



REQUEST FOR QUOTATION: MINOR GENERAL SERVICES

MACHINE HIRE CONTRACTS (RE-TENDER)

RFQ NO. SWA-MH01-2026/2027

RURAL OPERATIONS & MAINTENANCE DIVISION

SAVAII OPERATIONS & MAINTENANCE DIVISION

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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) This Request for Quotation applies to the provision of minor general services of simple nature.

2. Bidder Eligibility

- (a) The **Bidder** shall be a bona fide business unit known by the Principal to be suitably qualified, experienced and financially resourced;
 - i. provide an authenticated copy of its current Business License;
 - ii. provide an authenticated copy of its current VAGST Certificate from the Ministry of Customs and Revenue (MCR), Samoa; or Confirmation Letter from MCR if not registered for VAGST;
 - iii. provide a notarized power of attorney OR Letter of Authority included in this RFQ document as Annex 1 authorizing the signatory of the Quotation to represent the Bidder, sign the Quotation and accept a Purchase Order.
 - iv. Bidder is 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. Bidder **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
- (b) Notwithstanding those requirements, i,& ii, iii may be waived if previously

submitted and documents are valid for the specified Completion Period.

- (c) The Principal reserves all rights to reject any or all quotations submitted and request for other quotations.

3. Bidder Qualification – A bidder or a contracting firm must provide;

- (a) A list of services of a similar nature & value that it satisfactorily completed within the last two years – these services shall have an annual average value of **SAT\$ 25 000 or more**;
- (b) Details of all services currently contracted or in progress;
- (c) A bank statement in the name of the bidder for the immediately past twelve months or copy of Audited Financial Statement for the last financial year;
- (d) References & contact details of past and present clients who can attest to good character & reliability;
- (e) LTA registration certificate denoting ownership for each machine (where relevant)
- (f) Operator's valid driver's/operating license. (Bidder to nominate 4 machinery Operators as the main designated machinery Operators for this Period Contract with adequate experience and qualifications (driver's license – Machine Operator)
- (g) Crane Truck/Transporter driver/operator's license and Police report(s) (for bids where crane truck/transporters are included)

4. Responding to the Request for Quotation

- (a) The Bidder shall take care to comprehend applicable general services specifications, OHS instructions & activity schedule services items.
- (b) The Services Provider shall enter unit prices, extended prices and total price on the Request for Quotation form.
- (c) In submitting its quotation, the Services Provider shall conform to the stated provisions for quotation validity, completion period, and defects liability period & performance security. 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 any quotation submitted.
- (e) 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

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 service(s) are 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 – Not Applicable

7. Bid Security/Bid Securing Declaration

- (a) A Bid Bid Securing Declaration Form must be signed and submitted.
- (b) The Bid shall be valid for the period identified in the Request for Quotation.

- (c) A Bidder who, without good cause, withdraws during the period of quotation validity, or does not accept corrections of errors, or fails to accept the Purchase Order if offered or fails to produce the Performance Security (if required) will be excluded from participating in Request for Quotation process for one year.

8. Clarification Request

- (a) 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.
- (b) 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

9. Quotation Submission

- (a) Bidders shall submit only one quotation for each contract .
- (b) 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".
- (c) Quotations shall be submitted to the address specified 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
- (d) Bidders **shall not** submit their quotation electronically.
- (e) Late quotation will not be considered and shall be returned to the Bidder unopened.

10. Quotation Opening

- (a) The opening of quotations will be undertaken by officers of the Principal.
- (b) The opening of the quotation shall be opened to interested members of the public to attend.

- (c) The results of the quotation evaluation shall be available on request, denoting only the successful Bidder.

11. Quotation Evaluation & Contract Award

- (a) Quotations shall be evaluated to establish substantial responsiveness to eligibility & qualification requirements, specified schedules, commercial conditions and instructions to Bidders.
- (b) After arithmetical checking and correction (if any), the quotation of the Bidder found to be substantially responsive shall be evaluated for lowest price (per item on the Schedule of Machinery), which shall be the basis of award.
- (c) During the evaluation period, the Principal may request to 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.
- (d) The bidder found to be substantially responsive after the evaluation shall be awarded the contract. The abider then becomes the Successful Bidder.
- (e) The Principal reserves the right to award multiple contracts under this RFQ.
- (f) Award notification shall be effected by the Principal issuing the Letter of Award (see Part 2) to the most substantially responsive bidder.
- (g) Once the letter of Award is signed by both parties the:
 - v. Request for Quotation at Part 3; and
 - vi. The General and Special Conditions at Part 4; and
 - vii. Services Requirement & Description of General Services at Part 5;

Shall be the terms and conditions which will govern the implementation of the Service. The Principal shall be termed the 'Principal' and the most substantially responsive bidder shall be termed the 'Service Provider'.
- (h) Notwithstanding the above, the Principal reserves the right to accept or reject any quotations, or to cancel the quotation process at any time prior to the award.

