



REQUEST FOR QUOTATION: MINOR WORKS



Construction of Moamoa Fou Chambers RFQ No. SWA-U43.2 2025

Funded by: Government Budget Support

June 2025

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PART 1: Instructions to Bidders

1. Scope

- (a) The Principal is the Government of Samoa, represented by **Samoa Water Authority**
- (b) The Engineer or Project Manager is the Principal's Supervising Technical Entity representative stated on the Request for Quotation.
- (c) This Request for Quotation applies to the provision of WORKS of a minor, simple nature.

2. Bidder Eligibility – the Bidder shall

- (a) Be a bona fide small contractor known by the Principal to be suitably qualified, experienced and financially resourced.
 - i. provide an authenticated copy of its currently valid Business License.
 - ii. provide an authenticated copy of its current VAGST Certificate from the Ministry of Customs & Revenue (MCR), Samoa.
 - iii. provide a notarized power of attorney or Letter of Authority (Annex I) authorizing the signatory of the Quotation to represent the Bidder, sign the Quotation and accept a Letter of Award.
- (b) Notwithstanding that requirements i, ii & iii may be waived if previously submitted documents are valid for the specified Completion Period.
- (c) The Principal reserves all rights to reject any or all quotations submitted and re-advertise/retender the Works.

3. Bidder Qualification – the Bidder must provide

- (a) A list of works of a similar nature & value satisfactorily completed within the last two years – these shall have an annual average value of **SAT\$ 25,000** or more.
- (b) Details of all works currently contracted or in progress
- (c) A bank statement in the name of the bidder for the immediately past twelve (12) months OR copy of audited financial statement for the last Financial Year (2023-2024)
- (d) References & contact details of past and present clients who can attest to good character & reliability.

4. Responding to the Request for Quotation

- (a) The Bidder shall take care to comprehend applicable drawings, specifications & activity schedule work items to be provided by the Principal.
- (b) The bidder shall enter Work Item unit prices, extended prices and total price on the Request for Quotation form.
- (c) In submitting its quotation, the bidder must conform to the provisions for quotation validity, completion period, defects liability period, performance security, and retention. All proposed variations from stated conditions shall be justified in a covering letter.
- (d) The Bidder is responsible for providing a complete and correct quotation. An incomplete quotation may be grounds to rejected the quotation.

5. Quotation Price:

- (a) All prices shall be quoted in Samoan Tala
- (b) Prices shall be fixed for the duration of the specified completion period.
- (c) Unless the works is exempted from VAGST pursuant to the VAGST Act 1992/1993, the total quoted price shall be inclusive of VAGST and any relevant tax.

6. Site Inspection

- (a) A compulsory site visit to inspect the site shall take place on the **Wednesday 09th July 2025 at 10:00am**. **The meeting point for the site inspection is at the Principal's Head Office, Level 2 TATTE Building, Savalalo, Apia.**
- (b) The representative attending the site visit is deemed to be the authorised representative of the bidder for the purposes of the site visit and all that it entails. A representative of one bidder CANNOT sign for another bidder (ONE REPRESENTATIVE PER BIDDER) and this can be grounds for DISQUALIFICATION.
- (c) Failure to attend the site visit AND indicate attendance by signing the attendance register will result in automatic disqualification from the RFQ process unless otherwise determined by the Principal who shall have absolute discretion in the matter

7. Bid Security/Bid Securing Declaration

- (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, does not accept corrections of errors, fails to accept the Letter of Award if offered or fails to produce the Performance Security (if required) will be excluded from participating in Request for Quotation processes for one year.

8. Quotation Submission

- (a) Bidders shall submit only one quotation.
- (b) Quotations shall be submitted to the Principal's/Employers address stated on the Request for Quotation, 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 **shall not** submit their quotation electronically.
- (d) Late quotation will not be considered and shall be returned to the Bidder unopened.

9. Quotation Opening

- (a) The opening of quotations will be undertaken by officers of the Principal & representatives of the concerned line Ministry;
- (b) The opening of the quotation shall be opened to interested members of the public to attend;
- (c) The results of the quotation evaluation shall be available on request, denoting only the successful Bidder.

