



## REQUEST FOR QUOTATIONS – WORKS

***For projects governed by Procurement Regulations for ADB Borrowers: Goods, Works, Nonconsulting and Consulting Services (2017)***

**January 2020**

# REQUEST FOR QUOTATION - WORKS (RFQW)

Project Title: Systems Strengthening for Effective Coverage of New Vaccines in the Pacific (Samoa)

Source of Funding: Asia Development Bank

Contract Ref: S-W-01

Date of Issue of Request: \_\_\_\_\_

To: \_\_\_\_\_

Sir/Madam:

1. The Ministry of Health (Employer) hereby requests you to submit a quotation for the following works:

- i. Renovation works for the primary EPI building roofing;
- ii. Renovation works for the secondary building interior structure;
- iii. Minor renovation works for identified rural health facilities EPI rooms/offices;

.....  
[Details specifications for i,ii and iii requirements are provided under specifications ]

To assist in the preparation of your price quotation, the necessary **Specifications, Activity Schedule** and **Drawings, Form of Quotation** and a draft **Contract Form** are enclosed. You are advised to visit the site of the works at your own expense, and obtain necessary information in order to prepare your quotation.

2. If you/your firm, however, falls under any of the following conditions, your proposal may not be considered:

- (a) you/your firm are/is not a citizen/national of an ADB member country, or
- (b) you/your firm have/has been associated with the firm that prepared the design, specifications, or engaged in the preparation of the Project or firm that will provide supervision of the Works, or
- (c) you/your firm are/is owned by the Employer, or
- (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date), or
- (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.

3. To be qualified, you must:

- (a) have experience as a prime contractor in the construction of at least one work over the last 3 years of the nature and complexity equivalent to the works covered by this **Request for Quotation** as evidenced by a client's certificate of completion; and
- (b) provide evidence of availability of financial resources to successfully complete the works in the amount of USD165,000.00. Credit line from a reputable bank is acceptable evidence. Otherwise, you will not be considered further.

4. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

## Preparation of Quotations

- (a) Your price quotation/(s) shall be for the whole works as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Activity Schedule**. The currency of quoted prices and payment shall be \_\_\_WST\_\_\_ ]. The quotation shall include all

duties, local taxes and other levies payable by the contractor in accordance with the local laws.

- (b) You shall submit only one quotation. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (c) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail.
- (d) Your quotation should be valid for a period of 90 days from deadline for submission of the quotation as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of eligible contractors for the project for 2 years.

#### Submission and Opening

- (e) Your **Form of Quotation** with the priced **Activity Schedule**, if applicable, should be submitted by September 15<sup>th</sup>, 2025 with the required documents that should be signed, sealed in an envelope, and addressed to and delivered to the following address: The Secretary, Tenders Board, 4<sup>th</sup> Floor, Central Bank Building of Samoa, Beach Road, Apia, Samoa and may also submit electronic copies through the Government of Samoa e-Procurement Portal: [https://www.tenderlink.com/mof\\_samoa](https://www.tenderlink.com/mof_samoa)
- (f) Quotations shall be opened in public in the presence of participating contractors' representatives who choose to attend, on September 15<sup>th</sup>, 2025 \_\_\_\_\_ [*same date as for quotation submission*] at the following address.

**Tenders Board**  
**4<sup>th</sup> Floor, Central Bank Building of Samoa**  
**Beach Road, Apia, Samoa**

#### Evaluation and Comparison

- (g) Quotations determined to be substantially responsive to the **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (h) In evaluating the quotations, the Employer shall adjust for any arithmetical errors as follows:
  - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - (ii) where there is a discrepancy between the total price in the Priced **Activity Schedule** or the quoted amount indicated in the **Form of Quotation**, the total price in the Priced **Activity Schedule** shall govern.

If you refuse to accept the correction, your quotation will be rejected.

#### Award of Contract

- (i) The Employer shall award the contract to the contractor whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation.
- (j) The contractor whose quotation has been accepted will be notified by the Employer within 90 days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Employer.
- (k) The successful contractor shall sign the **Contract** (attached) governed by the annexed **Contract**

5. Further information can be obtained from:

Name : Fusi Masina Tietie-Mapuilesua  
Address : Ministry of Health, Headquarter  
Telephone : 68100 (ext 140)

E-mail : fusi.tietie@health.gov.ws

6. The Employer intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the Contract resulting from this **Request for Quotation**.
7. Under **ADB's Anticorruption Policy** (1998, as amended to date), bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the bidder recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the employer's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):<sup>1</sup>

- (a) Name of Institution: \_\_\_\_\_
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_
- (c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:<sup>2</sup>

- (a) Nature of the offense/violation: \_\_\_\_\_
- (b) Court/Area of jurisdiction: \_\_\_\_\_
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_
- (d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the employer's country, international organizations, and other donor

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<sup>1</sup> Any such disclosure shall be forwarded by the Employer to ADB.

<sup>2</sup> Any such disclosure shall be forwarded by the Employer to ADB.

agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,



Tagaloa Dr. Robert Thomsen  
Acting Chief Executive Officer  
(Employer)

# ATTACHMENT 1 - SPECIFICATIONS

## **BACKGROUND**

The Effective Vaccine Management Assessment 2023 conducted by MOH with UNICEF recommended that key areas of improvement include ongoing and preventative maintenance of vaccination facilities and equipment. Overall, ensuring adequate facilities and space for immunization services is key to improving vaccine administration. This was noted for district health facilities but also at the national EPI headquarters at TTM Hospital. Additionally, the Measles Recovery Plan 2020 detailed key actions and priorities for ensuring adequate facilities and operations for vaccination services.

