



## REQUEST FOR QUOTATION: MINOR WORKS

### STRR 02 / 24: Upgrade Works for Togitogiga Waterfall

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## **PART 1: Instructions to Bidders**

### **1. Scope**

- (a) The Principal is the Government of Samoa, represented by Samoa Tourism Authority.
- (b) The Engineer or Project Manager is the Principal's Supervising Technical Entity representative stated on the Request for Quotation.
- (c) This Request for Quotation applies to the provision of WORKS of a minor, simple nature.

### **2. Bidder Eligibility – the Bidder shall**

- (a) Be a bona fide small contractor known by the Principal to be suitably qualified, experienced and financially resourced.
  - i. provide an authenticated copy of its currently valid Business License.
  - ii. provide an authenticated copy of its current VAGST Certificate from the Ministry of Customs & Revenue (MCR), Samoa.
  - iii. provide a notarized power of attorney authorizing the signatory of the Quotation to represent the Bidder, sign the Quotation and accept a Letter of Award.
- (b) Notwithstanding that requirements i, ii & iii may be waived if previously submitted documents are valid for the specified Completion Period.
- (c) The Principal reserves all rights to reject any or all quotations submitted and re-advertise/retender the Works.

### **3. Bidder Qualification – the Bidder must provide**

- (a) A list of works of a similar nature & value satisfactorily completed within the last two years – these shall have an annual average value of **SAT\$ 25 000** or more.
- (b) Details of all works currently contracted or in progress
- (c) A bank statement in the name of the bidder for the immediately past three months.
- (d) References & contact details of past and present clients who can attest to good character & reliability.

### **4. Responding to the Request for Quotation**

- (a) The Bidder shall take care to comprehend applicable drawings, specifications & activity schedule work items to be provided by the Principal.
- (b) The bidder shall enter Work Item unit prices, extended prices and total price on the Request for Quotation form.
- (c) In submitting its quotation, the bidder must conform to the provisions for quotation validity, completion period, defects liability period, performance security, and retention. All proposed variations from stated conditions shall be justified in a covering letter.
- (d) The Bidder is responsible for providing a complete and correct quotation. An incomplete quotation may be grounds to rejected the quotation.

### **5. Quotation Price:**

- (a) All prices shall be quoted in Samoan Tala
- (b) Prices shall be fixed for the duration of the specified completion period.
- (c) Unless the works is exempted from VAGST pursuant to the VAGST Act 1992/1993, the total quoted price shall be inclusive of VAGST and any relevant tax.

### **6. Site Inspection**

- (a) A site inspection will be held on site on the 16<sup>th</sup> July at 11am

### **7. Bid Security/Bid Securing Declaration**

- (a) A Bid Securing Declaration Form must be signed and submitted.
- (b) The Bid shall be valid for the period identified in the Request for Quotation.
- (c) A Bidder who, without good cause, withdraws during the period of quotation validity, does not accept corrections of errors, fails to accept the Letter of Award if offered or fails to produce the Performance Security (if required) will be excluded from participating in Request for Quotation processes for one year.

### **8. Quotation Submission**

- (a) Bidders shall submit only one quotation.
- (b) Quotations shall be submitted to the Principal's/Employers address stated on the Request for Quotation, no later than the specified time & date and in pursuant to

section C.5.1 (a) or (b) of the Procurement Operating Manual 2020

- (c) Bidders **shall not** submit their quotation electronically.
- (d) Late quotation will not be considered and shall be returned to the Bidder unopened.

#### **9. Quotation Opening**

- (a) The opening of quotations will be undertaken by officers of the Principal & representatives of the concerned line Ministry;
- (b) The opening of the quotation shall be opened to interested members of the public to attend;
- (c) The results of the quotation evaluation shall be available on request, denoting only the successful Bidder.

