



Government of Sāmoa

Our ref:
Your ref:

MINISTRY OF EDUCATION AND CULTURE

**DEMOLITION & REMOVAL OF THE OLD PRISON
BUILDINGS AT ST PAUL'S PRIMARY AT TAFIAGATA**

REQUEST FOR BIDS (“RFB”)

JUNE 2026

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SECTION I: INSTRUCTIONS TO BIDDERS FOR DEMOLITION WORKS

- 1. Clarification of Bidding Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the Principal, the Ministry of Education and Culture (“the Principal”) in writing or by cable (hereinafter, the term “cable” is deemed to include email and facsimile) at the Principal’s address indicated in the Invitation for Bids. The Principal will not respond to any request for clarification which he receives five (5) days prior to before the deadline for submission of Bids. Copies of the Principal’s response will be forwarded to all Bidders that uplifted Bidding documents, including a description of the enquiry.
- 2. Bid Validity:** Bids shall remain valid for a period of ninety (90) days after the date of Bid opening.
- 3. Principal’s right to Accept any Bid and to Reject any or all Bids:** The Principal reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without hereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Principal’s action.
- 4. Method of Works:** The bidder shall submit a detailed Method of Works detailing exactly how the works will be undertaken, what machinery are being proposed and the methods of disposal of various demolition products. Emphasis will be on the method of handling, transporting and disposal of hazardous material.

SECTION II – INVITATION FOR BIDS FOR DEMOLITION WORKS

TENDER FOR THE DEMOLITION & REMOVAL OF THE OLD PRISON BUILDINGS AT ST PAUL'S PRIMARY AT TAFaIGATA

Dear Sir/Madam,

1. All Tenders are hereby invited for the demolition and removal of the Old Prison Buildings at St Paul's Primary located at Tafaigata on an "AS IS WHERE IS BASIS" ("the Works") to allow for proposed development works at the Site.
2. The Works is divided in two phases:
 - 1.1 Phase 1 – Demolition and removal of the Old Prison Buildings (Building 1 & 2). Phase 1 should be completed four (4) weeks from the commencement date.
 - 1.2 Phase 2 –Demolition and removal of the Old Prison Building. Phase 2 shall commence after the completion of Phase 1 and should be completed two (2) weeks from the start date, which shall be approved by the Ministry of Education and Culture.

- 2 All Tenders must be clearly marked "**DEMOLITION & REMOVAL OF THE OLD PRISON BUILDINGS AT ST PAUL'S PRIMARY AT TAFaIGATA**" and enclosed in a sealed envelope and clearly addressed to:

*The Secretary
Government of Samoa Tenders Board
Level 4, Ministry of Finance
Central Bank of Samoa Building
APIA*

All Tenders must clearly identify which Phase the bid is submitted for and provide full contact details for identification and clarification purposes. Bidders may submit for one or both Phases of the Works.

- 3 The Ministry of Education and Culture is not bound to accept any of the bids submitted and reserves the right at its complete discretion, and without assigning any reasons to cancel, vary the terms and conditions of, or discontinue this bidding process. Further, the Principal shall at its own discretion not be bound to accept the **lowest** financial or any Bid for that matter.
- 4 Please contact Mr Faamago Tulaniu –ACEO- Finance and Administration Division at (f.tulaniu@mesc.gov.ws) within two (2) days of receipt of this RFB:
 - (a) that you received the RFB document including this letter of Invitation; and
 - (b) whether or not you intend to submit a proposal.
- 5 Tenders must be deposited **on or before 11am on Monday, 29 June 2026** in the **Tender Box located on Level 4, Ministry of Finance, Central Bank of Samoa Building, Apia**. Tenders received after the closing date and time will not be considered.

Sincerely,



.....
Tauti Fa'atamali'i Jenny Lauano
CHIEF EXECUTIVE OFFICER

DEMOLITION OF OLD PRISON BUILDING AT ST PAUL'S PRIMARY AT TAFIAGATA
Contract BM:

MINISTRY OF EDUCATION AND CULTURE

**SECTION III—CONDITIONS OF BIDDING
DEMOLITION & REMOVAL OF THE OLD PRISON
BUILDING AT ST PAUL'S PRIMARY AT TAFIAGATA**

1. **LODGEMENT OF BIDS**

Bids must be enclosed in a sealed envelope marked as instructed in the Invitation for Bids. Oral Bids or Bids submitted by electronic mail shall **not** be considered.