## **PRIMARY EPI BUILDING**

The EPI Building is one of the oldest buildings (50 + years ) within the Ministry of Health, previously housing Family Planning, Antenatal clinics and the Ministry of Health administration Office. It is situated furthest south of the MOH compound, adjacent to the old Maternity Ward. In 2019, the building was renovated to cater as a possible ward for patients during the Measles Epidemic. The internal and external frame of the building was renovated extensively including the tiling of floors, replacing walls, doors, and window frames and repainting the entire building. The contract was signed with Capella Construction.

However, the contract was for the shell of the building only. Since then, the building has housed the EPI Unit, COVID Vaccination site, Apia Urban Community teams and now the EPI TTM Clinic.

Unfortunately, for the past four years there has been significant water leakage during periods of heavy rains. The roof type is a Dutch gable roof with a louvered top extension gable roof in the centre. The water damage from the roof has caused rot which has spread to the ceiling boards. The water leakage is confined to the four roofing hips or joining of the roof. There is visible water damage seen on the interior ceiling of the building. The water leakage onto the floor creates slippery services which is a hazard to staff personnel. Buckets have to be strategically placed to capture the water leaks during rainfalls. In addition to being a safety hazard, it is also a hazard to vaccine storage and IT equipment housed within the building.

## **SECONDARY EPI BUILDING.**

Adjacent to the EPI building is a secondary building which requires renovation. The building is divided into two portions; the west side is used for storage by the BIOMED department and the eastern side room is currently unutilised. The building is of sound external structure (cement walls) but the interior is in need of general renovations including ceiling replacement, toilet facility repairs and redesigning of the interior floor plan.

This building will be utilised by other Public Health programs such as Nutrition and Health Programs to augment the EPI and Family Planning clinics. This building will include offices and a community-based consultation area for nutrition including the provision of cooking demonstrations for parents and the general public. It will also serve as a consultation area for basic NCD screenings (BMI).

**PRIMARY EPI BUILDING (29 days)**

The objective of this Scope of work is to repair roofing leakage and make necessary adjustments to prevent further damage.

The following required tasks include:

- The Contractor shall bear full responsibility for the lodging, acquisition, and submission of the Development Consent and all necessary permits to PUMA with respect to the Renovation Works.

<b>Task</b>	<b>Description</b>	<b>Timeframe</b>
1. Initial Scoping Assessment and design	Determine all causes of roof leakage. Leakage in 4 corners of the building roofing has been documented. Need to identify all sources of leakage within the roofing.	2 days
2. Inspect adjacent areas to visible water damage	Assess if there is additional damage to roofing and adjacent areas beyond what was initially documented	1 day
3. Replace old roofing with new roofing sheets	<p>Remove old roofing and flashing and replace with new roofing sheets, correct any structural issues causing leakage into building.</p> <p>Remove and replace (if possible) under the supervision approval based on these condition:</p> <ul style="list-style-type: none"><li>• Rot Decay timber</li><li>• Structural failure (roof deterioration)</li><li>• Water damage (timber being affected by moisture)</li><li>• Sagging</li><li>• Instability</li><li>• Timber (deteriorated/weakened/compromised)</li></ul>	7 days
4. Whirly bird vents	Install 3 aluminium whirly bird vents on the top portion of building for ventilation. Aluminium ventilation to replace windows.	1 day
5. Clerestory glass louvers (another area of water leakage)	Remove glass louvers in the clerestory part of the building and replace with aluminium vents.	2 days
6. Replace internal damaged ceiling boards	Replace all damaged ceiling boards encountered during work	3 days
7. External roof covering	Remove rusty flushing at back of EPI building and install a roof covering over walkway between EPI building and external toilets.	3 days
8. Water damaged doors	Replace two water damaged external aluminium doors to bathrooms.	1 day

9. Board up windows	Board up windows to waist level in room for ILR storage. (Rm 2)	1 day
10. Paint for finishing	Where required/ceiling boards	3 days
11. Fire Alarms and extinguishers.	Assess and install fire alarm system and fire extinguishers as per DESA requirements.	1 day
12. Air conditioners	Install 3 aircon in rooms currently without aircon or need replacement. 2 X 12 BTU 1 X 16 BTU	1 day
13. Fans	Reinstallation of ceiling fans (3) and installation of wall fans (3)	2 days
14. Curtains	Replace curtains in rooms.	1 day

### **SECONDARY EPI BUILDING (38 days)**

The objective of this Scope of work is to renovate part of the interior structure of the building for utilisation as a work place for Public Health programs supporting EPI.

The following tasks required include:

<b>Task</b>	<b>Description</b>	<b>Timeframe</b>
1. Initial Scoping Assessment and Design and Build/Renovate	Determine over-all renovations required including external roofing- electrical wiring, water supply, floor plan. Discuss with Health staff (DDG and Nutrition) requirements for the building.	3 days
2. Roofing	Replace existing roofing with new roofing. Include guttering as needed.	3 days
3. Ceiling	Remove old ceiling boards and old insulation and replace with new ceiling cement board final finishing with plaster works (compound).	5 days
4. Electrical Wiring	Provide light fixtures and electrical fittings and outlets, Electrical re-wiring of room as required.	3 days
5. Floor Plan	Remove existing room partitions. Install new wall partitions for three offices. Repartition as per requirements of MOH staff Install a solid wall between the two main rooms to separate the storage room used by BIOMED Remove island kitchen and replace with a new island for teaching demonstrations. Install mini kitchen area with counter and sink.	5 days
6. Flooring	Remove old vinyl flooring tiles and replace with heavy duty/industrial non slip vinyl flooring.	3 days
7. Windows	Replace glass louvers, louver frames (type of windows to be determined) install external security aluminium grills.	3 days
8. Toilet and Bathroom	Install two toilets and shower plus hand washing basins. Install doors as required for privacy.	5 days