- (i) 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

12. Performance Security

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

13. Insurance

- (a) The Bidder will bear all risks before the services and within the agreed completion period.
- (b) Accordingly, the Bidder shall arrange appropriate insurance cover

14. Inspection & Completion

- (a) The Bidder shall ensure that all Services are completed within the agreed Completion Period, without exceeding the agreed Price and in accordance with the Schedule of Machinery.

15. Emergency/Disaster Priority

- (a) 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.

16. Payment

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

17. Corrupt & Fraudulent Practices

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

Eligibility/ Qualifications Compliance

No.	Complies? tick	No.	Complies? tick
2a (i)		3a	
2b (ii)		3b	
2c		3c	
2d		3d	
		3e	
		3f	
		3g	

PART 2: LETTER OF AWARD

Insert Principal's letterhead

Insert date

Insert the address of the Contractor

LETTER OF AWARD: Machine Hire Contract (Re-Tender)

RfQ: SWA-MA01-2026/2027

1. The Government of Samoa (the 'Principal') issued the above request for quotation on 28 September 2026, for the above general service contract. The deadline for the request for quotation closed on Tuesday 13 October 2026. Your company (the 'Service Provider'), as *insert description of the contractor* submitted a quotation on Tuesday 13 October 2026. The evaluation of the said quotation took place on *insert date*.
2. We wish to inform that your quotation has been successful. The Principal is desirous for you, the Service Provider, to perform the Minor General Services 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) Services Requirement and Description of General Services at Part 5.
3. The Principal, acting by and through the Chief Executive Officer of the insert procuring entity now signs this letter to confirm that it accepts RfQ by the Service Provider. 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,

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 Service Provider)

(Director)

In the presence of:

.....
(Director/Secretary)

PART 3: REQUEST FOR QUOTATION – MINOR GENERAL SERVICES



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 General Services

RFQ NAME.	MACHINE HIRE CONTRACTS (RE-TENDER)		RFQ No.	SWA-MH01/2026-2027
TO	SERVICES PROVIDER NAME	enter Services Provider name		
	CONTACT PERSON	enter name of coordinator/ liaison person	enter telephone no.	
	OFFICE ADDRESS	enter street/ road name and township name		

Please provide your quotation for the following minor GENERAL SERVICES by Tuesday 13th October 2026, 11:00am (Local Time) at the following address – Ministry of Finance, Level 4, Central Bank of Samoa (CBS) Building, Beach Road, Apia.

Quotation Validity	90 days from Submission Deadline	Defects Liability Period	Not Applicable
Required Completion Period	12 months from Contract Start Date	Performance Security	Not Applicable
Required Completion Date	12 months from Contract Start Date	Performance Security type	Not Applicable
Procuring Entity:		Samoa Water Authority	
Authorized Representative:		Mulitalo William Sene Tupa'i – Manager Engineering & Infrastructure Division (p) 20409 ext 132.	
		Service Item Description	
Quotation(s) for (tick applicable box):		☐ Rural Division Machine Hire 2026 – 2027 ☐ Savaii Division Machine Hire 2026 - 2027	
We certify that we comply with eligibility & National Ownership requirements of Instructions to Service Providers clauses 2a to 2d. (overleaf). If our offer is accepted, we undertake (a) to deliver required minor services in accordance with our offer above; and the General Condition of Contract ('GCC') and Special Condition of Contract ('SCC'); and the services requirement, (b) to provide the Performance Security in the prescribed form, amount & time (c) to abide by this quotation for the Validity Period stated above.		Service Provider's Authorized Officer Sign, Stamp where applicable and Date	

Bid-Securing Declaration

The bidder shall fill in this Form in accordance with the instructions indicated under the Bidder's official letterhead.