Bidders must submit in hard copy an original marked "**ORIGINAL**" sealed in one envelope and three (3) additional copies of the Bids, each of which must be marked "**COPY**" in another sealed envelope. The two (2) envelopes containing the Original and Copy of the Bids must be sealed in one envelope and clearly marked:

- (a) For the Original RFB:
"ORIGINAL RFB: Demolition Works of the Old Prison Building at St Paul's Primary at Tafaigata"
- (b) For the Copy (3 copies) RFB:
"COPY RFB: Demolition Works of the Old Prison Building at St Paul's Primary at Tafaigata"

And with the warning stating: "**Do not Open before 11.00am, 29 June 2026.**"

2. **SITE INSPECTION**

- 2.1 Bidders are expected to inspect the Old Prison Building ("the Site of the Works") and to make themselves fully informed as to the nature of the Site and the full implications of the Contract and no consideration will be given later for any misunderstanding in this respect.
- 2.2 A Site inspection shall be carried out on 19 June 2026 at 9am. All interested parties will meet with the ACEO Finance and Administration Division and Principal for Maintenance on **Friday, 19 June 2026 at 9am** at the front foyer of the Ministry of Education and Culture for the Site inspection for services/work.

3. **CLOSING TIME AND DATE**

Bids shall be closed at the time and on the date stated in the Tender advertisement and paragraph 6 of the Invitation for Bids.

4. **DELIVERY BY HAND**

The Tender Box for lodgement of Bids is located on Level 4, Ministry of Finance, Central Bank of Samoa Building, Apia.

5. **LATE BIDS**

Bids received after **11.00am** of **29 June 2026** shall be declared late, rejected and returned to the Bidders unopened.

6. **BIDDERS TO INFORM THEMSELVES**

- 6.1 Bidders shall inform themselves fully of all circumstances and conditions in relation to submitting a Bid and shall satisfy themselves as to the correctness and sufficiency of this Request for Bid and their Bid.

- 6.2 Bidders who have any doubt as to the meaning of any part of the Request for Bids document shall seek clarification from: the ACEO Finance and Administration Division of the **Ministry of Education and Culture** at (f.tulaniu@mesc.gov.ws) before the closing date of Bid submissions.
- 6.3 Should any Bidder find any discrepancy, error or omission in this Request for Bids ("RFB"), they shall notify the ACEO- Finance and Administration Division on telephone (+685) 64600 as soon as possible **before** the closing date of Bids.
- 6.4 Any clarification given pursuant to this clause may also be issued to all other prospective Bidders. No explanation or amendment to the RFB documents shall be recognised unless in the form of a written addendum issued by the LA.

6 INFORMATION TO BE PROVIDED WITH SUBMISSION

- 7.1 All Bids submitted must comply with the following essential criteria:
- (i) The Bidder must provide a copy of a valid business license in accordance with the laws of Samoa.
 - (ii) Must be registered with the Ministry of Works, Transport and Infrastructure;
 - (iii) Bid submission must include the: Completed **Offer to Bid Form** to be executed by authorized personnel.
 - (iii) The Bidder shall also submit a detailed Method of Works detailing exactly how the Works will be undertaken, the machinery proposed and the methods of disposal of various demolition products. Emphasis should be placed on the method of demolition of the Old Prison Blocks as well as handling, transporting and disposal of hazardous material for all the buildings.
- 7.2 **NOTE:** the Condition of Agreement shall be incorporated when a successful Bidder has been approved by the Tenders Board.

8. BID VALIDITY PERIOD

- 8.1 Bids shall remain valid for a period of **ninety (90) days** from the date on which the Samoa Tenders Board opens the Bids.

9. TAXES, DUTIES AND FEES ETC

The Bidder shall pay such taxes, duties, fees and any other taxes and impositions as may be levied under the laws of Samoa.