9. Fire Alarms and extinguishers.	Assess and install fire alarm system and fire extinguishers as per country code.	3 days
10. Air Conditioning	Install 3 – 4 air-conditioning units in room (size to be determined by builder and requirement) Installation of ceiling fans as alternative ventilation.	2 days
11. Paint for finishing	Where required	2 days
12. Curtains	Installation of curtains and curtain rods for windows.	1 day

### **RURAL HEALTH FACILITIES – EPI ROOMS/OFFICES (23 days)**

The objective of this Scope of work is to renovate all identified EPI rooms in rural health facilities for Public Health programs supporting EPI.

The following tasks required include:

<b>Task</b>	<b>Description</b>	<b>Timeframe</b>
1. Safotu EPI room	Procure and install 2 air-condition units.	1 day
2. Foailalo EPI room	Remove current vinyl tiles, level out cement surface and replace with heavy duty, non-slip vinyl flooring (not tiles); Fix holes in walls and plaster. Paint walls. Install wooden shelving for storage. Replace 2 door knobs with lockable door knobs and key.	7 days
3. Lalomanu EPI room	Procure and install air-condition unit. Repair holes in walls and plaster. Paint walls. Procure and Install chrome wire shelves for storage of coolers and other materials.	5 days
4. Saanapu EPI room	Procure and install 2 air-condition units. Remove old vinyl tiles, level the concrete surface and install a heavy-duty non-slip vinyl flooring. Install curtains and curtain rods to cover windows to assure insulation.	5 days
5. Poutasi EPI room	Procure and install air-condition unit 24,000BTU	1 day
6. Satupaitea EPI room	Procure and install air-condition unit 24,000BTU	1 day
7. Lufilufi EPI room	Procure and install air-condition unit 12,000BTU	1 day
8. Faleolo EPI room	Procure and install air-condition unit 24,000BTU	1 day
9. Sataua EPI room	Procure and install air-condition unit 12,000BTU	1 day
10. MTII Hospital EPI and Community room	Procure and install 2 air-condition units 24,000BTU and 12,000BTU	1 day

### **QUALIFICATIONS REQUIREMENTS:**

1. Experience in Designing similar buildings for over three (3) years
2. Experience in supervising and undertaking renovation/construction works for over three (3) years
3. Documentary evidence of having executed at least three projects of similar nature or equivalent.
4. Experience in preparing PEAR/ESMP.

### **PERSONEL REQUIREMENTS:**

NO.	POSITION	TOTAL WORK EXPERIENCE (YEARS)	EXPERIENCE IN SIMILAR WORKS (YEARS)	QUALIFICATION
<b>KEY PERSONEL FOR DESIGN</b>				
1	Architect	3	3	Degree in Architecture from a recognised University
3	Structural/Civil Engineer	5	5	Degree in Civil/Structural Engineering from a recognised University
<b>KEY PERSONEL FOR CONSTRUCTION WORKS</b>				
1	Construction/Site Manager	5	3	Degree in Civil/Structural Engineering or equivalent discipline from a recognised University
2	Site Foreman	5	3	Degree in Civil/Structural Engineering or equivalent discipline from a recognised University. Certified builder.
3	Electrician	5	3	Diploma in Electrical Engineering from a recognised University. Grade A License.
4	Plumber	5	3	Certificate in Plumbing or five years practical experience in plumbing. Member of the Samoa Plumber Associaton. Level 3.

## ATTACHMENT 2 - ACTIVITY SCHEDULE

Item no.	Description	Unit	Amount
<b>A. Concrete Works</b>			
1.			
1.1	Renovations for primary and secondary EPI buildings where appropriate		
1.2	Renovations for rural EPI rooms where appropriate		
<b>B. Roofing</b>			
2.			
2.1	Repair roofing for primary and secondary EPI Buildings where appropriate		
2.2			
<b>C. Electrical Works</b>			
3.			
3.1	Repair and install electrical works for secondary EPI building		
3.2			
<b>D. Plumbing Works</b>			
4.			
4.1	Repair and install plumbing works for secondary EPI Building		
4.2			
<b>E. Other Works</b>			
5.			
5.1	Repair and install new tiles for rural EPI rooms		
5.2	Install aircondition units, fire alarms and extinguishers, louvres, curtains and shelves for rural EPI rooms		
Taxes	<b>VAT</b>		
	<b>TOTAL</b>		

[*Note: May be used for single-activity contract.*]