10. Quotation Evaluation & Contract Award

- (a) Quotations shall be evaluated to establish substantial responsiveness to eligibility & qualification requirements, specified technical schedules and instructions to Bidders.
- (b) The bidder found to be substantially responsive after the evaluation shall be awarded the contract. That bidder then becomes the Contractor.
- (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 a 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. Drawings, bill of quantities' & requirement provided by the Employer at Part 5.

Shall become the contract that governs the execution of the Works. The Principal shall be termed that 'Principal' and the most substantially responsive bidder shall be termed the 'Contractor'.

- (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 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.

11. Performance Security -

Not Required

12. Insurance

- (a) The successful Bidder shall bear all risks during the works and within the agreed completion period.
- (b) Accordingly the successful Bidder shall arrange appropriate insurance cover.

13. Retention

- (a) The Principal shall retain a percentage, stipulated in the Special Conditions of Contract (SCC), of the total quoted price until the completion of the Defects Liability Period.

14. Inspection & Completion

- (a) The successful Bidder shall ensure that all Works are completed within the agreed Completion Period, without exceeding the agreed Price and in accordance with applicable drawings & quality requirements.

15. Payment

The Principal shall make payment to the Bidder within 30 days of receipt of a monthly Payment Certificate approved by the Project Manager.

that Bidder 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

16. Corrupt & Fraudulent Practices

The Principal requires

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

PART 2: LETTER OF AWARD

Insert Employer's letterhead

Insert date

Insert the address of the Contractor

LETTER OF AWARD: Insert title of Minor Works
RfQ: insert the RfQ No.

1. The Government of Samoa (the 'Principal') issued the above request for quotation on 26th June 2025 for the above works. The deadline for the request for quotation closed on 16th July 2025. Your company (the 'Contractor'), as *insert description of the contractor submitted a quotation on insert date*. The evaluation of the said took place on *insert date*.
2. We wish to inform that your quotation has been successful. We, as the Principal, for and on behalf of Government is desirous for you, the Contractor, to perform the Works and in accordance with the:
 - (a) The Request for Quotation, RfQ Ref No. insert Ref No. (the 'RfQ') inclusive of Instructions to Contractors;
 - (b) General Conditions of Contract attached to the RfQ;
 - (c) Special Conditions of Contract attached to the RfQ;
 - (d) Drawings, bill of quantities & requirement provided by the Principal and attached to the RfQ.
3. The Principal, acting by and through the Managing Director of the Samoa Water Authority now signs this letter to confirm that it accepts RfQ by the Contractor. Please sign 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)
MANAGING DIRECTOR, FUIMAONO
DOMINIC SCHWALGER, for and on)
Behalf of SAMOA WATER AUTHORITY)
In the presence of:)

.....
(Witness)

.....
(Name & Designation)

AFFIXED HERETO is the **COMMON**)
SEAL of insert name of Contractor)

.....
(Director)

In the presence of:

.....
(Director/Secretary)

PART 3: REQUEST FOR QUOTATION – MINOR WORKS



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

Employer Name: department name/ division name
Address: department address
Contact Details: telephone no / fax no and email address

REQUEST FOR QUOTATION: Minor Works

RFQ NAME.	<u>Construction of Moamoa Fou Chambers</u>		RFQ No.	<u>SWA-U43.2/2025</u>
TO	CONTRACTOR NAME			
	CONTACT PERSON		telephone no.	
	OFFICE ADDRESS			

Please provide your quotation for the MINOR WORKS by **Wednesday 16th July 2025 at 11:00am** at the following address – **Samoa Water Authority, Level 2 Tui Atua Tupua Tamasese Efi Building, Savalalo, APIA.**

