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File Ref:

GOVERNMENT OF SAMOA
MINISTRY OF WORKS, TRANSPORT & INFRASTRUCTURE

**ALAOA MULTIPURPOSE DAM PROJECT (Grants 0947/0948-SAM)
PACKAGE WORKS-01a: CONSTRUCTION OF MULTIPURPOSE DAM
AND SMALL HYDRO POWER PLANT
RESPONSES TO REQUESTS FOR CLARIFICATION ON THE
PREQUALIFICATION DOCUMENT**

Date	14 October 2026
Project	Alaoa Multipurpose Dam Project
Contract	Works-01a – Construction of Multipurpose Dam and Small Hydro Power Plant

Pursuant to Section 1 – Instructions to Applicants (ITA), Clause 7.1 of the Prequalification Document for Works-01a – Construction of Multipurpose Dam and Small Hydro Power Plant, the Employer provides below its responses to requests for clarification received from prospective Applicants. In accordance with ITA 7.1, the requests are reproduced without identifying their source and the Employer's responses are communicated to all prospective Applicants who have obtained the Prequalification Document.

These responses do not amend the Prequalification Document. Where any amendment is required, it will be issued separately by the Employer through an Addendum in accordance with ITA 8.

References to the draft Particular Conditions and the indicative Merit Point Criteria relate to Section 7 (Request for Feedback), which is provided for information and feedback only. The final provisions will be those stated in the Bidding Document.

Fui Tupa'i Mau Simanu
Chief Executive Officer

No.	Document Reference & Subject	Query	Response
1	Part III Section 7 – Contract Data (Sub-Clauses 14.2 & 14.6.2) & Special Provisions 14.2.1 Topic: Advance Payment & Minimum IPC Amount	Given the high initial mobilization costs for heavy equipment (RCC batching plant, crushing plant, etc.) in an island environment, could the Employer confirm if the 10% Advance Payment can be disbursed in milestones, or if early payment mechanisms exist prior to reaching the minimum Interim Payment Certificate (IPC) threshold of USD 1,000,000?	Under the draft Contract Data, the advance payment is 10% of the Accepted Contract Amount (Sub-Clause 14.2), payable within 45 days (Sub-Clause 14.7(a)) after the Employer has received the Performance Security and the Advance Payment Guarantee. The advance payment is certified under an Advance Payment Certificate (Sub-Clause 14.2.2), not an Interim Payment Certificate. It is therefore not subject to the Minimum Amount of Interim Payment Certificates (USD 1,000,000) under Sub-Clause 14.6.2. Applicants are invited to comment on mobilisation cash-flow in Submission 2 (Section 7 – Request for Feedback). The final provisions will be set out in the Bidding Document.
2	Part III Section 7 – Special Provisions Sub-Clause 14.1 / PAM Section IV Financial Plan Topic: Import Tax & Duty Exemption Procedure	Regarding the Government of Samoa's tax and duty exemption contribution (USD 11.14M), could you clarify whether a direct Tax/Duty Exemption Certificate will be issued prior to customs clearance at Apia Port for imported plant, permanent materials, and subcontractor equipment, or if a pay-and-reimburse procedure applies?	In accordance with the Project financing arrangements, the Government of Samoa will bear taxes and duties under the Project; ADB and Ireland Trust Fund grant proceeds will not finance taxes and duties. The amount shown in the Project Administration Manual (PAM) is a cost-estimate allocation and is not a contractual amount or limit available to the Contractor. Applicants are invited to comment on specific draft contractual provisions in Submission 2. The final provisions will be set out in the Bidding Document
3	Part III Section 7 – Special Provisions Sub-Clause 13.6 & Contract Data (Sub-Clause 13.7 Data Table) Topic: Price Adjustment & Indexing (FIDIC Sub-Clause 13.7)	While Special Provisions Sub-Clause 13.6 explicitly references Sub-Clause 13.7 (Adjustments for Changes in Cost), the Contract Data table currently leaves 13.7 indices blank. Considering the 3-year construction duration and supply chain volatility, will Sub-Clause 13.7 (Price Adjustment) and specific international price indices (fuel, cement, fly ash, freight) be fully incorporated into the RFP stage?	The Employer intends that Sub-Clause 13.7 [Adjustments for Changes in Cost] will apply. In that case, the Bidding Document (to be released to the shortlisted Bidders) will include the Table of Adjustment Data, setting out the adjustable cost elements, coefficients and weightings, index sources and base dates. Applicants are invited to propose suitable indices in Submission 2, for example for fuel, cement, fly ash, reinforcing steel and freight.
4	Part II Section 6 Project Information / PAM Appendix 6 Procurement Plan (Works-02) Topic: Geotechnical Investigation Data (GBR)	For the detailed design of dam foundation treatment and curtain grouting, will the raw data and final Geotechnical Baseline Report (GBR) from the ongoing site investigation (Works-02) be made fully available to shortlisted bidders upon issuance of the RFP?	The Employer intends to make available to prequalified Bidders, with the Bidding Document, the factual data and reports from the Employer-led geotechnical site investigations, including borehole logs, in-situ and laboratory test results and associated factual reports. This information will be provided under GCC Sub-Clause 2.5 [Site Data and Items of Reference], subject to Sub-Clause 4.12 [Unforeseeable Physical Conditions]. As stated in Section 6, the Contractor will be responsible for verifying this information and for any supplementary investigations reasonably required to complete and substantiate the detailed design. Whether a Geotechnical Baseline Report will form part of the Contract, and its contractual status, will be confirmed in the Bidding Document.

