



REQUEST FOR QUOTATION: MINOR WORKS



Samalaeulu-Mauga Chlorination House Construction & Fencing RFQ No. SWA-S23/2025

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 reject 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 25th of June 2025 at 10:00am.** **The meeting point for the site inspection is at the Principal's Salelologa Office in Savaii.**
- (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.

16. Corrupt & Fraudulent Practices

The Principal requires

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

Eligibility/ Qualifications Compliance

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 13th June 2025 for the above works. The deadline for the request for quotation closed on 02nd 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>Samalaeulu-Mauga Chlorination House Construction and Fencing</u>	RFQ No.	<u>SWA-S23/2025</u>
TO	CONTRACTOR NAME		
	CONTACT PERSON		telephone no.
	OFFICE ADDRESS		

Please provide your quotation for the MINOR WORKS by **Wednesday 02nd 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		
<i>ATTACH SHEET FOR ADDITIONAL ITEMS</i>			
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
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 Completion Date: 30 working Days from Commencement Date
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
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	It must be delivered to the following address: insert address
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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

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. 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.

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. Site Establishment
 - a. Site setup as necessary; erect temporary shed for construction, provision of temporary water and electricity supply to the site; sanitary system for employees.
 - b. Arrangement of site security for full duration of works.
3. Site Preparation and Earthworks
 - a. Preparation of site; clearance and removal of any debris from site.
 - b. Backfilling, levelling and compaction of the soil foundation for the building.
 - c. Testing soil foundation for specified minimum bearing capacity in accordance with Specifications.
4. Construction works
 - a. Supply and construct concrete footings.
 - b. Supply and construct building walls, doors and windows in accordance with the following attached design drawings:
 - i. DWG 00-017: Chlorination Building Plan
 - ii. DWG 00-019: Chlorination Building Section Details
 - iii. DWG 00-020: Chlorination Building Footing Details
 - c. Allow for slump tests, preparation of cylinder samples and concrete compression testing in compliance with Specifications. 3 samples to be taken for every concrete pour and is to be tested at 7, 14 and 28 days.
 - d. Supply electrical fittings and install electrical wiring works and lights in accordance with
 - i. DWG 00-018: Chlorination Building Electrical Plan.
 - e. Paint interior and exterior walls, windows and doors with colours to be advised by the supervisor.
5. Fencing Works
 - a. Clearance of site perimeter and removal of debris from site.
 - b. Supply and installation of all fencing and concrete materials.
 - c. Supply, fabrication and installation of access gate.
6. The transportation and storage of all building materials.
7. Clean site upon completion of all construction works. Remove all temporary works and debris from site.
8. Reinstatement of all surfaces disturbed by the works.
9. 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. PROJECT 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 compulsory 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. Site Establishment

Site establishment shall consist of the setup of a temporary shed for construction in addition to the provision of water to site necessary for the completion of works. There is no water available on site at the moment.

The Contractor must also ensure proper sanitation is provided for their employees on site, the surrounding land must not be trespassed on.

i. Site Security

Onsite security arrangements and costs for the protection of facilities, equipment and materials assigned for the Works, shall be the responsibility of the Contractor for the full duration of the Works. The Contractor must also ensure no rubbish is dumped in the surrounding lands for the duration of works; all rubbish must be removed from site and disposed of appropriately.

c. Site Preparation and Earthworks

The Contractor must ensure that the building foundation footing conditions are in accordance with the Drawings. Refer to the network layout drawings for individual site-specific structures included in the Works. Allowance should be made for any civil earthworks. The site is to be levelled, compacted and free of loose rock, vegetation and water to the satisfaction of the Engineer, prior to works beginning. Compaction must be done by means of a vibrating roller to ensure a minimum CBR of 12 as tested by Dynamic Cone Penetrometer.

Should any filling material become contaminated (with excavated material or the like) or should any placed filling be disturbed, such material shall be dug out, replaced and compacted to the Engineer's direction at no extra cost to the Authority.

d. Building Construction

i. Concrete

The foundation and footing concrete shall have minimum 28-day compressive cylinder strength of **25MPa**.

All concrete shall be high grade concrete produced in a plant. All ready-mixed concrete shall be supplied in agitator trucks. Each batch delivered shall be accompanied by a delivery docket certifying the cement type, maximum aggregate size, specified strength, slump and date.

The Contractor shall supply all materials, labour and equipment required to prepare test samples of concrete delivered to the site. Slump tests shall be taken for each delivery of concrete and the results recorded by the Contractor. The

Contractor's Engineer must be present during all concrete pours. The Principal's Engineer shall be given at least 48 hours written notice of such an attendance and shall also be present.

A set of four samples shall be taken from each batch of concrete placed; one of which is to be tested at 7 days, one at 14 days and the remainder at 28 days. The Principal's Engineer/Supervisor shall be present at all concrete testing and must be given at least 24 hours' notice.

