



REQUEST FOR QUOTATION: MINOR GENERAL
SERVICES



***Vaisigano River Cross Section Survey – Segment 1
(In-Between mouth of Vaisigano River and Leone Bridge)***

REF: GCF-VCP-MOF/001/2020

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PART 1: Instructions to Bidders

1. Scope

- (a) The Principal is the Government of the Independent State of Samoa, represented by Ministry of Finance ("Principal").
- (b) The Supervisor is the Principal's representative stated on the Request for Quotation
- (c) This Request for Quotation applies to the provision of MINOR GENERAL SERVICES.

2. Bidder Eligibility - The Bidder must:

- (a) be a bona fide small business, company or sole trader known by the Principal to be suitably qualified, experienced and financially resourced
- (b) provide a copy of its current Surveyor's license and registration as required under the Survey Act 2010
- (c) provide an authenticated copy of its currently valid Ministry for Customs and Revenue Business License
- (d) provide an authenticated copy of its current VAGST Certificate from the Ministry of Customs and Revenue
- (e) provide a notarized power of attorney authorizing the signatory of the Quotation to represent the Bidder, sign the Quotation and accept a Purchase Order/Letter of Award, unless the signatory has inherent authority to sign for the bidder.

The requirements in a, b, c & d may be waived if previously submitted documents are valid for the specified Completion Period or quote validity period.

The Principal reserves all rights to reject any or all quotations submitted and re-advertise/retender the General Services.

3. Bidder Qualification - The Bidder must provide:

- (a) a list of services of a similar nature & value with the services that are the subject matter of this RFQ, that the Bidder has satisfactorily completed within the last two (2) years – these services shall have an annual average value of SAT\$ 25 000 or more;
- (b) details of all contracts for general services currently contracted or in progress;
- (c) a bank statement in the name of the Bidder for the immediately past three (3) months;
- (d) references & contact details of at least three (3) past and present clients who can attest to good character & reliability of the Bidder;
- (e) detailed work plan or delivery program detailing stages of the services from its commencement to its completion.

4. Responding to the Request for Quotation

- (a) The Bidder shall take care to comprehend applicable service requirements & activity schedule work items;
- (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 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 and are subject to the approval of the Principal.
- (d) The Bidder is responsible for providing a complete and correct quotation. An incomplete

quotation may be grounds to reject any quotation submitted.

5. Quotation Price:

- (a) All prices shall be quoted in Samoan Tala (SAT).
- (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 2015, the total quoted price shall be inclusive of VAGST and subject to Withholding tax and any other applicable taxes.

6. Pre-bid Meeting & Site Inspection

- (a) A pre-bid meeting will be held with interested Bidders on **Friday 11th September 2020 at 11am, MOF Conference Room, Level 4 Central Bank of Samoa Building**. A site inspection will immediately follow.

7. Bid Security

- (a) A Bid Security is not required.
- (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 Award of Contract 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. Quotation Submission

- (a) Bidders shall submit only one (1) quotation
- (b) Quotations shall be submitted to the **Principal's address stated on the Request for Quotation**, no later than the specified time & date.
- (c) 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 ministry or corporation.
- (b) The opening of the quotation shall be:
 - (i) fifteen (15) minutes after the closing; and
 - (ii) opened to Bidders who/m submitted their Bids.
- (c) The results of the quotation evaluation shall be available on request, after the Contract Award, 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, commercial conditions and instructions to Bidders.
- (b) The bidder found to be lowest evaluated and substantially responsive after the evaluation shall be awarded the contract. The abider then becomes the Successful Bidder.
- (c) After arithmetical checking and correction, the quotation of the Bidder found to be substantially responsive shall be evaluated for lowest price, which shall be the basis of award
- (d) Award notification shall be effected by the Principal issuing the Letter of Award (see Part B) to the most Successful 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 Parts 4 and 5; and
- iii. Services specification and Activity Schedule work items at Part 6;

shall be the terms and conditions which will govern the implementation of the Service. The Principal shall be termed the 'Principal' and the Successful 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 the award.

11. Performance Security

- (a) A Performance Security is not required

12. Insurance

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

13. Inspection & Completion

- (a) the Successful Bidder shall ensure that all Services are completed within the agreed Completion Period, without exceeding the agreed Price and in accordance with the terms and conditions of this Request for Quotation, applicable schedules and quality requirements.