10. CLARIFICATION OF INFORMATION

- 10.1 Bidders may be called upon to clarify any information to that provided in their Bids to demonstrate to the satisfaction of the Ministry that the Bidder has the capacity to operate and maintain the Services required.
- 10.2 The Bidder shall within the time specified by Ministry comply with any such request. Should the Bidder fail to provide clarification in the time stipulated, their Bid may be treated as non-responsive and may therefore be disqualified.

11. AWARDING OF CONTRACT

The awarding of the Contract shall be made to the Bidder whose Bid has been determined to be the most responsive Bid in accordance with the Tenders Board Guidelines.

12. EXECUTION OF DEMOLITION

Due to the urgent need to demolish the buildings included in the Works, Phase 1 must be completed within four (4) weeks from the commencement date approved by the Ministry. Phase 2 will not commence until after the completion of Phase 1 and should be completed within two (2) weeks from the date directed by the Ministry of Education and Culture in writing.

SECTION IV - OFFER TO BID FOR DEMOLITION WORKS

TO: The Secretary
Tenders Board

Level4, Ministry of Finance
Central Bank Building
APIA

BID TITLE: TENDER FOR THE DEMOLITION AND REMOVAL OF THE OLD PRISON BUILDINGS AT ST PAUL'S PRIMARY AT TAFaIGATA

OFFER:

Subject to the Conditions of Bidding and the Conditions of Agreement, I/WE..... the undersigned, having examined the Request to Bid documents for the above-named Works, offer to execute and complete the whole of the Works in conformity with these Documents and to remedy any defects therein, for the sums inclusive of VAGST as itemized below :

Phase 1	Demolition & Removal of the Building 1 & 2	SAT\$.....incl VAGST
Phase 2	Demolition & Removal of Building 3	SAT\$.....incl VAGST
	TOTAL incl. VAGST	SAT\$.....

If my/our bid is successful I/we shall offer **to complete Phase 1 within four (4) weeks** from xxx (or such other date as directed by the Ministry of Education and Culture);

I/we shall offer **to complete Phase 2 of the works within two (2) weeks** from the date directed by the Principal in writing

I/WE offer to execute and complete the whole of the Works for which I/we have tendered for the whole term of the Agreement.

I/WE agree to abide by this Bid for a Bid Validity Period of ninety (90) days from the date my/our Bid is opened by the Tenders Board, and agree that it shall remain binding upon me/us and may be accepted at any time before that date.

Unless and until a formal Agreement is prepared and executed, this Bid, together with the written acceptance thereof, shall constitute a binding agreement between us.

I/WE understand that you are not bound to accept the lowest or any Bid you may receive.

I/WE further understand that all applicable taxes, duties and other costs of and incidental to the preparation and lodgment of this bid by me/us shall be borne by me/us and that we are not entitled under any circumstances to recover any of these costs from the Ministry.

Bidder's name:

Address of Bidder:

Date:

Telephone: Facsimile: Email:

Authorized signature: Authorized signature:

SECTION V – TECHNICAL SPECIFICATIONS & SCOPE OF WORKS FOR DEMOLITION WORKS

Phase 1: Project – Demolishing and Removal Tafaigata old Prison Buildings.

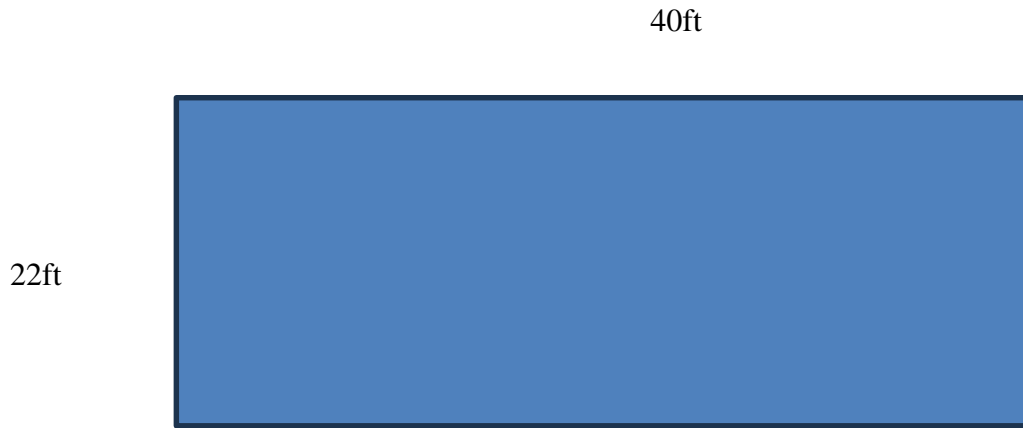
Building 1&2
Location - St Paul Primary School, Tafaigata.