The concrete shall have a minimum curing time of three (3) days. All exposed surfaces of the freshly placed concrete shall be kept moist by the use of plastic sheeting or commercial curing compounds.

CONTRACTOR ACKNOWLEDGES that the timeframe and duration of Contract does not accommodate any concrete strength test failures and that any failure which results in the Contractor failing to meet the Completion Date of the Works shall be held against the Contractor. The Principal is not obliged to grant an extension of time but may charge Liquidated Damages for failure to meet Completion Date.

ii. Building Structure

All materials necessary for the construction of the building shall be supplied by the Contractor. All electrical works (wiring and cabling) are to be carried out by qualified personnel. Treated timber frames and screen wiring are to be installed for the windows

The Contractor is required to check the dimensions of the building structure; specifications of all its components and confirm the location of all connections according to Drawings provided.

The Contractor's Engineer must be present for all major stages of the construction of the building to ensure correct procedures are followed.

e. Fencing Works

i. Chain Link Fence

The total length of fencing to be constructed around the site perimeter is 116m. The minimum height from the ground shall be 1900mm plus a minimum 3 strand barbwire extension, 450mm high. The lower edge shall be located 100mm above ground. All materials shall be heavy duty galvanized, alternatively black polyvinyl (PVC) coated or otherwise approved by the Engineer.

Alignment of the fence must be checked and approved by the Engineer prior to the erection of concrete footings and fence posts.

All materials and dimensions to be used are indicated in the Drawings.

Fence posts shall be of galvanized steel material and fitted with galvanized caps. Posts shall be evenly spaced at a maximum of 3000mm. The sizes of the posts required are:

- Corner Post – DN100 (4").
- Intermediate Posts – DN50 (2").
- Bracing Posts – DN50 (2").

Chain link mesh shall be heavy duty galvanized mesh 1800mm high with 100mm spacing from ground level.

- **Chain-link wire thickness – 3.5mm minimum.**

Wires and Cabling

- Support Cable Tie Wire – 2.5mm
- Tie Wire - 1.6mm diameter.

- Barbed Wire –1.6mm high tensile, long life.

ii. Access Gates

All materials and dimensions to be used for the access gate are specified in the Drawings.

Gate posts shall be of galvanized steel material of size DN100 (4"). Each gate leaf shall be fabricated with DN25 (1") galvanized steel posts and must use the same chain link mesh specified for the fence; with heavy duty welded hinges, drop rod and concreted latch, padlock chain and coated with anti-rust primer and finish coat with oil paint of colour approved by the Engineer.

f. Site Completion Works

Upon completion of Works the site shall be left in a clean state and must be cleared of all materials, equipment, rubbish and debris. 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 QUANTITES

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

GRAND SUMMARY – BILL OF QUANTITIES - Samalaeulu WSS		
BILL No:	TITLE: Samalaeulu WSS - Chlorination house and Fencing	TOTAL AMOUNT (SAT\$)
BILL - 1	PRELIMINARIES & GENERAL	
1.1	Fixed Charges	
1.2	Time Related Charges	
1.3	Provisional Sums	\$10,000.00
SUB-TOTAL BILL 1 GRAND TOTAL (excl VAGST)		
BILL-2 Chlorination House Construction		
2.1	Chlorination House Construction	
2.2	Pressure Testing and Disinfection	
SUB-TOTAL BILL 2 GRAND TOTAL (excl VAGST)		
BILL-3 Compound fencing		
7.5	Fencing and Signage	
SUB-TOTAL BILL3 GRAND TOTAL (excl VAGST)		
TOTAL ALL BILLS (excl VAGST)		
VAGST ON TOTAL (15% of TOTAL ALL BILLS)		
GRAND TOTAL (incl VAGST)		

BILL NO./ Item	DESCRIPTION	UNIT	QTY.	RATE (SAT\$)	TOTAL (SAT\$)
BILL-1	PRELIMINARIES & GENERAL				
1.1	FIXED CHARGES				
1.1.1	Mobilisation and Storage	LS	1		
1.1.2	Setting out physical works	LS	1		
SUB-TOTAL ITEM - 1.1 FIXED CHARGES					
1.2	TIME RELATED CHARGES				
1.2.1	Maintenance of plant and equipment	Mo.	1.5		
1.2.2	Allow for Contractor's supervision and management of Works	Mo.	1.5		
1.2.3	Allow for providing works program, progress reports, quality plan, site daily diary notes, construction photographs & particulars required by the Engineer in accordance with the Specification	Mo.	1.5		