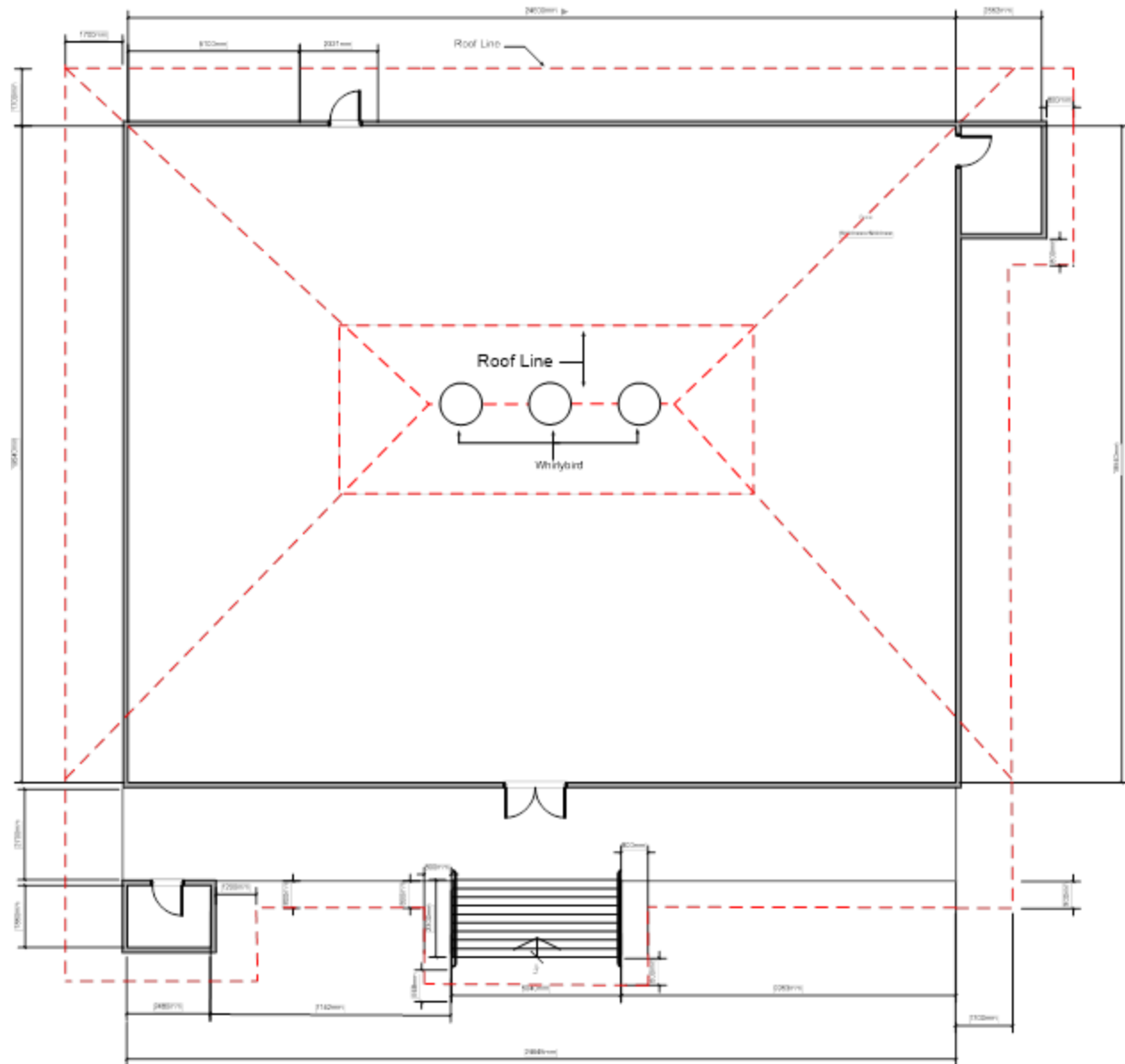
## ATTACHMENT 3 – DRAWINGS

### PRIMARY EPI BUILDING

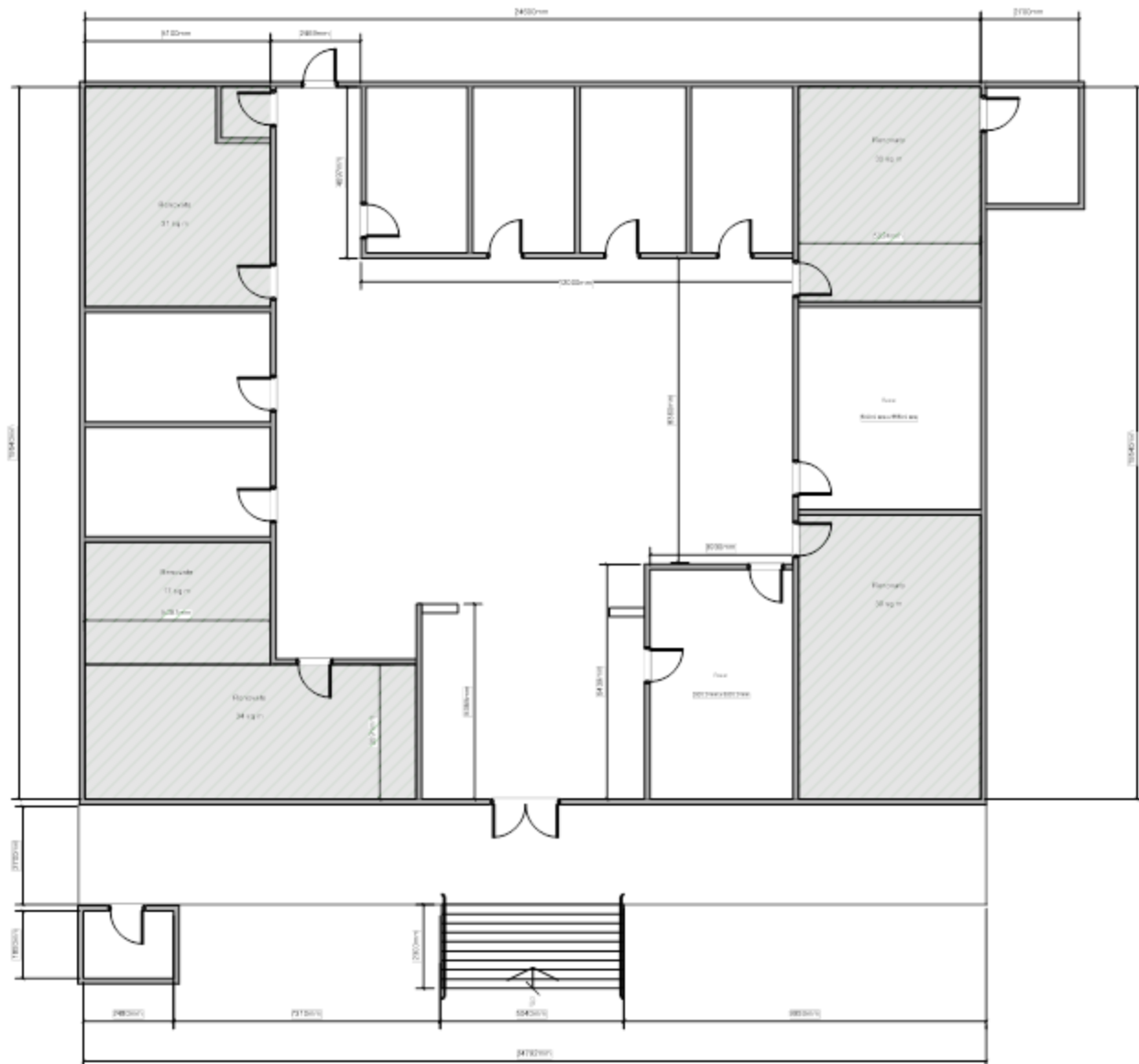




EPI Primary Building Roofing plan



## EPI Primary Building floor plan works





## SECONDARY EPI BUILDING

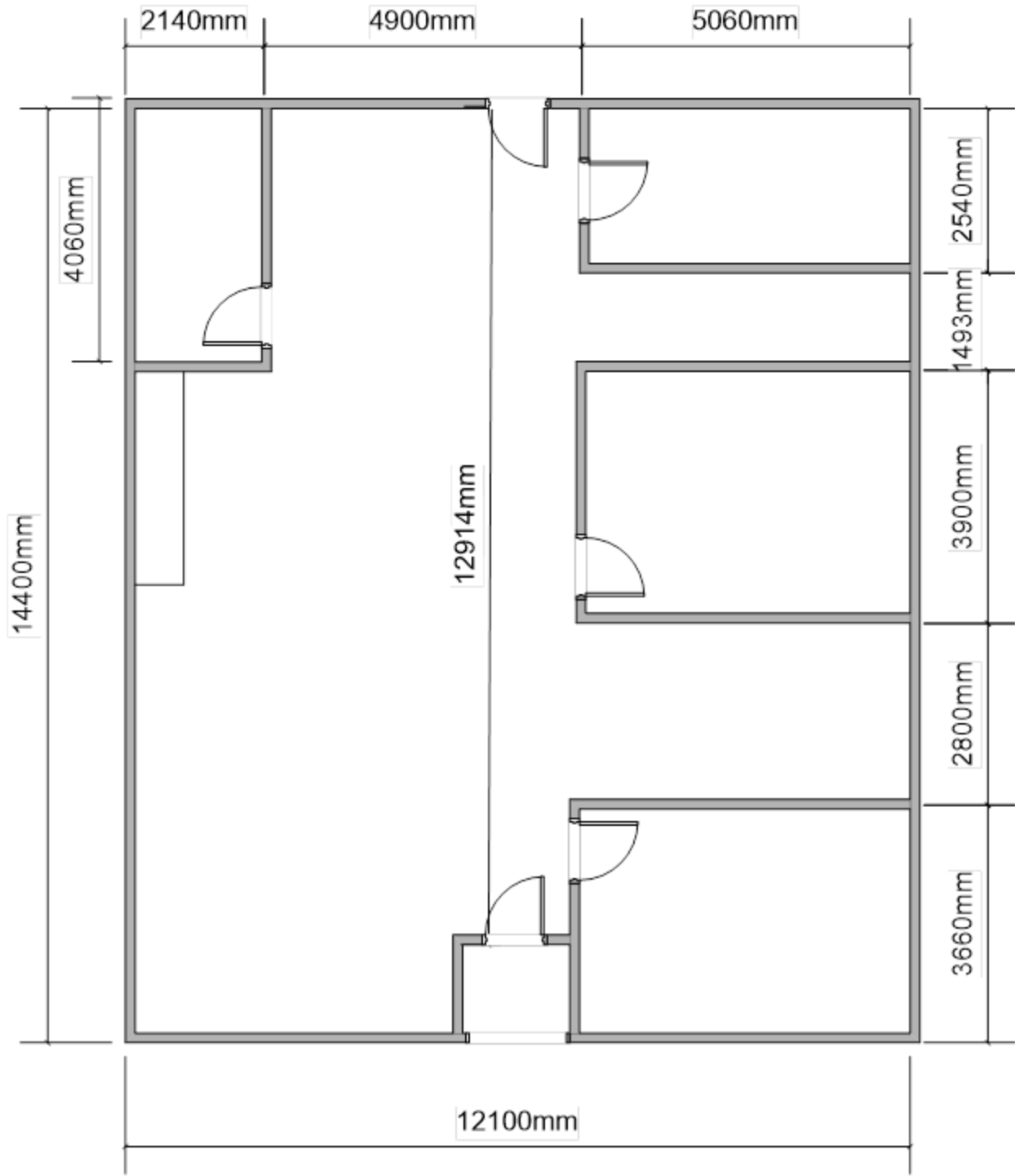




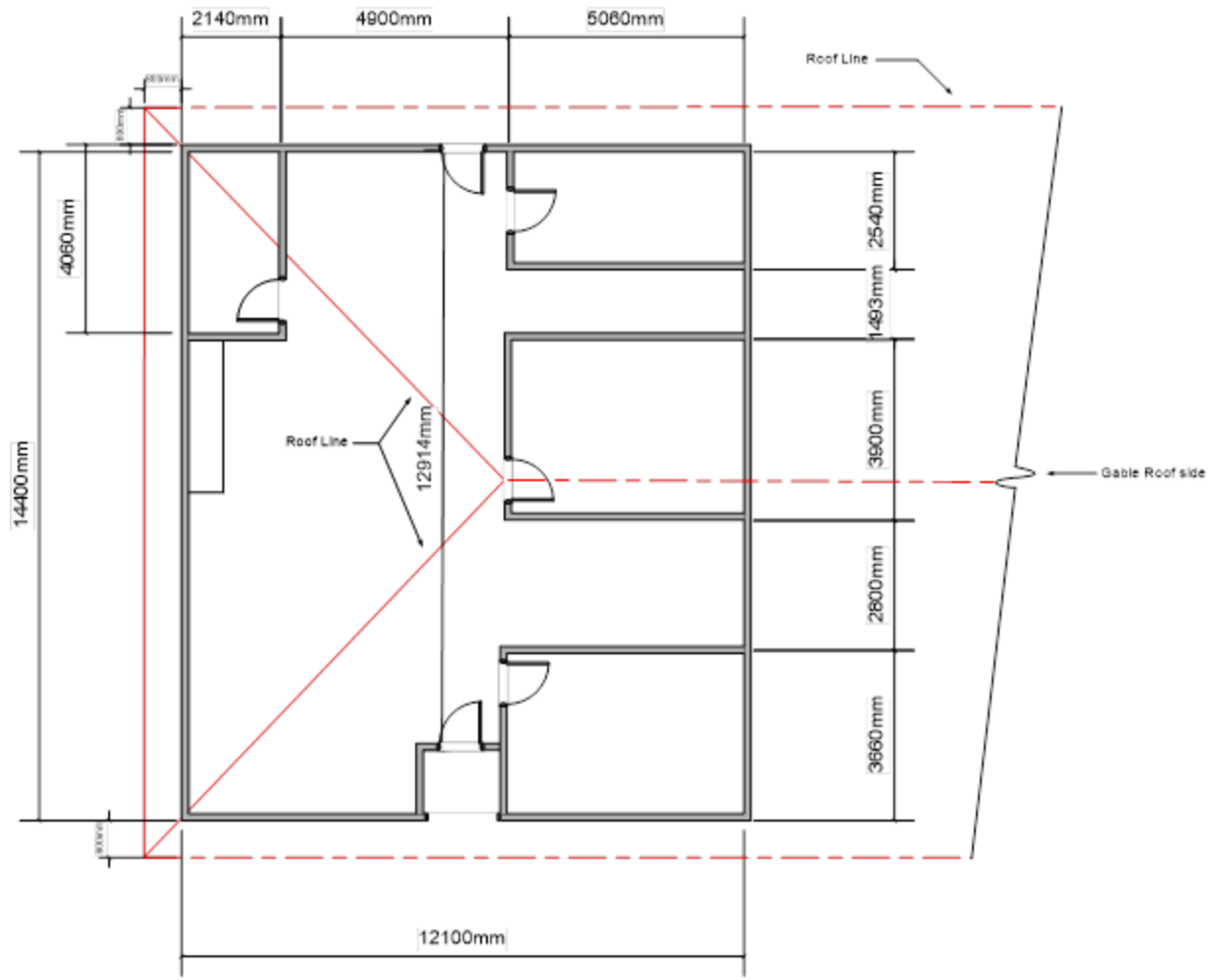




## EPI Secondary Building floor plan works

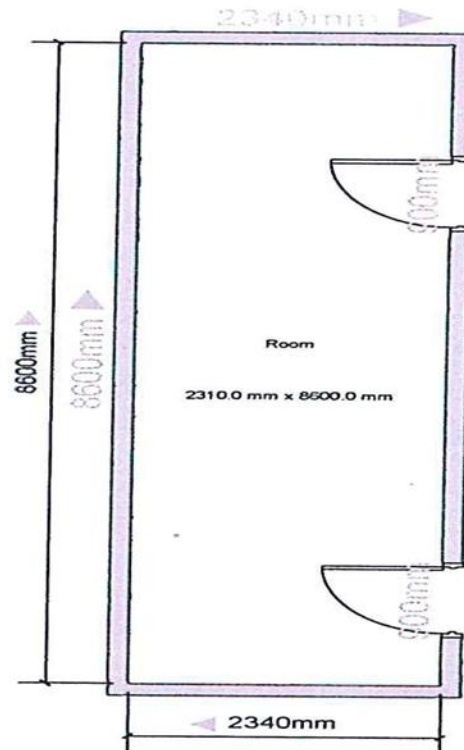