Scope of Works.

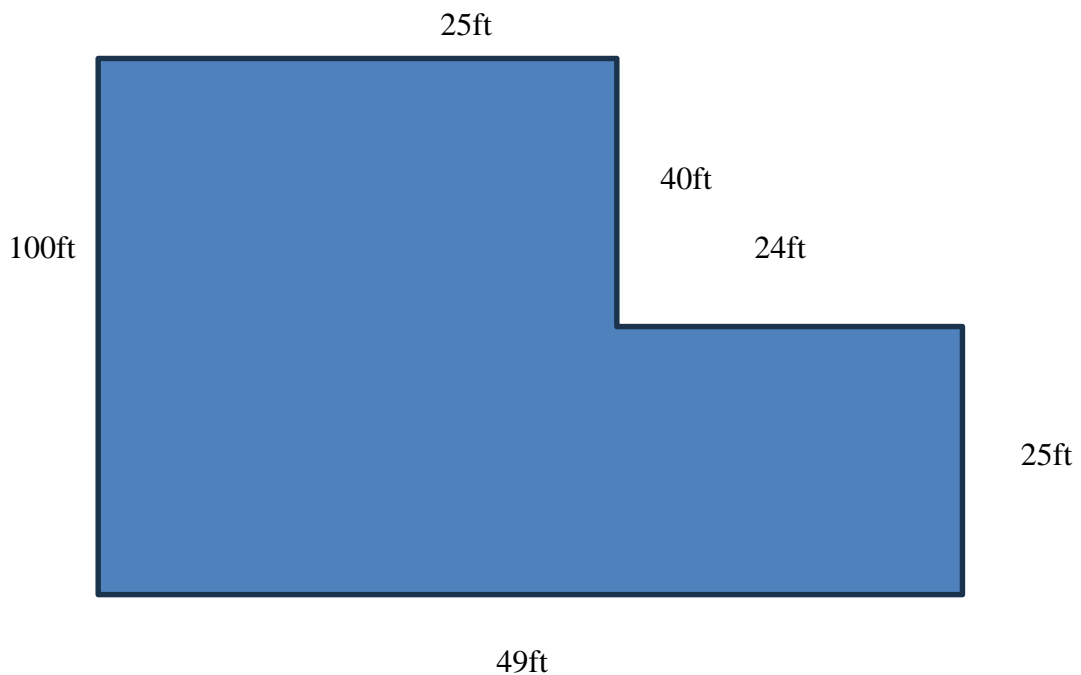
1. The contractor shall execute and complete the dismantling and taking out the debris from the said buildings.
2. The dismantling and taking away of the buildings shall be completed within 90 days from the date of commencement of dismantling works. The work has to essentially be completed within the specified period.
3. The contractor will seal off both sides of the school access road, from main gate to the school grounds, by providing a temporary fence on both sides of the school access road.
4. Contractor will create a new access road for taken away the debris from working sites. New access roads will be determined on site during pre-bid meeting.
5. The buildings shall be dismantled and removed from roofing sheets, roofing structures, cement walls, rebars, steel windows, steel doors, basement or foundation.
6. The material retrieved from dismantling shall be the property of the bidder.
7. The dismantling unserviceable materials and debris shall be cleared away from the premises, dismantling and removal of materials shall normally carry out only from 8:00am to 5:00pm.
8. The successful bidder shall take all cares and precautionary measures including proper sign boards and safety measures for avoiding any kind of damage, accidents in the work site due to any of his reasons.
9. The contractor shall take all necessary steps to take out the debris and remove structures thereon, shall at their own cost, make arrangements as may be necessary for taking out such debris and removal of waste cost thereby.

10. Buildings and cement structures to be removed on this scope, will be determined on site during pre-bid meeting.

11. Building 1 -



12. Building 2



Phase 2: Project – Demolishing and Removal Tafaigata old Prison Buildings.