#### **10. Quotation Evaluation & Contract Award**

- (a) Quotations shall be evaluated to establish substantial responsiveness to eligibility & qualification requirements, specified technical schedules and instructions to Bidders.
- (b) The bidder found to be substantially responsive after the evaluation shall be awarded the contract. That bidder then becomes the Contractor.
- (c) After arithmetical checking and correction, the quotation of the Bidder(s) found to be substantially responsive shall be evaluated for lowest price, which shall be the basis of award
- (d) Award notification shall be effected by the Principal issuing a Letter of Award (see Part 2) to the most substantially responsive bidder.
- (e) Once the Letter of Award is signed by both parties the:
  - i. Request for Quotation at Part 3; and
  - ii. the General and Special Conditions at Part 4; and
  - iii. Drawings, bill of quantities' & requirement provided by the Employer at Part 5.

Shall become the contract that governs the execution of the Works. The Principal shall be termed that 'Principal' and the most substantially responsive bidder shall be termed the 'Contractor'.

- (f) Notwithstanding the above, the Principal reserves the right to accept or reject any

quotations, or to cancel the quotation process at any time prior to award.

- (g) The unsuccessful Bidder may, within 10 days of the announcement of the award, request reasons why it/they were not successful, but cannot request reasons why other Bidders were not successful.

#### **11. Performance Security**

- (a) The Principal shall issue a Letter of Award which shall serve as notification of award of contract.
- (b) The Bidder shall provide a Performance Security within 7 days after the issuance of the Letter of Award, in the amount specified in the Request for Quotation.

#### **12. Insurance**

- (a) The successful Bidder shall bear all risks during the works and within the agreed completion period.
- (b) Accordingly the successful Bidder shall arrange appropriate insurance cover.

#### **13. Retention**

- (a) The Principal shall retain a percentage, stipulated in the Special Conditions of Contract (SCC), of the total quoted price until the completion of the Defects Liability Period.

#### **14. Inspection & Completion**

- (a) The successful Bidder shall ensure that all Works are completed within the agreed Completion Period, without exceeding the agreed Price and in accordance with applicable drawings & quality requirements.

#### **15. Payment**

The Principal shall make payment to the Bidder within 30 days of receipt of a monthly Payment Certificate approved by the Project Manager.

#### **16. Corrupt & Fraudulent Practices**

The Principal requires that Bidder observe the highest standards of ethics during the procurement and execution of Government of Samoa contracts, to the extent that corrupt, fraudulent, collusive and coercive practices and conflict of interest occurring in quotation, delivery & completion processes may result in disqualification,

termination of purchase order and penal sanctions.

2c		3c	
2d		3d	

**Eligibility/ Qualifications Compliance**

No.	Complies? tick	No.	Complies? tick
2a		3a	
2b		3b	

## PART 2: LETTER OF AWARD

Samoa Tourism Authority  
Ground Floor, FMFMII Building  
P.O. Box 2272 Apia, Samoa

TEL +685 63500  
FAX +685 20886  
EMAIL [info@samoa.travel](mailto:info@samoa.travel)  
WEB [www.samoa.travel](http://www.samoa.travel)  
[www.samoatourism.org](http://www.samoatourism.org)



INFORMATION CENTRE  
+685 63521  
[info@samoa.travel](mailto:info@samoa.travel)  
[www.facebook.com/samoaculturalvillage](https://www.facebook.com/samoaculturalvillage)

SAMOA TOURISM AUTHORITY  
[www.samoa.travel](http://www.samoa.travel)  
[www.facebook.com/SamoaTourismAuthority](https://www.facebook.com/SamoaTourismAuthority)  
[www.instagram.com/samoatourism](https://www.instagram.com/samoatourism)  
[www.twitter.com/samoatourism](https://www.twitter.com/samoatourism)  
[www.youtube.com/samoatourism](https://www.youtube.com/samoatourism)