## EPI Secondary Building roofing works



## SAFOTU EPI ROOM

# SAFOTU DH



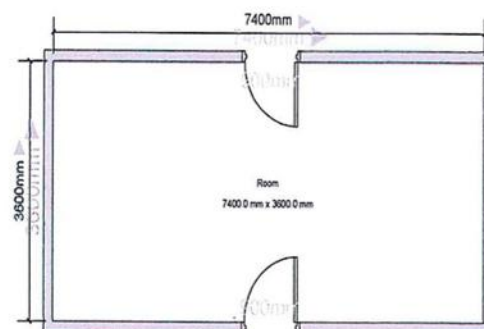
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## FOAILALO EPI ROOM





## FOAILALO DH



## LALOMANU EPI ROOM





## SAANAPU EPI ROOM





# SAANAPU Health Centre





# FORM OF QUOTATION

## (Works)

\_\_\_\_\_ [Date]

To: \_\_\_\_\_ [Employer's Name]

\_\_\_\_\_ [Employer's Address]

We, having examined the **Request for Quotation** and its attached documents, offer to execute the \_\_\_\_\_ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the priced **Activity Schedule** accompanying this Quotation for the Contract Price of \_\_\_\_\_ [amount in words] \_\_\_\_\_ [amount in numbers] in [name of currency] \_\_\_\_\_. We propose to complete the Works described in the Contract within a period of \_\_\_\_\_ months from the Date of Signing of the Contract.