14. Payment

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

15. Corrupt & Fraudulent Practices

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

Eligibility/ Qualifications Compliance

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

PART 2: LETTER OF AWARD

>insert Principal's letterhead<

>insert date<

>insert the address of the Contractor<

LETTER OF AWARD:
Vaisigano River Cross Section Survey – Segment 1
(In-Between mouth of Vaisigano River and Leone Bridge)
RfQ: GCF-VCP-MOF/001/2020

1. The Government of Samoa (the 'Principal') issued the above request for quotation on >insert date< for the above works. The deadline for the request for quotation closed on >insert date<. Your company (the 'Contractor'), as >insert description of the contractor< submitted a quotation on >insert date<. The evaluation of the said quotation took place on >insert date<.
2. We wish to inform that your quotation has been successful. The Principal is desirous for you, the Contractor, 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) Service Requirements, and Activity Schedule Work Items.
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 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)
MINISTER FOR FINANCE,)
HONOURABLE SILI EPA TUITOI, for and)
 on behalf of the **GOVERNMENT OF**)
THE INDEPENDENT STATE OF SAMOA)
 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 GENERAL SERVICES



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

Principal's Name Ministry of Finance

Principal's Address Level 4, Central Bank of Samoa Building, Apia

Contact Details +685 34333

REQUEST FOR QUOTATION: Minor General Services

RFQ NAME.	Vaisigano River Survey – Segment 1 (In-Between mouth of Vaisigano River and Leone Bridge)	RFQ No.	GCF-VCP-MOF/001/2020
TO	BIDDER'S NAME		
	CONTACT PERSON		TEL.No.
	OFFICE ADDRESS		

Please provide your quotation for the following minor GENERAL SERVICES by **11.00am, 18th September 2020**

Quotation Validity	60 days	RFQ APPROVAL	TY11B APPROVAL
Required Completion Period	14 calendar days		
Required Completion Date	Before 31st October 2020	<i>(initial)</i>	<i>(initial/ date)</i>
Defects Liability Period	N/A	<i>(enter approving office name)</i>	
Performance Security	Not applicable	<i>(enter approving officer title)</i>	
Performance Security type	Not applicable		Date
THE SUPERVISING TECHNICAL ENTITY IS:	GCF-VCP Project Management Unit		
THE SUPERVISOR IS:	Mafutaga Leiofi, Flood Monitoring & Geohazard Specialist		
No	Work Item Description	Grand Total <i>(inclusive of VAGST and applicable taxes *)</i>	
1.	Sub-Total Survey of Segment 1 of Vaisigano River (VAGST exclusive)		
2.	VAGST# (15% of Sub-Total)		
3.	GRAND TOTAL (VAGST inclusive)		
ATTACH SHEET FOR ADDITIONAL ITEMS			
PLEASE SUBMIT THE FOLLOWING TECHNICAL SCHEDULES (put "X" for required attachments)			
WORK SCHEDULE/ BAR CHART	<input checked="" type="checkbox"/>	CASH FLOW	<input type="checkbox"/>
PAYMENT SCHEDULE	<input type="checkbox"/>	EQUIPMENT SCHEDULE	<input type="checkbox"/>
			METHODOLOGY
			<input checked="" type="checkbox"/>
			KEY PERSONNEL
			<input checked="" type="checkbox"/>
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 requirements & activity schedule services item (b) to abide by this quotation for the Validity Period stated above.			<p style="color: red;"><i>(sign & stamp)</i></p> <p>Service Provider's Authorized Officer</p> <p style="color: red;">Date</p>

* Bidders are reminded to consider local taxation laws including Withholding tax which will be applicable to the resultant contract.

Bidders shall only charge VAGST if they are currently registered for the same.

PART 4: GENERAL CONDITIONS OF CONTRACT: MINOR GENERAL SERVICES

- 1 APPLICATION CONTEXT: These Conditions apply only for use within the Independent State of Samoa for contracts awarded through request for Quotation processes for Minor General Services in accordance with Instructions 3.7 of Part K of the Treasury Instruction 2013.
- 2 NAMES OF PARTIES: As stated in the Letter of Award (see Part 1) above, the Government of Samoa as represented by the **Ministry of Finance** is the Principal and the successful bidder will be named the Contractor.
- 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 Contractor and includes the following documents which replaces all communications, negotiations and agreements (whether written or oral):
 - a. Letter of Award;
 - b. the Request for Quotation, RfQ Ref No. **GCF-VCP-MOF/001/2020** (the 'RfQ') inclusive of Instructions to Contractors;
 - c. these General Conditions of Contract;
 - d. Special Conditions of Contract;
 - e. Services Requirements & Activity Schedule Work Items.
- 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 Services performed and completed since the previous claim for Payments including the materials used;
 - d. report on the progress of the Services.