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5	Public EIA Report: Section 7.3.8 (Borrow Pits & Quarries) & Section 1.2 (Impoundment Quarry) Topic: Impoundment Area Aggregate Extraction & Permits	The public EIA report recommends extracting aggregates within the upstream reservoir impoundment area. Will the Employer/PMU secure the overall Development Consent and PUMA permits for quarrying within the impoundment area prior to contract award, or will the Contractor be required to obtain individual permits under its CESMP?	Section 6 of the PQD states that quarry development and operation are subject to the final approved material-supply strategy. The Employer is responsible for the Project-level Development Consent. The Employer's Requirements will identify the approved material-source areas, the conditions attached to them, and the allocation of responsibility for any further permits, licences or approvals. In all cases, the Contractor will be required to prepare site-specific plans for extraction activities as part of its CESMP, for review by MWTI and clearance by ADB before works commence. Contractor shall review and approve themselves quality of aggregate from Client Geotech test reports and that there is adequate quantity.
6	Public EIA Report: Section 4 (Hydrology & Flood Assessment) & Section 7.3 (Physical Environment) Topic: River Diversion Design Return Period & Flood Risk	Is there a mandatory minimum Design Return Period (AR) required for the temporary river diversion cofferdams and bypass structures during RCC placement, and how will force majeure flood events exceeding the design capacity be compensated under the Contract?	The Employer's Requirements will specify minimum design criteria for the river diversion and temporary works, together with the hydrological data on which they are based. The Contractor may adopt a higher standard as part of its design. Two new water river intakes upstream of construction site and quarry will be made permanent. Risk allocation will follow the General Conditions (FIDIC Yellow Book 2017) as amended by the Particular Conditions. The relevant provisions are: • Sub-Clause 8.5(c), for extension of time for Unforeseeable exceptionally adverse climatic conditions; • Sub-Clause 17.2(d), for loss or damage caused by forces of nature that are Unforeseeable or against which an experienced contractor could not reasonably have been expected to take adequate preventive precautions; and • Clause 18 [Exceptional Events], which in the 2017 edition replaces "force majeure" and includes natural catastrophes such as cyclones. Any entitlement is subject to the claims procedure in Sub-Clause 20.2.
7	Part I Section 1 (ITA 25.4), Section 2 (ADS ITA 25.4) & Section 4 (Forms ELL-1, ELL-2) Topic: Affiliate & Joint Venture (JV) Qualification	Under ITA 25.4, affiliates' experience and financial capacity are permitted upon submitting an Affiliate Guarantee. Can a JV member also rely on its parent/affiliate entity's credentials, and is there a minimum equity share required for the Lead Partner of a JV to claim 100% scoring on rated attributes?	ADS ITA 25.4 permits reliance on the qualifications of the Applicant's subsidiaries, parent entities or affiliates for the financial criteria and the specified experience criteria, provided that each such entity meets the Eligibility criteria and signs the Affiliate Company Guarantee (Section 4). For a Joint Venture Applicant, each JV member may rely on its own subsidiaries, parent entities or affiliates on the same basis, with a separate Affiliate Company Guarantee from each such entity. The PQD does not prescribe a minimum equity share for the lead partner to obtain full scores. For the scored Relevant Experience attributes (clauses 3.2 to 3.7), the experience of all JV members is considered on a combined basis, except where a sub-criterion states otherwise (for example, clause 3.4 uses the highest value achieved by any single member). For the pass/fail Average Annual Turnover criterion (clause 2.7), each partner must meet