Quotation/Bid Validity	60 days from Submission Deadline	Defects Liability Period	12 months
Required Completion Period	30 working days from Contract Start Date	Performance Security	Not Applicable
Required Completion Date	30 working days from Contract Start Date	Performance Security type	Not Applicable
THE SUPERVISING TECHNICAL ENTITY IS :		Technical Division, Samoa Water Authority	
THE ENGINEER IS :		Mulitalo William Sene Tupa'i – Manager Technical Division (p) 20409 ext 132	
No	Work Item Description	Amount (SAT)	
1	Total All Bills (VAGST excl.)		
2	VAGST (15% of Total All Bills)		
3	Grand Total (VAGST incl.) ¹		
ATTACH SHEET FOR ADDITIONAL ITEMS			
PLEASE SUBMIT THE FOLLOWING TECHNICAL SCHEDULES MARKED X (put "X" for required attachments)			
METHOD STATEMENT	X	PROJECT PERSONNEL ORGANIZATION SHART	X
DAY WORKS SCHEDULE	X	SIGNED & DATED CV's of KEY PERSONNEL	X
		WORK PROGRAMME / BAR CHART	X
		LIST OF PAST & RELEVANT WORKS	X
I certify that the Contractor complies with eligibility requirements of the Instructions to Bidders clauses 2a to 2d (overleaf); and that I am an authorized officer of the Contractor, authorized to sign on its behalf. If our offer is accepted, we undertake: (a) to carry out minor works in accordance with the General Conditions of Contract ('GCC'), the Special Conditions of Contract ('SCC') and terms of our offer above; and the drawings, bill of quantities & specifications provided by the Employer; (b) to provide the Performance Security in the prescribed form, amount & time; and (c) to abide by this quotation for the Validity Period stated above.		Contractor's Authorized Officer Date:..... / / 2025	

¹ The Grand Total Amount VAGST inclusive is also the "Contract Price" for the purpose of the Contract.

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 twelve months or one year, 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 WORKS

- 1 **APPLICATION CONTEXT:** These Conditions apply only for use within the Independent State of Samoa for contracts awarded through Minor Request for Quotation processes for Minor Works in accordance with section C.2.2.6 of the Procurement Operating Manual 2020.
- 2 **NAMES OF PARTIES:** relative to the categories name in #1 above, the Principal will also be named the Employer.
- 3 **CONTRACT DOCUMENTS:** Subject to the order of precedence set forth 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 Contractor 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 Contractors;
 - b. these General Conditions of Contract;
 - c. Special Conditions of Contract;
 - d. Drawings, bill of quantities & requirement provided by the Principal.
- 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 Principal shall ONLY pay to the Contractor the Contract Price set out in the SCC. The Contractor shall provide the Principal or the Project Manager 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 Works performed and completed since the previous claim for Payments including the materials used;
 - d. report on the progress of the Works.

The Project Manager shall issue a Progress Payment Certificate once he/she is satisfied that the Claim for Payment is bona fide. The Principal must pay the amount in the Claims for Payment 14 days from when he/she is satisfied with the Claim for Payments.

The Principal shall retain up to percentage, set out in the SCC, of the total quoted price until the completion of the Defects Liability Period.

- 7 **PROJECT MANAGER:** The Project Manager shall be Engineer of the Principal's delegate and is responsible for liaising with the Contractor and general administration and supervision of the Works. The Project Manager 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.
- 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 Contractor shall become and remain the property of the Employer, without encumbrances of ownership by other parties. The Employer shall establish proof of ownership of existing materials provided to the Contractor for contract performance and the Contractor 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 Contractor shall not have a conflict of interest. The Contractor 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 Principal or is likely to arise in the performance of the Works. If during the performance of the Works a conflict of interest arises or appears likely to arise, the Contractor agrees to:
- (a) Immediately notify the Principal in writing;
 - (b) make full disclosure of all relevant information relating to the conflict; and
 - (c) take such steps as the Principal may reasonable 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 Contractor 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 Contractor shall permit and also require its subcontractors and consultants to permit, the Government and/or its authorized appointees to inspect the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Principal may, with written notice of the nature of default, suspend all payments to the Contractor if the Contractor fails to perform particular requirements of the Contract and shall require the Contractor to remedy the default within thirty (30) days of Contractor 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 Contractor is unable to perform its Contract obligations, it shall not be liable for its Performance Security forfeiture, liquidated damages or termination for default. The Contractor 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 Contractor 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 Contractors Liability. The Principal may deduct liquidated damages from payments due to the Contractor.
- 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 Contractor 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 Contractor, its employees, agents or Subcontractors in connection with the Contract.