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

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

To: *(complete name of procuring entity)*

We, the undersigned, declare that:

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

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

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

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

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

Name: _____

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 GENERAL SERVICES

1 APPLICATION CONTEXT: These Conditions apply only for use within the Government of Samoa for contracts awarded through Request for Quotation processes for Minor General Services 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 in clause 4 of these GCC, all documents forming the Contract (and all of its parts) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

4 ENTIRE AGREEMENT: The Contract constitutes the entire Agreement between the Principal and the Service Provider 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. Services Requirement & Description of General Services.

5 SERVICE AGREEMENT: The Service Provider agrees to:

- a. Provide all machinery and equipment listed in Schedule of Machinery which are in good working order/condition and with current registration and fitness warranty.
- b. Ensure that all machinery and equipment listed in the Schedule of Machinery is readily available to the Principal at any time upon request by the authorised representatives of the Principal;
- c. Repair, service, maintain, fuel and operate all machinery and equipment;
- d. Ensure all operators and drivers employed operate the machinery and equipment in a safe and responsible manner consistent with occupational health and safety requirements;

- e. To provide all machinery and equipment listed in the Schedule 1 for 12 months from the Commencement Date;
- f. 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;
- g. 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;
- h. Be timely in the provision of billings and invoices to the Principal.
- i. To be responsible for any machines and/or vehicles in part or whole left unattended by the Service Provider.

6 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.

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

7 CONTRACT PRICE: The Employer shall ONLY pay to the Service Provider the Contract Price set out in the SCC. The Service Provider shall provide the Principal or the Representative with a Claims for Payment which shall:

- a. state the amount of the contract price received to date each head of costs;
- b. the amount of the Claim for Payment including the Head of Cost under which it is claimed;
- c. detail the general services performed and completed since the previous claim for Payments including the materials used;
- d. report on the progress of the general service.

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

8 PERFORMANCE AND SAFETY STANDARDS:

- a. The Service Provider agrees to perform the Service in accordance with statutory requirements and best practice.
- b. 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.
- c. 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.

9 RATES: All rates are inclusive of VAGST and Withholding Tax

- a. 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 the Schedule 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.
- b. 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.
- c. 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.

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

10 CONDITION OF MACHINERY AND EQUIPMENT AND BREAKDOWN:

- a. 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.
- b. 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.

11 PRINCIPAL'S REPRESENTATIVE: The Principal's representative shall be the authorized representative of the Employer responsible for liaising with the Service Provider and general administration and supervision of the General Services. The Principal's Representative is set out in the SCC.

12 SUSPENSION OF ORDERS:

- a. 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.

- b. 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.

13 VEHICLE & MACHINERY TRACKING:

- a. 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
- b. 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.
- c. 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.

14 EMERGENCY / DISASTER PRIORITY: 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

15 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.

16 LANGUAGE: The applicable language of the Contract is English.

17 LAW: The applicable law of the Contract is the law of the Independent State of Samoa.

18 INTERPRETATION: If the context requires it, singular means plural and vice versa. The reference to one gender shall mean the other gender.

19 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.

20 COPYRIGHT: Both parties shall observe requirements of the Samoa Copyright Act 1998 and international conventions concerning material produced by third parties.

21 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.

22 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.

23 CONFLICT OF INTEREST: The Service Provider shall not have a conflict of interest. The Service Provider 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 Employer 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 Employer in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as the Employer may reasonably require to resolve or otherwise deal with the conflict.

24 CURRENCY OF PAYMENT: The currency for payment shall be in Samoan Tala.

25 PRICE ADJUSTMENT: Price adjustment for changes in economic conditions shall not apply to any contract resulting from RFQ processes.

26 TAXES AND DUTIES: The Service Provider is liable for all taxes and duties, in accordance with the particular application context and the laws of the Independent State of Samoa.

27 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.

28 LIMITATION OF LIABILITY: Except for its negligence or misconduct in performing the Contract and its related obligation to pay liquidated damages, the Service Provider 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 Service Provider 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.

29 SUSPENSION: The Employer may, with written notice of the nature of default, suspend all payments to the Service Provider if the Supplier fails to perform particular requirements of the Contract and shall require the Service Provider to remedy the default within thirty (30) days of Service Provider receiving the suspension notice.

30 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.

31 FORCE MAJEURE: If, because of the result of an event of Force Majeure causing delay and the Service Provider is unable to perform its Contract obligations, it shall not be liable for its Performance Security forfeiture, liquidated damages or termination for default. The Service Provider 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.