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			25%, and one partner must meet 40%, of the requirement. Bidding-stage requirements for JV agreements, including joint and several liability and designation of the lead partner, will be set out in the Bidding Document.
8	Part I Section 1 (ITA 25.6 & 27.1), Section 2 (ADS ITA 25.6) & Section 3 QLC Topic: Shortlist Limit of 3 & Bidding-Stage Evaluation	ITA 25.6 limits shortlisting to a maximum of top 3 ranked eligible Applicants. In the event of a tie score for 3rd rank, how will the shortlist be decided? Furthermore, will the minimum technical score threshold (e.g., 75/100) and QCBS weighting ratio (e.g., 80:20) be strictly applied during RFP stage?	Tie for third rank: This matter will be considered by the Client and if needed an addendum to clarify the method to be applied in case of a tie in the scores. Design-build bidding-stage evaluation. Works-01a will be procured through competitive bidding to shortlisted firms using a single-stage two-envelope procedure, with merit point evaluation of Technical Bids; it is not a QCBS selection. The indicative Merit Point Criteria in Section 7 propose a minimum total technical score of 75 out of 100 and a technical to financial weighting of 60:40. The final minimum technical score, any sub-thresholds and the weightings will be confirmed in the Bidding Document and applied as stated there.
9	Part III Section 7 – Indicative Merit Point Criteria & Special Provisions Sub-Clauses 1.1.93 & 6.1 Topic: 50% Local Labor Requirement & Skills Availability	The indicative Merit Point Criteria require bidders to commit to sourcing at least 50% of total project labor force (by person-days) locally. Given potential local shortages in specialized RCC, dam construction, how is 'qualified local labor' defined, and will flexibility or waiver mechanisms exist if local recruitment targets cannot be fully met?	"Local Labor" is defined in new Sub-Clause 1.1.93 of the draft Special Provisions as laborers, workers or employees (whether unskilled, semi-skilled or skilled) who are legally entitled to work under the laws of Samoa and are ordinarily resident there. The requirement is that at least 50% of the total project labour force, measured in person-days, is sourced within Samoa, except where ADB approves otherwise in writing. Specialist roles for which suitably qualified local personnel are not available may be filled by non-local personnel, provided the overall requirement is met. Bidders will be required to demonstrate in their Technical Bids how they will meet the requirement, including training and skills-transfer measures. Any exception requires ADB's written approval and is not an automatic waiver.
10	Public ESMR Report: Section 1.4 & Section 3 (PUMA DCA No. 396/25) / Public EIA Section 2.2 Topic: Development Consent & Pre-construction Conditions	Public ESMR reports state that PUMA Development Consent (DCA No. 396/25) has been granted. What are the specific pre-construction environmental conditions under this consent that must be fulfilled prior to site handover to the EPC Contractor?	The conditions of the Project Development Consent will be disclosed to Bidders with the Bidding Document. The Employer's Requirements will identify which conditions are to be fulfilled by the Employer before access to the Site is given, and which are to be complied with by the Contractor. The Contractor's obligations will be implemented through its CESMP and sub-plans, which require review by MWTI and clearance by ADB before any works, including site clearance, commence.
11	Part I Section 1 (ITA 24.2), Section 2 (ADS ITA 24.3), Section 4 Form SUB & Special Provisions 4.4, 6.21-6.28 Topic: Specialist Subcontractors & Labor Audits	Are Bidders restricted at the RFP stage to using only those Specialist Subcontractors prequalified during this PQ exercise? Additionally, what documentation is required from the main contractor to demonstrate subcontractor compliance during the Employer's first-month labor audits under ADB Core Labor Standards?	Yes. Under ITA 24.2, at the time of bidding the Bidder shall use only the Specialist Subcontractors prequalified in this exercise for the key activities for which they were relied on. Any change to a Specialist Subcontractor whose qualifications were considered in prequalification is subject to the Employer's prior written approval under ITA 30. Other Subcontractors may be proposed in accordance with the Bidding Document, subject to Sub-Clause 4.4 and the limits stated in the Contract Data. The PQD does not provide for a first-month labour audit. However, Special Provisions Sub-Clauses 6.21 to 6.28 (core labour standards) apply to Subcontractors, and under Sub-Clause 6.23 the Contractor must keep employment records for its own and its Subcontractors' personnel, summarised monthly. The specific documentation will be set

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			out in the Employer's Requirements and the Contractor's labour management plan, and is expected to include worker registers, age verification, terms of employment, wage and working-hours records, and grievance records.
12	Part I Section 1 (ITA 17.1 & ITA 29), Section 2 (ADS ITA 17.1) / Part II Section 6 Project Information Topic: Bidding Duration & Detailed Design Period	To ensure sufficient time for high-quality Design-Build proposals incorporating complex geotechnical and hydraulic modeling, will shortlisted bidders be guaranteed a minimum bid preparation period of at least 4 months (120 days) from the date of RFP issuance?	ITA 17.1 relates only to the deadline for submission of Prequalification Applications. The period for preparation of Bids will be stated in the Bidding Document. The Employer recognises the complexity of the Design-Build Technical Bid and will set a period that allows adequate time for its preparation, having regard to the site visit, pre-bid meeting and clarification process.