30 **DEFECTS LIABILITY:** At the Completion Date, the Employer or its representative shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractors responsibilities. If the Principal finds any latent or patent defects in the works carried out, the Principal shall then notify the Contractor and the contract shall remedy the said defects prior to the expiration of the defect period. The Principal shall give the said notice to the Contractor before the expiration period which is set out in the RfQ.

31 **COMPLIANCE WITH POLICIES AND PROCEDURES:** The Contractor 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 a 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 **INSURANCE:** The Contractor will be responsible for taking out any appropriate insurance coverage during the duration of the Contract.

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

34 **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.

35 **CLEANING UP:** The Contractor shall, to the satisfaction of the Purchaser's representative keep the Site and Works tidy and clean during the execution of the Works and at its completion. The ownership of any leftover or surplus material at the Completion of the Works shall remain vested in the Principal.

SPECIAL CONDITIONS OF CONTRACT: MINOR WORKS

GCC	Details
Clause 5	Commencement date: TBC Completion Period: 30 working Days from Commencement Date (i.e. 15 working days allowed for each chamber) Completion Date: 30 working Days from Commencement Date (i.e. 15 working days allowed for each chamber)
Clause 6	The Contract Price shall be an amount not exceeding insert amount (incl. all taxes)
Clause 6	% of the Retention: 10% retained from each payment due to the Contractor until Completion of the whole of the Works. Upon the issue of a Certificate of Completion of the Works, 50% of the total amount retained shall be paid to the Contractor. The remaining 50% shall be paid to the Contractor when the Defects Liability Period has passed and the Delegate has certified that all Defects notified by the Delegate to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee from a reputable bank in Samoa
Clause 7	Project Manager shall be: Mulitalo William Sene Tupa'i – Manager Technical Division
Clause 11	For communications to the: (a) Principal It must be delivered to the following address: Managing Director Samoa Water Authority

	Level 2 TATTE Building APIA. Telephone: (685) 20409 (b) Contractor
Clause 22	(a) The Contractor stops the work for 14 days when no stoppage of the work is shown on the current Program. (b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (c) The Contractor does not maintain a Security, which is required; (d) The Contractor 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 24	Rate per day: 0.5% Maximum amount: 15% of the Contract Price

	It must be delivered to the following address: insert address
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PART 5: SCHEDULE OF WORKS – SCOPE OF WORKS, BILL OF QUANTITIES, BIDDING FORMS & DRAWINGS

I. SCOPE OF WORKS

A. EXTENT OF WORKS

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

The duration of the works shall not exceed:

- **30 working days for two chambers; 15 working days allowed for each chamber (2 chambers).**

Key elements of the Works include:

1. The supply and establishment of all labour and materials on to the site necessary to carry out the works.
2. Preparation of site; clearance and removal of any debris from site.
3. Excavation, levelling and compaction of the soil for slab construction.
4. Supply and construct reinforced concrete chambers: slabs, walls. Contractor must ensure that existing pipes are to be cast through chamber wall structures.
5. Installation of pre-cast lids.
6. Installation of scour drain; supply and construction of soak pit.
7. The transportation and storage of materials and equipment to and from the site(s).
8. Clean site upon completion of all construction works. Remove all temporary works and debris from site.
9. Reinstatement of all surfaces disturbed by the works.
10. All other work indicated, described or implied in the Drawings, Specifications and Bill of Quantities and all temporary work required for the completion of works.

B. SPECIFICATIONS

a. General

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

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

b. Concrete Chamber Construction

The Contractor shall supply and construct the Reinforced Concrete Chambers according to Drawings provided. The Contractor must also ensure proper traffic management is provided for the full duration of the works. The Contractor shall also ensure that existing assets are handled carefully.

All concrete shall have minimum 28-day compressive cylinder strength of **25MPa**. The Contractor shall use only ready-mixed concrete for all concrete pouring activities, and that is including but not limited to top and bottom slabs and walls ensuring the concrete strength complies with the specifications stated above.

