAGST</u>	<u>Daily Rate (per DAY<sup>§§</sup>) incl VAGST</u>	<u>Hourly Running Rate<sup>***</sup> (per HOUR) SAT\$ incl VAGST</u>	<u>Hourly Standing/Idle Rate<sup>***</sup> (per HOUR) SAT\$ incl VAGST</u>	<u>Overtime Rate<sup>***</sup> 1 (%) for Operator/Transporter Driver (Afterhours/Sat)</u>
6. Loader (Caterpillar 926E)		Year:  Hours:					
7. Truck (6 Wheeler)		Year:  Hours:	N/A				
8. Truck (10 Wheeler)		Year:  Hours:	N/A				
9. Water pump		Year:  Hours:	N/A				
10. Tar (Road) Cutter		Year:  Hours:	N/A				
11. Plate compactor			N/A				
12. Light duty crane truck		Year:  Hours:	N/A				
13. Transporter		Year:  Hours:	N/A				
		<b>TOTAL</b>					

**Note 1:** Breakdown of machine on-site shall not be chargeable to the Principal and shall not be considered as chargeable under a standing/idle rate. No hire charges shall be payable in respect of the duration of any period during which the machine/equipment is unsafe or unsatisfactory. The Supplier is responsible for ensuring the machine is in good working order and the operator is qualified and competent to operate the machine with minimum risk of breakdown. The Principal in the case of a breakdown where it causes a significant impact on the Principal's work schedule (breakdown duration more than 1 hour) will immediately notify the Supplier of the breakdown. The Supplier will ensure either a replacement machine is provided at no extra cost to the Principal so that the risk of delaying the works of the Principal is minimized. The Principal may penalize the Supplier for the impact by deducting the Standing/Idle Rate for each hour of the breakdown where the Principal is unable to proceed with the works scheduled for that day due to the breakdown.

**Note 2:** Bidders are requested to submit a discount rate for early payments (payments made by the Principal within a certain time period after the receipt by the Principal of invoice) (refer to Part 3, 1. (1.7) of this tender document):

**DISCOUNT RATE OFFER BY BIDDER:**

**Name of Bidder:**.....

The Bidder hereby agrees to a **Discount rate** of **5%** of the total invoice if payment is made by the Principal within **30 days** of receipt by Principal of invoice.

**Note 3:** The notes and footnotes in this Schedule form part of the Contract between the Supplier and the Principal.

## SCHEDULE OF MACHINERY 2024 - 2025

### SAVAII O & M DIVISION:

<u>Machinery &amp; Equipment (Description)</u>	<u>Make&amp; Model/Capacity (Particulars of the Machinery/Equipment INCLUDING if GPS installed)</u>	<u>Year acquired &amp; Total cumulative hours worked</u>	<u>Transportation rate<sup>1</sup> (per hr<sup>2</sup>) incl VAGST</u>	<u>Daily Rate (per DAY<sup>3</sup>) incl VAGST</u>	<u>Hourly Running Rate<sup>4</sup> (per HOUR) SAT\$ incl VAGST</u>	<u>Hourly Standing/Idle Rate<sup>5</sup> (per HOUR) SAT\$ incl VAGST</u>	<u>Overtime Rate<sup>6</sup> 1 (%) for Operator/Transporter Driver  (Afterhours/Sat)</u>
1. Excavator*  (1-2 tons)  Transportation rate per kilometer travelled		Year:  Hours:					
2. Excavator  (2-4 tons)  Transportation rate per kilometer travelled		Year:  Hours:					
3. Excavator  (8-10 tons)		Year:  Hours:					
4. Excavator  (11-14 tons)		Year:  Hours:					
5. Excavator  (15-20 tons)		Year:  Hours:					

<sup>1</sup>Cost of transporting machinery from the supplier's compound chargeable and payable for the transportation of the machine from the Supplier's compound to the location where it is required and the collection of the machine upon the completion of the works unless the machine breaks down and/or needs to be replaced. In such an event, the Supplier must bear all expenses at no extra cost to the Principal. This rate should be inclusive of VAGST (if applied) and withholding tax.

<sup>2</sup> Transportation rate Items 1 and 2 above are chargeable for distance travelled (per kilometer rate)

<sup>3</sup> Daily Rate will be charged where the machine is deployed and being used for more than 1 working day (working day 9am-5pm excluding lunch break). As well as VAGST and withholding tax, rate is inclusive of transport, consumables, servicing, maintenance, insurance and (where applicable) operator/driver costs for Items 1 and 2. The same applies to the remaining items / machines provided in the schedule of machinery with the exception of transportation costs which the bidder shall provide separately. It is anticipated that the Daily Rate will be less costly than the Hourly Running Rate total for any one working day (9am-5pm). Where the Daily Rate is accepted by the Principal, that rate will apply to full working days from 9am-5pm (excluding lunch break). It is anticipated that the Daily Rate will be used for machines hired for a Division's daily Operation & Maintenance works. **All Bidders MUST provide rates for Transportation Rate, Daily Rate, Hourly Running Rate and Hourly Standing/Idle Rate.**

<sup>4</sup> Hourly Running Rate chargeable and payable only for hours the machinery is actually used by the Principal for the purpose(s) for which they are hired under this Agreement. As well as VAGST and withholding tax, rate is inclusive of transport (where applicable), consumables, servicing, maintenance, insurance and (where applicable) operator costs

<sup>5</sup> Hourly Standing or Idle Rate chargeable and payable only for hours in which the machinery is not being used on-site and is standing idle. The Rate should be inclusive of VAGST (if applied), withholding tax but exclusive of transport, consumables, servicing, maintenance, operator etc as these items are not chargeable or payable under this rate. The Standing or Idle Rate is anticipated to cover for the convenience of having the machinery on-site and available for the Principal's use on-site.

