

REQUEST FOR QUOTATIONS

FOR

**SITE-SPECIFIC SEISMIC HAZARD
ASSESSMENT**

FOR

**SAMOA: ALAOA MULTIPURPOSE DAM
PROJECT**

September 2024

REQUEST FOR QUOTATION - SERVICES (RFQS)

Project Title: Samoa : Alaoa Multipurpose Dam Project (52111-001)

Source of Funding : Asian Development Bank (ADB)

Contract Ref : MWTI/ADB -

Date of Issue of Request: 17/09/2024

To : _____

Sir/Madam:

1. The **Ministry of Works, Transport and Infrastructure**, Samoa (Client) hereby requests you to submit price quotation/(s) for the performance of the services described in the **Scope of Services for Site-Specific Seismic Hazard Assessment** attached as **Appendix A** in these documents. If you, however, have been associated with the preparation of this **Scope of Services** that is the subject of this request, you shall be disqualified. To assist you in the preparation of your price quotation we enclose, in addition to the **Scope of Services for Site-Specific Seismic Hazard Assessment**, the **Form of Quotation** and form of **Contract** are also attached.
2. If you/your firm, however, falls under any of the following conditions, your quotation/proposal shall 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 terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Client, 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 have experience as a Service Provider of the services covered by this Request for Quotation (RfQ). As evidence, you must attach a document of your experience as principal Service Provider, Joint Venture partner, or Subcontractor, in at least five (5) contracts on SSSHA studies that have been satisfactorily and substantially completed within the last 10 years and that follow a methodology similar to the proposed services, where the value of the Bidder's participation under each contract exceeds \$100,000. The similarity of the Bidder's participation shall be based on the specific methodology outlined in this scope of services (terms of reference). The Quotation should include description of each study undertaken and for which client (please use the TECH-1 form and attach evidence, such as contract copy, completion certificate, acceptance certificate or equivalent document). The Service Provider should present a Method Statement with Work Plan (please refer to TECH-2 from). Both experience in similar assignments (firm to meet minimum requirements) and quality of method statement with work plan (firm to comply with scope of services.) will be evaluated on a pass/fail basis.

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 all the items as described in the **Scope of Services for Site-Specific Seismic Hazard Assessment**, and submitted only in the attached **Form of Quotation**. The currency of quoted prices and payment shall be in **USD**.
- (b) You shall submit only one set of quotations for the above items. 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".
- (d) Your quotation(s) should be valid for a period of 60 days from the deadline for submission of the quotation/(s) 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 Service Providers for the project for two years.

Submission and Opening

The Service Providers are allowed to submit their quotes/proposals with options as follows;

- (e) For hard copies submission, your **Form of Quotation** with the required documents must signed, sealed in an envelope and delivered by Monday, 07 October 2024 at or before 11:00am Samoan time, to the address below;

Deadline: 28 oct 2024

The Secretary,
Tenders Board
Level 4, Central Bank Building
Apia, SAMOA

- (f) For electronic submission, interested service providers to register online and submit e-copies through the Government of Samoa e-Tendering Portal: https://www.tenderlink.com/mof_samoa on or before the deadline as mentioned above.
- (g) Quotations shall be opened by the Tenders Board Sub-Committee in the presence of representatives from the Implementing Agency and Service Providers' who choose to attend, on the date and address stated above (e).

Evaluation and Comparison

- (h) Quotations determined to be substantially responsive to this **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**.
- (i) In evaluating the quotations, the Client will 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 unit rate (where applicable) and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and

If you refuse to accept the correction/(s), your quotation will be rejected.

Award of Contract

- (j) The Client shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation.
- (k) The Service Provider whose quotation has been accepted will be notified by the Client within **60 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 Client.
- (l) The successful Service Provider shall sign the **Contract** governed by the annexed **Contract Terms and Conditions**. In addition to the quoted price, the contract price shall include Samoa's Value-Added Goods and Services Tax (VAGST) and subject to Withholding tax. At contract award, the above-described local VAGST will be added to the contract amount in separate lines, if applicable, also indicating which taxes shall be exempted and which are withheld and paid by the Client on behalf of the Service Provider.