Galvanised, hinged and lockable manhole lids shall be will be provided by SWA and will be installed during pre-casting of the chamber concrete lid. Internal pipes and fittings including the electromagnetic flow meters have already been installed by SWA.

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

II. BILL OF QUANTITIES

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

GRAND SUMMARY: MOAMOA FOU PRV CHAMBERS		
BILL NO.	DESCRIPTION	TOTAL AMOUNT (SAT)
BILL 1	Fixed Charges & Provisional Sums	
BILL 2	Moamoa Fou PRV Chamber 1 Construction	
BILL 3	Moamoa Fou PRV Chamber 2 Construction	
SUB-TOTAL		
VAGST (15%)		
GRAND TOTAL (inclusive VAGST)		

BILL-01: FIXED CHARGES & PROVISIONAL SUMS					
Item No.	Description	Unit	Qty.	Rate (SAT\$)	Total (\$ SAT)
1	FIXED CHARGES				
1.1	Mobilisation and Demobilisation	LS	2		
1.2	Traffic Management	LS	2		
SUB-TOTAL ITEM 1.0 (exclusive VAGST)					\$
2	PROVISIONAL SUMS				
2.1	Contingency Provisional Sum to cover Bill items 1.2.1A, 1.2.1B and 1.2.1C (paid through Dayworks)	PS	2	\$ 2,000.00	\$ 4,000.00
A	Labour				
B	Plant				
C	Materials				
SUB-TOTAL ITEM 2.0 (exclusive VAGST)					\$ 4,000.00
SUB-TOTAL BILL-02 TO GRAND SUMMARY (exclusive VAGST)					

BILL-02: MOAMOA FOU DN150 PRV CHAMBER 1					
Item No.	Description	Unit	Qty.	Rate (SAT\$)	Total (\$ SAT)
1	CHAMBER CONSTRUCTION				
	Slab Construction				
1.1	Carry out earthworks in preparation for chamber construction i.e. clearing and removal of any vegetation debris on site, excavation, compaction etc.	LS	1		\$

1.2	Supply and construct slab according to the Drawings.	LS	1		\$
1.3	Rock Excavation	m3	25		\$
1.4	Install drainage and soak pit according to Drawings.	LS	1		\$
1.5	Supply and construct concrete supports according to the Drawings.	LS	1		\$
	Wall Construction				
1.6	Supply and construct block walls according to the Drawings (must include allowances for existing pipes to be cast through the wall).	LS	1		\$
	Concrete Lid Construction				
1.7	Supply and construct concrete lids according to the Drawings.	LS	1		\$
	Concrete Testing				
1.8	Allow for slump tests, preparation of cylinder samples and concrete compression testing in compliance with SWA Specifications at 7 days and 28 days; two (2) samples tested for 7 days and 28 days respectively.	No	4		\$
SUB-TOTAL ITEM 3.0 (exclusive VAGST)					\$
SUB-TOTAL BILL-02 TO GRAND SUMMARY (exclusive VAGST)					\$

BILL-03: MOAMOA FOU DN150 PRV CHAMBER 2					
Item No.	Description	Unit	Qty.	Rate (SAT\$)	Total (\$ SAT)
1	CHAMBER CONSTRUCTION				
	Slab Construction				
1.1	Carry out earthworks in preparation for chamber construction i.e. clearing and removal of any vegetation debris on site, excavation, compaction etc.	LS	1		\$
1.2	Supply and construct slab according to the Drawings.	LS	1		\$
1.3	Rock excavation	m3	25		\$
1.4	Install drainage and soak pit according to Drawings.	LS	1		\$
1.5	Supply and construct concrete supports according to the Drawings.	LS	1		\$
	Wall Construction				
1.6	Supply and construct block walls according to the Drawings (must include allowances for existing pipes to be cast through the wall).	LS	1		\$
	Concrete Lid Construction				

1.7	Supply and construct concrete lids according to the Drawings.	LS	1		\$
	Concrete Testing				
1.8	Allow for slump tests, preparation of cylinder samples and concrete compression testing in compliance with SWA Specifications at 7 days and 28 days; two (2) samples tested for 7 days and 28 days respectively.	No	4		\$
SUB-TOTAL ITEM 3.0 (exclusive VAGST)					\$
SUB-TOTAL BILL-02 TO GRAND SUMMARY (exclusive VAGST)					\$

