



REQUEST FOR QUOTATION

Clean and Repaint Interior and Exterior of Apia Fire Station

For the Samoa Fire & Emergency Services Authority

Quoting Conditions

RFQ No.	PC01/AFS/SFESA
Issue Date	29/05/2024
Closing Date	13/06/2024
Enquiries	SFESA – Project Coordinator



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INTRODUCTION

1. Apia Fire Station location

The Apia Fire Station is in Beach Road, Tauese on the eastern side of Samoa Commercial Bank within the Ministry of Police Compound. Apia Fire Station is Samoa Fire & Emergency Services Authority (SFESA) main office which coordinates and monitors the capacity of its four main divisions, Office of the Commissioner, Corporate Services, Fire Suppression, and Fire Prevention and Awareness. As part of regular maintenance, SFESA has secure funding from the maintenance budget to perform the services of cleaning and repainting of interior and exterior of Apia Fire Station.



Figure 1: Apia Fire Station

2. Overview

The proposed works for Fire Station form part of the Fire and Emergency Services building and maintenance plan. The intention of this work is to Clean and Repaint Apia Fire Station and minor repair services in preparation for the upcoming Commonwealth Heads of Government Meeting to promote the Authority's ability to meet the fire and emergency needs of the people of Samoa.

3. Budget

This Assignment is funded under SFESA's Maintenance Budget

4. Objective of Assignment

SFESA respectfully requests potential bidders to submit quotations for the repaint services of interior and exterior and minor repair services of Apia Fire Station. The successful bidder will consult availability of working space for repainting services for Apia Fire Station. In addition, the service provider will also repair or replace cutters or drains that leaks from the roof that poses effects on the new painted station and enclose vehicle bay glass windows for signage to be installed.

5. Scope of Works

The Scope of works details all work/services involved in the maintenance of Apia Fire Station (AFS). This maintenance work shall be a proprietary paint that is approved by the Samoa Fire & Emergency Services Authority. The complete project should be performed by an approved specialist using methods and materials in accordance with the best trade practice. The scope of works includes repainting of exterior of AFS, offices, kitchens, ablution blocks, bay area (emergency vehicle area).

- All surfaces will be cleaned and dried prior to application of any primer and paint.
- Removal of blister paint, rust flakes, and priming will be a priority issue for long lasting work that is expected
- Replacement of damaged cutters to prevent rain water leakages into bay area.
- Enclose vehicle bay front windows for signage to be installed



- Use of standard fire station colour using two weatherproof coats of exteriors and two finish coat for interiors
- Removal of waste daily to allow for tenants to use facility
- Coordinate with relevant divisions (mainly Maintenance Officer) for work hours prior to commencement of service and access to the Fire Station.
- Assets such as furniture and equipment to be removed or covered and protected from dust and paint
- Remove any movable items to allow painting behind and underneath. No excuse for not moving any item.
- Final cleaning and finishing touch.
- Compliance with Samoa's Occupational Health and Safety Polices in performing the work to ensure all is safe.

6. Timetable

An indicative timetable for this RFQ is provided below. This timetable may be amended by Project Coordinator from time to time.

Event / Activity	Proposed Date
Issue of Request for Quote	29/05/2024
Closing date for Quotes	13/06/2024
Review and selection of preferred consultant	14/06/2024
Notice of award	14/06/2024
Commencement of services	17/06/2024
Completion of services	26/07/2024

7. Condition of Quotation

This RFQ will be discussed with bidders at the site meeting at 10.00am on Thursday 6th June 2024 at Apia Fire Station.

Submissions must be returned by 12.00pm Thursday 13th June in hard copy to the SFESA Building Tender Box in Beach Road, Apia.

8. Condition of Engagement

It is proposed that the successful Contractor will be engaged in accordance with the General Conditions of Contract associated with the Government of Samoa documentation for Minor Works Contracts

The attached schedule, "Contract Information" provides the specific contract information relevant to this project.

9. Price

Unless otherwise specified, prices must:

- a) Be expressed in Samoan Tala and as exclusive of goods and services tax (GST) and any other taxes and duties, with the GST and other tax and duty components identified separately in the quotation.
- b) Remain unalterable for a period of 2 months.
- c) Not vary according to the mode of payment; and
- d) Consider the liability, indemnity and other relevant provisions regarding risk in the General Conditions of Contract.

The lump sum price is to be include all labour, materials and equipment, office costs, secretarial and clerical work, overheads, stationary, printing, photocopying, postage, and telephone costs unless specifically detailed.



ATTACHMENT A – DRAFT CONTRACT SPECIFIC INFORMATION

GENERAL CONDITIONS OF CONTRACT:

- 1 APPLICATION CONTEXT: These Conditions apply only for use within the Independent State of Samoa for contracts awarded through Minor Request for Quotation processes for Minor Works in accordance with Instructions 3.7 of Part K of the Treasury Instruction 2016 (as amended in 2020).
- 2 NAMES OF PARTIES: relative to the categories named in Part 1 above, the *Samoa Fire and Emergency Services Authority* is the Principal and "*To Be Determined*" is the Contractor.
- 3 CONTRACT DOCUMENTS: Subject to the order of precedence set forth 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 Agreement 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. these General Conditions of Contract ("GCC");
 - b. Special Conditions of Contract ("SCC");
 - c. Technical Specifications and Scope of Works (including a Map); and
 - d. Contractor's Quotation.
- 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 Claim for Payment which shall:
 - a. state the amount of the contract price received to date each head of costs;
 - b. Payment are in three tranches: First Payment 40%, Second 30% & Third 30%. Please find Triggers per % payment as follows:
 - 40% - Upon Awarding of Contract
 - 30% - 50% Completion of Painting
 - 30% - Completion of Works
 - c. the amount of the Claim for Payment including the Head of Cost under which it is claimed;
 - d. detail the Works performed and completed since the previous claim for Payments including the materials used; and
 - e. Report on the progress of the Works.