5. Further information can be obtained from:

Name	: Tauilili Kalavini Maualaivao
	: Assistant CEO-Project Management Division
Address	: Ministry of Works, Transport and Infrastructure
	Level 4, Tuiatua Tupua Tamasese Efi Building
	Apia, Samoa
Telephone	: (685) 21611 ext. 131 or 133
E-mail	: kalavini.maualaivao@mwti.gov.ws or ruby.folau@mwti.gov.ws

- 6. The Client 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) Service Providers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a quotation/proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the Service Provider 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 client'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):¹

(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:²

(a) Nature of the offense/violation: _____

(b) Court/Area of jurisdiction: _____

(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____

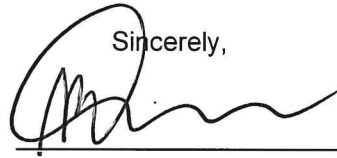
(d) Other relevant details:

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 client's country, international organizations, and other donor 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).

¹ Any such disclosure shall be forwarded by the Client to ADB.

² Any such disclosure shall be forwarded by the Client to ADB.

Sincerely,



Fui Tupai Mau Simanu
Chief Executive Officer
(Client)

FORM OF QUOTATION (Services)

_____ [date]

To: _____ [Client's Name]
_____ [Client's Address]

We offer to execute the _____ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the **Scope of Services for Site-Specific Seismic Hazard Assessment** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency]_____.

We propose to complete the performance of the services described in the **Contract** within the Completion Period indicated in the priced **Scope of Services for Site-Specific Seismic Hazard Assessment**.

This Quotation and your written 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 condition imposed by the **Request for Quotation** document.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; (c) are not owned by the Client; (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 Service Provider: _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Telephone Number : _____
Email address (optional) : _____

ACCEPTANCE

The Client accepts the Service Provider's offer to provide the service.

Name of Client : Ministry of Works, Transport and Infrastructure, Samoa

Authorized Signature : _____

Name of Signatory : Mr Fui Tupai Mau Simanu

Title of Signatory : Chief Executive Officer

Date : _____

PRICE SCHEDULE

Item no.	Item or Activity		Milestone payment*	Price
1	Inception Report	14 days	10%	
2	Seismic Source Model and presentation of PGA & UHS data/graphs; Tables and plots of the UHS for five (5) nominated return periods (i.e., 475, 1000, 2000, 5000 and 10000 years)	45 days	25%	
3	Full SHA data/graphs & draft report including seismic design parameters	45 days	25%	
4	Delivery of time histories and Draft Final Report. The Service Provider shall deliver a comprehensive report on the SHA of the Alaoa Multi-Purpose Dam, Samoa. The key information will be the response spectra from which peak ground acceleration can be derived. The draft report will be reviewed and commented on by MWTI, ADB and by ADB's IPOE specialist.	60 days	20%	
5	Acceptance of the Final Report by MWTI.	90 days	20%	
6	Total Price		100%	
	Value Added Goods and Services Tax (VAGST) in Samoa		15% of Total Price	

* % out of total contract price

TECH-1 Form (Experience)

Duration	Assignment name and brief description of main deliverables or outputs	Name of Client and Country of Assignment	Approximate Contract value (in \$ or €)/ Amount Paid to Your Firm	Role on the Assignment
<i>Example 1: January 2009– April 2010</i>	<i>SSSHA study for XYZ project</i>	<i>Ministry of, [insert country]</i>	<i>\$1 million/ \$0.8 million</i>	<i>Lead partner in a JV A&B&C</i>
<i>Example 2: January May 2008}</i>	<i>SSSHA study for YYY project</i>	<i>Municipality of....., [insert country]</i>	<i>\$0.5 million/\$0.5 million</i>	<i>Consultant, or contractor</i>

TECH-2 Form (Method Statement with Work Plan)

Method Statement. *Explain understanding of the objectives of the assignment as outlined in the scope of services, the technical approach, and the methodology that would be adopted for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Do not repeat the scope of services here.*

Work Plan. *Outline the plan for the implementation of the main activities or tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the method statement, showing your understanding of the scope of services and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.*

CONTRACT

Name of Country: Samoa

Project Name: Samoa: Alaoa Multipurpose Dam Project

Name of Contract: **Site-specific Seismic Hazard Assessment**

Contract Number: _____

This Contract is entered into on _____[date] day of _____[month], _____[year], between _____[name of Client] (hereinafter called "the Client") on the one part, and _____[name of Service Provider] (hereinafter called "the Service Provider") on the other part.

Whereas the Client has requested a quotation for _____[description of services] to be performed by the Service Provider in accordance with the **Contract**, and has accepted the Quotation by the Service Provider in the amount of _____[amount in words] _____[amount in figures] hereinafter called "the Contract Price".