32 LIQUIDATED DAMAGES: Unless the Completion Date is extended in accordance with clause 15, the Service Provider 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 Service Provider Liability. The Principal may deduct liquidated damages from payments due to the Service Provider.

33 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. Provided that failure of such action shall not be the subject of formal legal redress indicated in Clause 34 following.

34 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.

35 DISPUTE SETTLEMENT: Any dispute arising out of the Contract which cannot be settled amicably according to Clause 34 shall be settled in accordance with the provisions of the Arbitration Act 1976 of Samoa and best international practice.

36 INDEMNITY: The Service Provider 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 Service Provider, its employees, agents or Sub-Suppliers in connection with the Contract.

37 COMPLIANCE WITH POLICIES AND PROCEDURES: The Service Provider must, when using the Principal's Premises or facilities, comply with all reasonable directions of the Principal and all procedures and policies of the Principal including those relating to occupational

health (including no smoking), safety and security in effect at those premises or in regard to those facilities, as notified by the Principal or as might reasonably be inferred from the use to which the Premises or facilities are being put.

38 INSURANCE: The Service Provider will be responsible for taking out any appropriate insurance coverage during the duration of the Contract.

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

40 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.

41 WARRANTY: The Contractor acknowledges and confirms Contractor its workers have the necessary expertise to carry out the services to completion in accordance with the terms and conditions of this Contract. Further, that it will carry out the services and prepare all the necessary documents, plans, details, calculations, specifications and other information in accordance with the Specifications and all the other provisions of this Contract.

SPECIAL CONDITIONS OF CONTRACT: MINOR GENERAL SERVICES

GCC	Details
Clause 5	Commencement date: TBC Completion Period: 12 months from Commencement Date Completion Date: 12 months from Commencement Date
Clause 7	The Contract Price shall be an amount not exceeding approved per each claim.
Clause 7	% of the Retention: Not Applicable
Clause 11	Principal's Representative shall be: Managing Director / Acting Managing Director (for any order); Manager (Taiulu Savelio Imo) (for Rural Operations Division orders)

	Manger (Seiuli Sio Papalii) (for Savaii Operations Division orders) Manager (Mulitalo William Sene Tupa'i) for project works
Clause 19	For communications to the: (a) Principal It must be delivered to the following address: Managing Director Samoa Water Authority Head Office, Level 2 TATTE Building, Savalalo, APIA (b) Contractor It must be delivered to the following address: insert address
Clause 30	(a) The Service Provider stops the work for 14 days when no stoppage of the work is shown on the current Program. (b) The Service Provider is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (c) The Service Provider does not maintain a Security, which is required; (d) The Service Provider 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 32	Rate per day: 0.5% Maximum amount: 15% of the Contract Price

PART 5: SERVICES REQUIREMENT OR DESCRIPTION OF GENERAL SERVICES

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 (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.

PART 6: SCHEDULE OF MACHINERY FORMS

SCHEDULE OF MACHINERY 2026 - 2027

RURAL O & M DIVISION:

<u>Machinery & Equipment</u> <u>(Description)</u>	<u>Make& Model/Capacity (Particulars of</u> <u>the Machinery/Equipment INCLUDING if</u> <u>GPS installed)</u>	<u>Year acquired & Total</u> <u>cumulative hours</u> <u>worked</u>	<u>Transportation rate*</u> <u>(per hr†) incl VAGST</u>	<u>Daily Rate (per DAY‡)</u> <u>incl VAGST</u>	<u>Hourly Running Rate§</u> <u>(per HOUR) SAT\$ incl</u> <u>VAGST</u>	<u>Hourly Standing/Idle Rate**</u> <u>(per HOUR) SAT\$ incl</u> <u>VAGST</u>	<u>Overtime Rate†† 1 (%) for</u> <u>Operator/Transporter Driver</u> <u>(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:					

*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.

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

‡ 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.***

§ 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 and available for the Principal's use on-site.