The Project Manager shall issue a Progress Payment Certificate once he/she is satisfied that the Claim for Payment is bona fide. The Principal must pay the amount in the Claims for Payment ten (10) days from when he/she is satisfied with the Claim for Payments.

The Principal shall retain up to percentage, set out in the SCC, of the total quoted price until the completion of the Defects Liability Period.
- 7 PROJECT MANAGER: The Project Manager or the Principal's delegate is responsible for liaising with the Contractor and general administration and supervision of the Works. 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: The Contractor shall inform the Principal of any pre-existing Contract Material for which intellectual property is not to vest in the Principal. This would arise typically in relation to Material owned by the Contractor, although it may also arise in relation to Material owned by a third party. The Contractor must grant or procure the grant to the Principal a licence to use such material.
- 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.

Any Deliverable, studies, reports, specification, drawing, plan or other material, prepared or submitted by the Contractor for the Principal under this Contract shall remain the property of the Principal. The Contractor may retain a copy of such Material. Any disclosure or use of the Contract Material for purposes outside of this Contract is subject to approval from the Principal.
- 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 Works 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 (SAT).
- 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 percent (150%) of the Contract Price, except that this shall not apply to costs of rectifying defective equipment, works 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 two (2) 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 two (2) days and if not remedied within that time, may terminate the Contract immediately.
Notwithstanding this, the Principal may terminate the Contract for convenience. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. If the Contract is terminated for the Principal's convenience or because of a fundamental breach of Contract, the Supervisor shall prepare a statement of amounts owing to the Contractor based on work done and reasonable costs of removing equipment from the Site as final payment.
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 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.
- 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 27 shall be settled in accordance with the provisions of the Arbitration Act 1976 of Samoa and best international practice.
- 29 INDEMNITY: The Contractor shall, at all times indemnify, hold harmless and defend the Principal, its officers, employees and agents from and against any loss or liability reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Contractor, its employees, agents or Subcontractors in connection with the Contract.
- 30 DEFECTS LIABILITY: At the Completion Date, the Employer or its representative shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractors responsibilities. If the Principal finds any latent or patent defects in the works carried out, the Principal shall then notify the Contractor and the contract shall remedy the said defects prior to the expiration of the defect period. The Principal shall give the said notice to the Contractor before the expiration period which is set out SCC.
- 31 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 at those premises or in regard to those facilities, as notified by the Principal or as might reasonably be inferred from the use to which the Premises or facilities are being put.
- 32 INSURANCE: The Contractor will be responsible for taking out any appropriate insurance coverage during the duration of the Contract.
- 33 ASSIGNMENT: The Contractor shall not assign this Contract or sub-contract any portion of it without the Principal's prior written consent.
- 34 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.
- 35 CLEANING UP: The Contractor shall, to the satisfaction of the Supervisor keep the Site tidy and clean during the execution of the works 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 3: SPECIAL CONDITIONS OF CONTRACT: MINOR WORKS

GCC	Details
Clause 5	Commencement date: 17 th June 2024 Completion Period: 6 weeks Completion Date: 26 th July 2024
Clause 6	The Contract Price shall be an amount not exceeding SAT\$ TBD (inclusive of VAGST and subject to Withholding Tax).
Clause 6	SAT\$ TBD (10%) of Retention <ul style="list-style-type: none"> • 40% - • 30% - • 30% -
Clause 7	Project Manager shall be: Tofilau Ropati Nicholas Tiatia Project Coordinator Email: ropati.tiatia@sfesa.ws Phone: (+685) 20404 Or Kostadino Noue Maintenance Officer Email: kostadino.asiata@sfesa.ws
Clause 12	For communications to the: <p>(a) Principal It must be delivered to the following address: Commissioner Samoa Fire & Emergency Services Authority Apia Fire Station, Tauese Apia Attention: Tofilau Ropati Nicholas Tiatia Project Coordinator</p> <p>(b) Contractor It must be delivered to the following address: insert address</p>
Clause 15	Conflicts of Interest; The Principal will not consider a bid(s) from Contractors/Bidders owned or co-owned by SFESA employees. In the event that close relatives of a principal member of staff participates in this RFQ, the member of staff shall declare interest and should not participate in the evaluation and contact management.
Clause 23	<p>(a) The Contractor stops the work for 14 days when no stoppage of the work is shown on the current Program.</p> <p>(b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.</p> <p>(c) The Contractor stops the work for four (4) days when no stoppage of the work is shown on the current Program;</p> <p>(d) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; and</p> <p>(e) The Contractor has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid i.e. zero point five percent (0.5%) of the contract price per day. The total amount must not exceed fifteen percent (15%) of the Contract Price).</p>
Clause 25	Rate per day: <i>zero point five percent (0.5%)</i> . Maximum amount: <i>fifteen percent (15%) of the Contract Price</i> .