III. BIDDING FORMS

DAYWORKS SCHEDULES (to be completed by Bidder)

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

Daywork Labour Table (to be completed by Bidder)

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

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

1. Materials

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

2. Hired Plant

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

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

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

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

Labour Class	Definition	Unit	Rate (SAT\$) (excl. VAGST)
1	12 tonne excavator/rock breaker	Hour	\$
2	6 tonne excavator	Hour	\$
3	6 tonne excavator with rock breaker	Hour	\$
4	3-4 tonne excavator	Hour	\$
5	3-4 tonne excavator with rock breaker	Hour	\$
6	1-3 tonne excavator	Hour	\$
7	Trench rammer (compactor)	Hour	\$
8	Plate Compactor	Hour	\$
9	6 Wheel Truck	Hour	\$
10	Dewatering Pump	Hour	\$
11	Crane truck	Hour	\$
12	Generator	Hour	\$
	Any other Contractor owned plant deemed necessary by the Contractor to complete the Works:	Hour	\$
Etc		Hour	\$

II. LIST OF KEY PERSONNEL

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

Proposed Key Personnel

1.	Title of position: Foreman/Supervisor
	Name:
2.	Title of position: Labourers
	Name:
etc.	

Note:

Bidders may nominate one person to fulfill the roles and duties of the foreman and must take care to demonstrate that the nominated person meets the experience and qualification criteria for both roles (refer to Part 6).

IV. LIST OF DRAWINGS

Provided below is the list of applicable drawings which can be downloaded on the Principal's website at <https://samoawaterauthority.ws>

<u>Drawing Title</u>	<u>Drawing Number</u>
Drawing Index	SWA - U43.2 - 000
Pressure Reducing Valve Chamber #1 Plan	SWA - U43.2 - 001
Pressure Reducing Valve Chamber #1 Reinforcement Details	SWA - U43.2 – 002
Pressure Reducing Valve Chamber #2 Plan	SWA – U43.2 – 003
Pressure Reducing Valve Chamber #2 Reinforcement Details	SWA – U43.2 - 004

PART 6: PERSONNEL EXPERIENCE AND QUALIFICATION REQUIREMENTS

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

Personnel	Experience and Qualification Criteria
Foreman/Supervisor	- At least three (3) years of experience in civil construction works (Building related) with a relevant qualification in civil construction works OR - Minimum of five (5) years of experience in civil construction works

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

ANNEX 1: SAMPLE LETTER OF AUTHORISATION

("Insert Date")

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

Dear Sir,

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

- (a) To submit, sign or execute the quotation, proposal or tender for the **"Construction of Moamoa Fou Chambers (RFQ No. SWA-U43.2/2025)** minor works contract issued by the Samoa Water Authority;
- (b) To sign or execute and bind the company to any contract, purchase order or commitment whatsoever in connection with this request for quotation or contract.

Signed:

(Signature)

[Insert Full Name]

[Insert Designation]

ANNEX 2: QUOTATION PREPARATION CHECKLIST

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

Item	Check
Complete and <i>signed</i> RFQ Form	
Letter of Authorisation (signed by the same person signing the RFQ Form) or Power of Attorney (Not applicable if the signatory is a company director)	
Complete and signed Bid Securing Declaration Form	
Copy of Current and Relevant Business License and VAGST Certificate or Letter from the Ministry for Revenue if business is not registered for VAGST.	
Power of Attorney or Letter of Authorisation (signed by the same person signing the RFQ form)	
Methodology	
Work Programme (in the form of a bar chart)	
<i>Signed</i> CV of Key Personnel Qualified/experienced Foreman	
Project Personnel Organisation Chart	
List of company's past works	
Completed Bill of Quantities	
Completed Dayworks Schedules Form	
Complete Contractors Own Plant Form	
Bank statement for the last 12 months OR Financial statement for the year 2023-2024	
Completed and Signed Declaration of Conflict-of-Interest Form	

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

ANNEX 3: 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 of2025....