Building 3

Location - St Paul Primary School, Tafaigata.

Scope of Works.

1. The contractor shall execute and complete the dismantling and taking out the debris from the said buildings.
2. The dismantling and taking away of the buildings shall be completed within 90 days from the date of commencement of dismantling works. The work has to essentially be completed within the specified period.
3. The contractor will seal off both sides of the school access road, from main gate to the school grounds, by providing a temporary fence on both sides of the school access road.
4. Contractor will create a new access road for taken away the debris from working sites. New access roads will be determined on site during pre-bid meeting.
5. The buildings shall be dismantled and removed from roofing sheets, roofing structures, cement walls, rebars, steel windows, steel doors, basement or foundation.
6. The material retrieved from dismantling shall be the property of the bidder.
7. The dismantling unserviceable materials and debris shall be cleared away from the premises, dismantling and removal of materials shall normally carry out only from 8:00am to 5:00pm.
8. The successful bidder shall take all cares and precautionary measures including proper sign boards and safety measures for avoiding any kind of damage, accidents in the work site due to any of his reasons.
9. The contractor shall take all necessary steps to take out the debris and remove structures thereon, shall at their own cost, make arrangements as may be necessary for taking out such debris and removal of waste cost thereby.
10. Buildings and structures to be removed on this scope, will be determined on site during pre-bid meeting.
11. Building 3, measurements.

35ft



SECTION VI – DRAFT CONTRACT



Government of Samoa

CONTRACT AGREEMENT FOR DEMOLITION WORKS

BETWEEN

THE GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

AND

[INSERT THE CONTRACTOR'S NAME]

CONTRACT No. _____

[INSERT MONTH AND YEAR]

THIS AGREEMENT is made this day of 2026.

BETWEEN: The **GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA** acting by and through the **HONOURABLE MINISTER FOR THE MINISTRY OF EDUCATION AND CULTURE, AIONO DR. ALEC EKEROMA** (hereinafter called "the Principal");

AND: **[INSERT NAME OF THE CONTRACTOR]**, a duly registered company having its place of business at **[INSERT ADDRESS]** (hereinafter called "the Contractor").

The Principal and the Contractor ("the Parties") agree that the Contractor undertakes the Works specified in ***Annexure A and Annexure B*** to this Contract, for the total sum of **[INSERT AMOUNT]** inclusive of VAGST and any other applicable taxes.

TIMING OF WORKS: The Works shall commence on [insert date] and be completed by [insert date] 2026.

PAYMENT: The Principal must make payment to the Contractor as follows:

APPROVALS: The Contractor is responsible for obtaining all required permits such as the EPC, MWTI demolition permits and approvals for the services (if any) and works to be carried out under this Agreement. The Contractor will also be responsible for the payment of all fees associated with the obtaining of such permits and approvals.

THE PRINCIPAL'S LIAISON OFFICER: The Principal's Project Manager for the Works is **[INSERT NAME]**.

POSSESSION OF THE SITE: The Principal shall give the Contractor possession of the Site on the Commencement Date or otherwise on a day directed by the Project Manager ("the Possession Date").

The Contractor shall have access only to the Site at such times as are reasonably necessary for the purpose of carrying out the Works and to such other parts as the Principal may from time to time authorize.

SAFETY: Before carrying out the Works, the Contractor shall ascertain the location of potentially dangerous facilities at and adjacent to the Site such as live cables (underground cables shall not be disturbed) assisted by the Project Manager. Any advice given by the Project Manager shall not detract from the Contractor's responsibility to avoid such hazards and damaging such facilities in his execution of the Works.

The Contractor further agrees to ensure that it conducts all its activities (which shall include outfitting of personnel with all necessary and correct safety clothing, aids and accessories) on the Site in a proper and safe manner including the disposal of all materials and in accordance with all relevant occupational health and safety legislation applicable to the Site and for the

purpose of such legislation the Contractor shall be deemed to be in control of the Site for the duration of the Contract.

The Contractor shall pay special attention to those parts of the Works where there may be a risk of explosion, fire or acid burning. Before any demolition work is undertaken and during the course of demolition all necessary steps must be taken to prevent danger from fire and/or explosion through leakage or accumulation of gas or vapor.