1.2.4	Allow for all health, safety and environmental and traffic control equipment and personnel required for safe construction of the Works and for the safety of the public	Mo.	1.5		
SUB-TOTAL ITEM 1.2 - TIME-RELATED CHARGES					
1.3	PROVISIONAL SUMS				
1.3.1	Contingency Provisional Sum to cover Bill items	PS	1	\$ 10,000.00	\$ 10,000.00
A	Labour				
B	Plant				
C	Works				
SUB-TOTAL ITEM 1.3 - PROVISIONAL SUMS					
SUB-TOTAL BILL-1 TO GRAND SUMMARY					

BILL NO./Item	DESCRIPTION	UNIT	QTY.	RATE (SAT\$)	TOTAL (SAT\$)
BILL-2	CHLORINATION HOUSE CONSTRUCTION				
2.1	Construct chlorination pump house on existing tank site according to Drawings and SWA Standards and Specifications. Allow for all required earthworks, concrete works, civil works, clearance, clean up and removal of excess spoil or debris.				
2.1.1	Excavation/backfill, levelling and compaction of building foundation.	LS	1		
2.1.2	Supply and construct concrete slab foundation.	LS	1		
2.1.3	Supply and construct walls, windows and doors.	LS	1		
2.1.4	Supply and construct roof structure.	LS	1		
2.1.5	Supply electrical fittings and install electrical wiring works and lights.	LS	1		
2.1.6	Painting and other ancillary works.	LS	1		
2.1.7	Install perforated drainage pipe and soak pit according to the drainage plan given in SWA contract drawings .	LS	1		
SUB TOTAL ITEM - 2.1 (excl. VAGST)					
2.2	Conduct pressure testing, soil compaction testing and concrete testing in compliance with SWA Standards and Specifications.				
2.2.1	Allow for soil compaction testing of backfilled site by Dynamic Cone Penetrometer.	LS	1		

2.2.2	Allow for slump tests, preparation of cylinder samples and concrete compression testing in compliance with SWA Specifications.	LS	1		
SUB TOTAL ITEM - 2.2 (excl. VAGST)					
SUB TOTAL BILL - 2 GRAND SUMMARY (excl. VAGST)					

BILL NO. 3	Description	Unit	Qty.	Rate (SAT\$)	Total
					(SAT\$)
BILL -3	COMPOUND FENCING				
3.1	Install fencing and gate according to Drawings and SWA Standards and Specifications. Allow for all required earthworks, concrete works, civil works, clearance, clean up and removal of excess spoil or debris.				
3.1.1	Clearing and levelling of site perimeter; removal of debris from site.	LS	1		
3.1.2	Excavation of pits; supply and construction of concrete footings; supply and erection of steel posts and supports.	LS	1		
3.1.3	Supply and installation of 3.5mm thick chain-link mesh and all support cables, tie wires and barbed wire.	m	120		
3.1.4	Supply, fabrication and installation of gate according to Drawings.	LS	1		
3.1.5	Supply, fabrication and installation of 1300mm x 900mm sign post according to Drawings.	LS	1		
	SUB-TOTAL ITEM 3.5 SAT\$ (excluding VAGST)				
TOTAL ALL BILLS (excluding 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	Registered Engineer	Hour	\$
B	Foreman / Site Supervisor	Hour	\$
C	Labourer (including minor plant operators)	Hour	\$
D	Ganger (working team)	Hour	\$
E	Craftsman (incl. pipe fitters, carpenters, concreters, electricians or any other skilled tradesman)	Hour	\$
F	Plant Operator (specialists)	Hour	\$
G	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	3-4 tonne excavator with rock breaker	Hour	\$
2	Trench rammer (compactor)	Hour	\$
3	Plate Compactor	Hour	\$
4	6 Wheel Truck	Hour	\$
5	Dewatering Pump	Hour	\$
6	Generator	Hour	\$
7	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: Registered Engineer
	Name:
2.	Title of position: Foreman/ Site Supervisor
	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>

Drawing Title	Drawing Number	Revision
Chlorination Building Plan	00-017	0
Chlorination Building Electrical Plan	00-018	0
Chlorination Building Building Section Details	00-019	0
Chlorination Building Footing Details	00-020	0
Fencing & Gate Details	00-028	0

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
Registered Engineer	- Minimum of Diploma of Engineering Technology. - Register engineer must be registered with the Institute of Professional Engineers Samoa as a Associate, Technician or higher. - Must demonstrate minimum of two (2) years relevant experience in civil construction works (buildings, etc.).
Foreman/Supervisor	- At least five (5) years' experience in civil construction works (Building related) with a relevant qualification in civil construction works (carpentry, building construction etc); OR - Minimum of eight (5) years experience in civil construction works (Building construction).

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 **"Samalaeulu Chlorination House Construction & Fencing (RFQ No. SWA-S23/2025)** 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)	
Signed CVs of Key Personnel - Qualified/experienced Register Engineer - 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....