The Project Manager shall issue a Progress Payment Certificate once he/she are satisfied that the Claim for Payment is bona fide. The Principal must pay the amount in the Claims for Payment fourteen (14) days from when he/she is satisfied with the Claim for Payments.
- 7 PROJECT MANAGER: The Project Manager shall be the representative of the Principal responsible for liaising with the Contractor and general administration and supervision of the Services. 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 Principal, without encumbrances of ownership by other parties. The Principal 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 Services 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 (150) percent of the Contract Price, except that this shall not apply to costs of rectifying defective equipment, services 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. Provided that failure of such action shall not be the subject of formal legal redress indicated in Clause 24 following
- 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 23 shall be settled in accordance with the provisions of the Arbitration Act 1976 of Samoa and best international practice.
- 29 INDEMNITY: The Contractor shall, subject to Clause 18, 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 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.
- 31 INSURANCE: The Contractor will be responsible for taking out any appropriate insurance coverage during the duration of the Contract.
- 32 ASSIGNMENT: The Contractor shall not assign this Contract or sub-contract any portion of it without the Principal's prior written consent.
- 33 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.
- 34 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 Requirement/Specifications and all the other provisions of this Contract.
- 35 CLEANING UP: The Contractor shall, to the satisfaction of the Project Manager keep the Site and Services and/or Works tidy and clean during the execution of the Service and at its completion. The ownership of any leftover or surplus material at the Completion of the Works shall remain vested in the Principal.

PART 5: SPECIAL CONDITIONS OF CONTRACT: MINOR GENERAL SERVICES

GCC	Details
Clause 5	Commencement date: >insert date< Completion Period: >insert period< Completion Date: >insert date<
Clause 6	The Contract Price shall be an amount not exceeding >insert amount< (incl. all taxes)
Clause 6	% of the Retention: Not Applicable
Clause 7	Project Manager shall be: Mafutaga Leiofi Flood Monitoring & Geohazard Specialist Green Climate Fund Vaisigano Catchment Project
Clause 12	For communications to the: (a) Principal It must be delivered to the following address: GCF-VCP Project Manager Ministry of Finance Level 3, CBS Building (b) Contractor It must be delivered to the following address: >insert address<
Clause 23	(a) The Contractor stops the work for fourteen (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 services by the number of days for which the maximum amount of liquidated damages can be paid i.e. 0.5% of the contract price per day. The total amount must not exceed 15% of the Contract Price)
Clause 25	Rate per day: 0.5% Maximum amount: 15% of the Contract Price

PART 6: SERVICE REQUIREMENTS/SPECIFICATIONS & ACTIVITY SCHEDULE WORK ITEMS

A. Scope of survey works

This part contains the specification for additional river survey of the Vaisigano River between Leone Bridge and the river mouth, including the Segment 1 river walls. The location of the survey is shown in Figure 1.



Figure 1 Location of Survey (blue line)

The blue line represents an 800m length of river. Along this reach, cross sections at approximately 25m centres are required. Each cross section shall be perpendicular to the channel centre line and shall include (refer to Figure 2):

- Top of river wall on both sides
- Base of river wall on both sides
- All changes in grade along the cross section
- Intermediate points every 5 metres

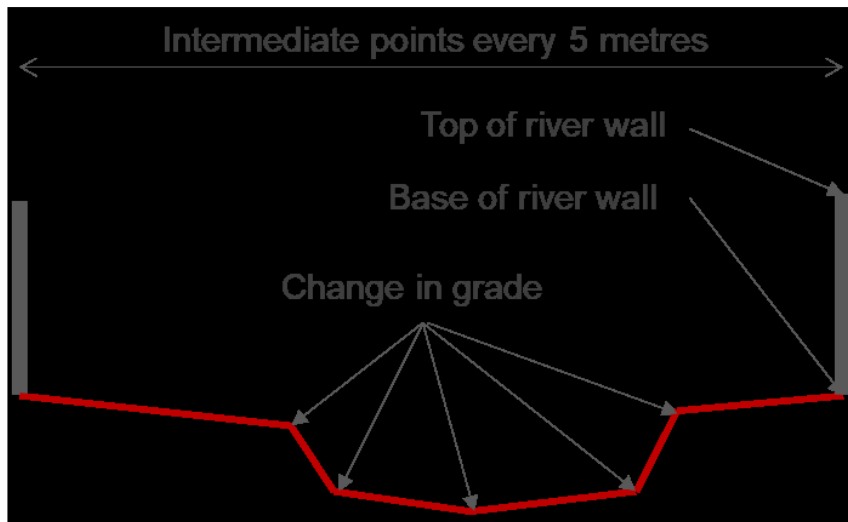


Figure 2: Typical cross section survey points

In addition to the cross sections, a centre line along the deepest part of the channel is required. Survey points at 5m centres are required along the centre line.

Accuracy and coordinate system

All points shall have a vertical accuracy of $\pm 50\text{mm}$ and horizontal accuracy of $\pm 100\text{mm}$.

Coordinate system shall be WGS84 UTM Zone 2 south.

Levels shall be relative to mean sea level or other agreed datum, for consistency with the LiDAR survey.

Output format

Output shall be provided in 3D DXF format, either save in a memory stick or E-Copy format.