†† 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 & Equipment (Description)</u>	<u>Make& Model/Capacity (Particulars of the Machinery/Equipment INCLUDING if GPS installed)</u>	<u>Year acquired & Total cumulative hours worked</u>	<u>Transportation rate* (per hr[†]) incl VAGST</u>	<u>Daily Rate (per DAY[‡]) incl VAGST</u>	<u>Hourly Running Rate[§] (per HOUR) SAT\$ incl VAGST</u>	<u>Hourly Standing/Idle Rate** (per HOUR) SAT\$ incl VAGST</u>	<u>Overtime Rate^{††} 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				
		TOTAL					

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 2026 - 2027

SAVAII O & M DIVISION:

<u>Machinery & Equipment (Description)</u>	<u>Make& Model/Capacity (Particulars of the Machinery/Equipment INCLUDING if GPS installed)</u>	<u>Year acquired & Total cumulative hours worked</u>	<u>Transportation rate¹ (per hr²) incl VAGST</u>	<u>Daily Rate (per DAY³) incl VAGST</u>	<u>Hourly Running Rate⁴ (per HOUR) SAT\$ incl VAGST</u>	<u>Hourly Standing/Idle Rate⁵ (per HOUR) SAT\$ incl VAGST</u>	<u>Overtime Rate⁶ 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:					
6. Loader (Caterpillar 926E)		Year: Hours:					

¹Cost 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.

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

³ 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.***

⁴ 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

⁵ 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.

⁶ 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 & Equipment (Description)</u>	<u>Make& Model/Capacity (Particulars of the Machinery/Equipment INCLUDING if GPS installed)</u>	<u>Year acquired & Total cumulative hours worked</u>	<u>Transportation rate¹ (per hr²) incl VAGST</u>	<u>Daily Rate (per DAY³) incl VAGST</u>	<u>Hourly Running Rate⁴ (per HOUR) SAT\$ incl VAGST</u>	<u>Hourly Standing/Idle Rate⁵ (per HOUR) SAT\$ incl VAGST</u>	<u>Overtime Rate⁶ 1 (%) for Operator/Transporter Driver (Afterhours/Sat)</u>
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				
		TOTAL					

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 LETTER OF AUTHORISATION

("Insert Date")

Managing Director
Samoa Water Authority
Level 2, TATTE Building
SAVALALO

Dear Madam,

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 **"Machine Hire Contract (Re-Tender)" (SWA-MH01/2026/2027)** 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: 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:

The Bidder named above DOES have a conflict of interest as follows (state clearly the conflict of interest and reasons for conflict):

OR

A. 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 of2026

ANNEX 3: QUOTATION PREPARATION CHECKLIST

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

Item	Check
Complete and <i>signed</i> RFQ Form	
Power of Attorney or Letter of Authorisation (signed by the same person signing the RFQ Form) or Power of Attorney (Annex 1)	
Completed and signed Bid Securing Declaration Form	
Business License	
VAGST Certificate	
Completed and Signed Conflict of Interest Declaration Form (Annex 2)	
Experience- List of services of a similar nature, that was satisfactorily completed within the last two years – these services shall have an annual average value of SAT\$ 25 000 or more	
List of current service contracts or in progress	
Bank statement for the immediate past 12 months or Audited Financial Statement for the last financial year	
LTA registration certificate of machinery	
Drivers Licenses for machine operators/drivers	
Police Certificate of Crane Truck Driver/Transporter	
Completed Schedule of Machinery	

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.

ANNEX 4: SAMPLE EVALUATION GRIDS

The following is a sample evaluation grid used to assess the bidder's compliance with the requirements of the RFQ.

Compliance Checklist	Bidder 1	Bidder 2	Bidder 3
RFQ Submission Form and Certification properly completed and tender submitted within deadline?			
Completed and signed Declaration of Conflict of Interest form			
- Is the Bidder free from conflict of interest with the Authority? If the Bidder has a known conflict of interest, real or perceived, with the Authority, and has / has not declared their conflict: - Is the conflict considered to have no impact on the integrity of the Authority's procurement process?			
Bid Securing Declaration Form provided, completed and signed?			
Bidder provided list of services of a similar nature, that was satisfactorily completed within the last two years and have an annual average value of SAT\$ 25,000 or more?			
List of current service contracts or in progress provided?			
Bank Statements Statement for the past 12 months or Audited Financial Statement for the last financial year provided.			
LTA registration certificate denoting ownership of each machine provided?			
Current and valid license for four (4) operators/drivers submitted?			
Current and valid Business License provided?			
VAGST certificate provided?			
License and Police report for each crane truck or transporter driver/operator provided?			
Schedule of Machinery provided?			
Overall Decision? (Accept/ Reject for financial evaluation)			