<sup>6</sup> Overtime/Afterhours charge starts from 6pm on weekdays and full day on Saturdays, Sundays and Public Holidays. This applies to the Operators only not the Machineries whereas 20% increase in rates for afterhours hire from 6pm onwards and Saturday, and 40% increase in rates for Sundays and Public Holidays.

\*Daily continuous hire of Item 1 and or Item 2 is required for daily and maintenance works. **In consideration of its daily use, the Bidder shall provide competitive rates for this item as well as the Transportation Rate (per kilometer travelled) which is the rate of transporting Items 1 or 2 to the work site. The Principal reserves the right to award a separate hire contract for this item only.**



<u>Machinery &amp; Equipment (Description)</u>	<u>Make&amp; Model/Capacity (Particulars of the Machinery/Equipment INCLUDING if GPS installed)</u>	<u>Year acquired &amp; Total cumulative hours worked</u>	<u>Transportation rate<sup>1</sup> (per hr<sup>2</sup>) incl VAGST</u>	<u>Daily Rate (per DAY<sup>3</sup>) incl VAGST</u>	<u>Hourly Running Rate<sup>4</sup> (per HOUR) SAT\$ incl VAGST</u>	<u>Hourly Standing/Idle Rate<sup>5</sup> (per HOUR) SAT\$ incl VAGST</u>	<u>Overtime Rate<sup>6</sup> 1 (%) for Operator/Transporter Driver (Afterhours/Sat)</u>
6. Loader (Caterpillar 926E)		Year:  Hours:					
7. Truck (6 Wheeler)		Year:  Hours:	N/A				
8. Truck (10 Wheeler)		Year:  Hours:	N/A				
9. Heavy duty crane truck		Year:  Hours:	N/A				
10. Transporter		Year:  Hours:	N/A				
		<b>TOTAL</b>					

**Note 1:** Breakdown of machine on-site shall not be chargeable to the Principal and shall not be considered as chargeable under a standing/idle rate. No hire charges shall be payable in respect of the duration of any period during which the machine/equipment is unsafe or unsatisfactory. The Supplier is responsible for ensuring the machine is in good working order and the operator is qualified and competent to operate the machine with minimum risk of breakdown. The Principal in the case of a breakdown where it causes a significant impact on the Principal's work schedule (breakdown duration more than 1 hour) will immediately notify the Supplier of the breakdown. The Supplier will ensure either a replacement machine is provided at no extra cost to the Principal so that the risk of delaying the works of the Principal is minimized. The Principal may penalize the Supplier for the impact by deducting the Standing/Idle Rate for each hour of the breakdown where the Principal is unable to proceed with the works scheduled for that day due to the breakdown.

**Note 2:** Bidders are requested to submit a discount rate for early payments (payments made by the Principal within a certain time period after the receipt by the Principal of invoice) (*refer to Part 3, 1. (1.7)*):

**DISCOUNT RATE OFFER BY BIDDER:**

**Name of Bidder:** .....

The Bidder hereby agrees to a **Discount rate** of 5% of the total invoice if payment is made by the Principal within **30 days** of receipt by Principal of invoice.

**Note 3:** The notes and footnotes in this Schedule form part of the Contract between the Supplier and the Principal

## ANNEX 1: SAMPLE EVALUATION GRIDS

Compliance Checklist	Bidder 1	Bidder 2	Bidder 3
<ul style="list-style-type: none"> <li>• RFQ Submission Form and Certification properly completed and tender submitted within deadline?</li> </ul>			
<ul style="list-style-type: none"> <li>• Completed and signed Declaration of Conflict of Interest form</li> </ul>			
<ul style="list-style-type: none"> <li>• Is the Bidder free from conflict of interest with the Authority?</li> </ul> <p><b>If the Bidder has a known conflict of interest, real or perceived, with the Authority, and has / has not declared their conflict:</b></p> <ul style="list-style-type: none"> <li>• Is the conflict considered to have no impact on the integrity of the Authority's procurement process?</li> </ul>			
<ul style="list-style-type: none"> <li>• Bank Statements Statement for the past 12 months or Audited Financial Statement for the last financial year provided.</li> </ul>			
<ul style="list-style-type: none"> <li>• LTA registration certificate denoting ownership of each machine provided?</li> </ul>			
<ul style="list-style-type: none"> <li>• Current and valid license for four (4) operators/drivers submitted?</li> </ul>			
<ul style="list-style-type: none"> <li>• Current and valid Business License provided?</li> </ul>			
<ul style="list-style-type: none"> <li>• VAGST certificate provided?</li> </ul>			
<ul style="list-style-type: none"> <li>• License and Police report for each crane truck or transporter driver/operator provided?</li> </ul>			
<ul style="list-style-type: none"> <li>• Schedule of Machinery provided?</li> </ul>			
<p><b>Overall Decision?</b> <b>(Accept/ Reject for financial evaluation)</b></p>			

**ANNEX 2: 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. **YOU MUST USE THIS FORM** (failure to use this form may result in disqualification)*

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 this .....day of .....2024.