INSURANCES: The Contractor shall have all required insurances and licenses for undertaking of the works. Copies of all insurances and licences shall be presented to the Ministry prior to the commencement of the works.

INDEMNITY: The Contractor shall at all times indemnify, hold harmless and defend the Principal, its officers, employees and agents (“those indemnified”) 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 wilful, unlawful or negligent act or omission of the Contractor, its employees, agents of sub-contractors in connection with the Agreement.

ACKNOWLEDGEMENT: The Contractor by signing this Contract Agreement acknowledges and accepts all the above terms and conditions of this Agreement. Any approval by the Principal does not relieve the Contractor from any of his duties and responsibilities.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written:-

SIGNED by the **HONOURABLE**)
MINISTER FOR THE MINISTRY)
OF EDUCATION AND CULTURE,)
AIONO DR. ALEC EKEROMA)
for and on behalf of the)
Government of the Independent State of)
Samoa)

in the presence of:)

.....
(Name)

.....
(Occupation)

.....
(Address)

AFFIXED hereto is the **COMMON SEAL**)
of[**INSERT NAME OF THE**)
CONTRACTOR] validly affixed in)
accordance with its Articles and)
Memorandum of Association)

.....
Director

.....
Director/Secretary

ANNEXURE A - TECHNICAL SPECIFICATIONS

Phase 1 and/or Phase 2

ANNEXURE B - SCOPE OF WORKS

[Phase 1 and/or Phase 2]

ANNEXURE C – SUPPORTING DOCUMENTS

- 1) LETTER OF APPROVAL**
- 2) LETTER OF ACCEPTANCE**

SECTION VII – CONTRACT DATA FOR DEMOLITION WORKS

- A.** The order of priority of the documents forming part of this Contract is as follows:
- Form of Agreement
 - Contract Data
 - Instruction to Bidders
 - Invitation for Bids
 - Conditions of Bidding
 - Offer to Bid
 - Technical Specification
 - Scope of Works
- B.** The Superintendent reserves the right to issue instructions in respect of any actual or alleged discrepancy between the documents.
- C.** The right of either party is reserved to refer a matter to arbitration, if it cannot be settled amicably between the parties. Where the matter is referred to arbitration the *Samoa Arbitration Act 1976* will apply.
- D.** The following describes specific Contract information and requirements:
- (i) The Principal is: Ministry of Education and Culture
 - (ii) The Contractor is: [INSERT]
 - (iii) The Superintendent is: [INSERT]
- E.** The Contract Price is **[INSERT AMOUNT]** inclusive of VAGST.
- F.** The Intended Completion Date for the whole of the Works is [INSERT NUMBER OF DAYS] from the Site Possession Date.
- G.** The Start Date for the Commencement of the Works is the Site Possession Date. The Site Possession Date is: _____ 2026.
- H.** The Site is located at: Tafaigata
- I.** The following Insurance cover is to be provided and maintained by the Contractor in the joint names of the Principal and the Contractor:
- a. The minimum insurance cover is:
 - (i) Public Liability ST\$500,000
 - (ii) Workmen’s compensation/ Employer’s
 - (iii) Liability ST\$250,000
 - (iv) Automobile – Third Party Personal ST\$200,000
 - (v) Automobile – Third Party Property ST\$200,000
 - (vi) Contractor’s All Risks Insurance ST\$500,000

- J.** The law which applies to the Contract is the law of Independent State of Samoa.
- K.** The currency of the Contract is the Samoan Tala (SAT\$).
- L.** Place where arbitration will take place: Samoa.
- M.** The liquidated damages for the whole of the Works shall be 10% of the contract price. For each day the completion of the Works is delayed, 0.0125% of the Contract price shall be paid to the Principal per day.
- N.** The percentage of the value of the Works not completed representing the Principal's additional cost for completing the Works is 125 percent (125%).
- O.** Where the Contractor fails to fulfil any of his obligations or requirements provided under this Contract. The Principal may upon giving notice of five working days terminate the Contract.
- P.** This Agreement can only be varied by written agreement of both parties.
- Q.** Any notice given under this contract should be done in writing and addressed to the receiving party.