This Quotation and your acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer required by the proposal documents.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Employer; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Contractor : \_\_\_\_\_  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Title of Signatory : \_\_\_\_\_  
Address : \_\_\_\_\_  
Phone Number : \_\_\_\_\_  
Fax Number, if any : \_\_\_\_\_  
Email address (optional): \_\_\_\_\_

## ACCEPTANCE

The Employer accepts the Contractor's offer to undertake the Works. Execution of the Works shall commence no later than the Start Date specified in the Contract. [At the option of the Employer, add: Please provide a Performance Security for the due performance of the Works, within 15 days of receipt of this returned **Form of Quotation**, in the amount equivalent to 10% of the Contract Price.]

Name of Employer : \_\_\_\_\_  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Title of Signatory : \_\_\_\_\_  
Date : \_\_\_\_\_

# CONTRACT

Name of Country: SAMOA

**Project Name: Systems Strengthening for Effective Coverage of New Vaccines in the Pacific (SAMOA)**

Name of Contract: Renovations for the EPI buildings

Contract Number S-W-01

This Contract is entered into this \_\_\_\_[date]\_\_\_\_ day of \_\_\_\_[month],\_ [year]\_\_\_\_ between \_\_\_\_[name of Employer]\_\_\_\_ on the one part (hereinafter called the Employer) and \_\_\_\_[name of Contractor]\_\_\_\_ (hereinafter called the Contractor) on the other part.

Whereas the Employer has called for quotations for \_\_\_\_[name and identification number of the contract]\_\_\_\_ and the Contractor has submitted a quotation for the above work and the Employer has accepted the Contractor's Quotation dated \_\_\_\_\_ for the execution and completion of such works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
  - a. Form of Quotation, with Specifications, Activity Schedule and Drawings; and
  - b. Contract Terms and Conditions;
2. Taking into account payments to be made by the Employer to the Contractor as provided herein, the Contractor hereby enters into this **Contract** with the Employer to execute the works fully described in the **Request for Quotation** documents with the scope itemized in the **Activity Schedule**, and in a professional workmanship in accordance with the **Contract Terms and Conditions**, all of which documents constitute integral parts of this **Contract**.
3. The Employer agrees to pay the Contractor, in consideration of the execution and completion of the Works and remedying defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.
4. The **Start Date** of the execution of Works shall be no later than \_\_\_\_\_.

In witness whereof the parties thereto have caused this Contract to be executed under the laws of \_\_\_\_\_ (country of Employer) on the date indicated above.

**Signature and seal of the Employer:**  
FOR AND BEHALF OF

**Signature and seal of the Contractor:**  
FOR AND BEHALF OF

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

## CONTRACT TERMS AND CONDITIONS

Project Name: Systems Strengthening for Effective Coverage of New Vaccines in the Pacific (SAMOA)  
Employer: Ministry of Health

Contract No.S-W-01

### 1. Definitions

1.1 The words and expressions defined shall have the following meanings assigned to them.

- (a) The **Activity Schedule** is a schedule of the activities comprising the construction of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations.
- (b) The **Start Date** is the latest date when the Contractor shall commence execution of the Works, as specified in the Contract.
- (c) The **Completion Date** is the date of completion of the Works as certified by the Project Manager.
- (d) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works.
- (e) The **Contractor** is the party whose offer to carry out the Works has been accepted by the Employer.
- (f) The **Contract Price** is the accepted contract amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (g) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (h) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects in accordance with Clause 19 [Correction of Defects].
- (i) The **Employer** is the party who employs the Contractor to carry out the Works.
- (j) Force Majeure means an exceptional event or circumstance which: is beyond a Party's control; which such Party could not reasonably have provided against before entering into Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (k) **Party** means the Employer or the Contractor, as the context requires.
- (l) The **Project Manager** is the person appointed by the Employer and notified to the Contractor, who is responsible for supervising the execution of the Works and administering the Contract.
- (m) The **Site** is the area defined by the Employer where the Works are to be executed, and any other place specified in the Contract as forming part of the Site.
- (n) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (o) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, including any Variation.

## **2. Interpretation**

- 2.1 In interpreting these conditions, singular also means plural. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these conditions.
- 2.2 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Contract, including Contract Terms and Conditions
  - (b) Accepted Form of Quotation,
  - (c) Specifications,
  - (d) Drawings,
  - (e) Priced Activity Schedules, and
  - (f) any other document required to form part of the Contract.

## **3. Contract**

- 3.1 The Parties shall enter into a Contract within 15 days after the Contractor receives notification of Acceptance.

## **4. Compliance with Laws**

- 4.1 The Contractor shall, in performing the Contract, comply with applicable Laws of \_Independent State of Samoa\_\_\_\_\_.

## **5. Fraud and Corruption**

- 5.1 This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

## **6. Project Manager's Decisions**

- 6.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

## **7. Communications**

- 7.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

## **8. Employer's Risks**

- 8.1 From the Start Date until the Completion Date, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
    - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

**9. Contractor's Risks**

- 9.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks, are Contractor's risks.