The Client and the Service Provider 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 **Scope of Services for Site-Specific Seismic Hazard Assessment** in **Appendix A** and [*and Annexure I - Price Schedule*]; and
 - b) **Contract Terms and Conditions**;
2. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby enters into this Agreement with the Client to execute and complete the performance of services under the Contract.
3. The Client hereby agrees to pay, in consideration of the successful performance of the services, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the **Contract** under the laws of **Samoa** on the date indicated above.

Signature and seal of the Client:
For and on behalf of

Signature and seal of the Service Provider:
For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: Samoa: Alaoa Multipurpose Dam Project
Client: Ministry of Works, Transport and Infrastructure, Samoa
Contract No. _____

1. Definitions

- (a) "Contract" means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.
- (d) "Completion" means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- (e) "Client" means the entity purchasing the Services.
- (f) "Services" means the services the Service Provider will perform as specified in the Scope of Services **for Site-Specific Seismic Hazard Assessment** in Appendix A.
- (g) "Service Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.
- (h) "ADB" is the Asian Development Bank.

2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Client's country.

3. Language

All communications and documents related to the Contract shall be in English.

4. Assignment

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

5. Fraud and Corruption

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 Service Providers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Performance of the Services

The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time-to-time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect to the performance of the Services.

7. Required Performance Standards (with attachments as necessary to be prescribed by Client.)

- (a) General Description
- (b) Specific Standards
- (c) Performance Parameters

Service Provider confirms compliance with above standards and parameters.

8. Service Completion Schedule

The services should be completed as per schedule indicated in the **Scope of Services for Site-Specific Seismic Hazard Assessment** but not exceeding **3 months** from the date of signing of contract.

9. Fixed Contract Price

The prices indicated in the **Form of Quotation** are firm and fixed and not subject to any adjustment during contract performance, subject to Clause 11 [Payment] below.

10. Taxes and Duties

The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client.

11. Payment

Upon submission by Service Provider of claim and subsequent verification of the claim by Client, payment of the contract price shall be made in the following manner:

- (a) Submission of Inception Report - **10% within 14 days after commencement.**
- (b) Submission of Seismic Source Model and presentation of PGA & UHS data/graphs; Tables and plots of the UHS for five (5) nominated return periods (i.e., 475, 1000, 2000, 5000 and 10000 years) – **25% 45 days from commencement.**
- (c) Submission of Full SHA data/graphs & draft report including seismic design parameters – **25% 45 days from commencement.**
- (d) Submission of Final Delivery of time histories and Draft Final Report. The Service Provider shall deliver a comprehensive report on the SHA of the Alaoa Multi-Purpose Dam, Samoa. The key information will be the response spectra from which peak ground acceleration can be derived. The draft report will be reviewed and commented on by MWTI, ADB and by ADB's IPOE specialist. 20% upon certification by the Client of the completion of services – **20% 60 days from commencement.**
- (e) Acceptance of the Final Report by MWTI – **20% within 90 days of the contract.**

12. Resolution of Disputes

The Client and the Service Provider 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 an unresolved dispute, the dispute shall be settled in accordance with the provisions of the **arbitration law or rules of Samoa.**

13. Independent Service Provider

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between the Client and the Service

Provider, or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

14. Intellectual Property Rights

Intellectual Property Rights: (a) The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

15. Failure to Perform

The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

16. Termination Due to Integrity Violation

The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment of the Client has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

17. Other Grounds for Termination

The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

18. Force Majeure

The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- (a) For purposes of this Clause, "Force Majeure" means an events beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

19. Accounts and Records

- (a) The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.
- (b) Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the

Services and for a period no less than 3 years after the expiration or termination of this Contract.

- (c) The Service Provider shall permit ADB to inspect the accounts, records, and other documents relating to the submission of bids and contract performance of the Service Provider and to have them audited by auditors appointed by ADB.

20. Suspension of ADB Loan or Credit.

In the event that ADB suspends the Loan or Credit to the Client, from which part of the payments to the Service Provider are being made, the Client is obligated to notify the Service Provider, with copy to the Client's representative, of such suspension within 7 days of having received ADB's suspension notice.

21. Termination Notice Due to Non-payment

If the Service Provider has not received payments due within the 28 days as provided for in Clause 11 [Payment], the Service Provider may immediately issue a 14-day termination notice.