**10. (Optional) Insurance**

- 10.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated for the following events, which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Equipment and Materials: \_\_\_\_\_;
- (b) loss of or damage to property (except the Works, Materials, and Equipment) in connection with the Contract: \_\_\_\_\_; and
- (c) sickness, disease, personal injury or death of any person employed by the Contractor: \_\_\_\_\_.

- 10.2 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

**11. Contractor to Construct the Works**

- 11.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings for which the quotation was offered.

**12. Works to Be Completed by the Completion Date**

- 12.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Completion Date.

**13. Possession of the Site**

- 13.1 The Employer shall give possession of all parts of the Site to the Contractor on \_\_\_\_\_.

**14. Access to the Site**

- 14.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

**15. Safety**

- 15.1 The Contractor shall be responsible for the safety of all the activities on the Site.

**16. Instructions, Inspections, and Audits**

- 16.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.
- 16.2 The Contractor shall permit ADB to inspect the Contractor's accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by ADB. The Contractor shall maintain all documents and records related to the Contract for a period of 3 years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of corrupt, fraudulent, collusive, coercive,

or obstructive practices or other integrity violations and require its employees or agents with knowledge of the Contract to respond to questions from ADB.

**17. Program**

- 17.1 Within 30 days after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for his no-objection and reference a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. The activities in the Program shall be consistent with those in the Activity Schedule.
- 17.2 The Program shall indicate commencement of the Works on the Start Date and proceed without delay to comply with the Completion Date in the Contract.

**18. Defects Liability Period**

- 18.1 The works undertaken should be covered by contractor's warranty under the Defects Liability Period of 12 months from the date of completion. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

**19. Correction of Defects**

- 19.1 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period.
- 19.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

**20. Uncorrected Defects**

- 20.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount. If Contractor is unable to correct the defect or pay the required amount imposed, the Contractor shall be disqualified from undertaking contracts for the Employer for a period of five years.

**21. Contract Price**

- 21.1 The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid.

**22. (Optional) Advance Payment**

- 22.1 An advance payment of 15% of the Contract Price will be paid upon the Contractor bringing at the work site the following items and Project Manager certifying it: (i) at least one half of all materials to be incorporated in the works or all materials to be consumed within three months whichever is less, and (ii) all equipment required for the construction.
- 22.2 The advance payment shall be repaid through deductions of 25% from each interim payment starting with the payment certificate where the value of work certified has exceeded 30% of the Contract Price, provided that the advance payment shall be completely repaid prior to the time when 90% of the Contract Price is certified for payment.

**23. (Optional) Performance Security**

- 25.1 At the option of the Employer, the Contractor shall be advised to provide a Performance Security for the due performance of the Works, within 15 days of receipt of the returned **Form of Quotation** with signed **Acceptance**, in the amount equivalent to 10% of the Contract Price.

**24. Taxes and Duties**



- 24.1 The Contractor is responsible for all taxes, duties, levies, etc. in accordance with the laws of the \_Independent State of Samoa\_\_\_\_\_ (*Employer's country*).

**25. Payment Certificates**

- 25.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 25.2 The value of work executed shall be determined by the Project Manager and certify the amount to be paid to the Contractor.
- 25.3 The value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 25.4 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

**26. Payments**

- 26.1 Payments shall be adjusted for deductions for advance payments, if any. The Employer shall pay the Contractor the amounts certified by the Project Manager within 14 days of the date of each certificate.

**27. Cost of Repairs**

- 27.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

**28. Notice and Consequences of Force Majeure**

- 28.1 If a Party is or will be prevented from performing its obligations under the Contract by Force majeure, it shall give notice to the other Party of the circumstances of Force Majeure within 10 days after the Party becomes aware of them.
- 28.2 The Party shall, having given notice, be excused from performance of obligations for so long as Force Majeure persists. However, each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.
- 28.3 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
- 28.4 If contractor is prevented from performing its obligations due to Force Majeure of which notice has been given, and suffers delay due to such Force Majeure, the contractor shall be entitled to (a) an extension of time if completion will be delayed, and (b) payment of costs, including rectification or replacement of works or goods damaged, when such costs arises from the defined events or circumstances of Force Majeure to the extent they are not indemnified through the insurance policy.

**29. Release from Performance**

- 29.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance.
- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Clause 34 [Payment Upon Termination].

**30. Completion**

- 30.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

### **31. Taking Over**

- 31.1 The Employer shall take over the Site and the Works within 7 days of the Project Manager's issuing a certificate of Completion.

### **32. Final Account**

- 32.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 28 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 28 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

### **33. Termination**

- 33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

- 33.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 56 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular defect prior to completion is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Project Manager gives two consecutive Notices to update the Program and accelerate the works, and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;
- (g) the Contractor does not maintain a Performance Security, which is required;
- (h) the Contractor has delayed the completion of the Works by more than 56 days; and
- (i) if the Contractor, in the judgment of the Employer has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing the Contract.

### **34. Payment upon Termination**

- 34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

**35. Resolution of Disputes**

35.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the unresolved dispute between the Employer and the Contractor, the dispute shall be settled in accordance with the provisions of the Arbitration Act of Samoa 2021 \_\_\_\_\_ [arbitration law or rules of the Employer's country].

**36. Suspension of ADB Loan or Credit**

36.1 In the event that ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made,

- (a) the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received ADB's suspension notice.
- (b) if the Contractor has not received sums due it within the 28 days for payment provided for in Clause 26 [Payments], the Contractor may immediately issue a 14-day termination notice.