**Insert date**

>insert the address of the Contractor<

### **LETTER OF AWARD: Upgrade Works for Togitogiga Waterfall** **RfQ: STRR 02/24**

1. The Government of Samoa (the 'Principal') issued the above request for quotation on >insert date< for the above works. The deadline for the request for quotation closed on >insert date<. Your company (the 'Contractor'), as >insert description of the contractor< submitted a quotation on >insert date<. The evaluation of the said took place on >insert date<.
2. We wish to inform that your quotation has been successful. We, as the Principal, for and on behalf of Government is desirous for you, the Contractor, to perform the Works and in accordance with the:
  - (a) The Request for Quotation, RfQ Ref No. STRR 02/24 (the 'RfQ') inclusive of Instructions to Contractors;
  - (b) General Conditions of Contract attached to the RfQ;
  - (c) Special Conditions of Contract attached to the RfQ;
  - (d) Drawings, bill of quantities & requirement provided by the Principal and attached to the RfQ.
3. The Principal, acting by and through the Chief Executive Officer of the Authority now signs this letter to confirm that it accepts RfQ by the Contractor. Please sign the space indicated as confirmation of your acceptance to carry out the work in accordance with documents canvassed in paragraph 2 of this letter.

**SIGNED AND EXECUTED** by the )  
**CHIEF EXECUTIVE OFFICER** )  
In the presence of: )

.....  
(Witness)

.....  
(Name & Designation)

**AFFIXED HERETO** is the **COMMON** )  
**SEAL** of **insert name of contractor** )

.....  
(Director)

In the presence of:

.....  
(Director/Secretary)

**PART 3: REQUEST FOR QUOTATION – MINOR WORKS**



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

**Employer Name** Samoa Tourism Authority  
**Employer Address** Ground Floor, FMFMII Building  
**Contact Details** +685 63505 / +685 63507  
 Email: [robert@samoa.travel](mailto:robert@samoa.travel)

**REQUEST FOR QUOTATION: Minor Works**

<b>RFQ NAME.</b>	Upgrade Works for Togitogiga Waterfall		<b>RFQ No.</b>	STRR 02/24
<b>TO</b>	<b>CONTRACTOR NAME</b>	<i>(enter Bidder name)</i>		
	<b>CONTACT PERSON</b>	<i>(enter name of coordinator/ liaison person)</i>	<b>TEL No:</b>	
	<b>OFFICE ADDRESS</b>	<i>(enter street/ road name and township name)</i>		

Please provide your quotation to above office for the following MINOR WORKS by **11am Monday 22nd July, 2024** at the following address: Tenders Board, Level 4, Central Bank Building

Quotation/Bid Validity	30days	RFQ APPROVAL	TY11B APPROVAL
Required Completion Period	30 days	<i>(initial)</i>	<i>(initial/ date)</i>
Required Completion Date	30 days from when contract is effective		
Defects Liability Period	12 months	<i>(enter approving office name)</i>	
Performance Security	10%	<i>(enter approving officer title)</i>	
Performance Security type	Bank Guarantee		<b>Date</b>
THE SUPERVISING TECHNICAL ENTITY IS :		TBC	
THE ENGINEER IS :		TBC	

No.	Work Item Description	Quantity	Unit	Unit Price	Extended Price	Days from the commencement Day
	ATTACH SHEET FOR ADDITIONAL ITEMS			TOTAL		

**PLEASE SUBMIT THE FOLLOWING TECHNICAL SCHEDULES MARKED X**  
*( put "X" for required attachments)*

WORK SCHEDULE/ BAR CHART	X	CASH FLOW		WORK PROGRAMME/ METHODOLOGY	X
PAYMENT SCHEDULE	X	EQUIPMENT SCHEDULE		KEY PERSONNEL	X
ORGANIZATION CHART		SUBCONTRACTORS		SUPPLIER LIST	
				MATERIAL SOURCES	

I certify that the Contractor complies with eligibility requirements of the Instructions to Bidders clauses 2a to 2d (overleaf); and that I am an authorized officer of the Contractor, authorized to sign on its behalf. If our offer is accepted, we undertake: (a) to carry out minor works in accordance with the General Conditions of Contract ('GCC'), the Special Conditions of Contract ('SCC') and terms of our offer above; and the drawings, bill of quantities & specifications provided by the Employer; (b) to provide the Performance Security in the prescribed form, amount & time; and (c) to abide by this quotation for the Validity Period stated above.

**Contractor's Authorized Officer**  
**Date: ..... / ..... / 202 ....**

## Bid-Securing Declaration

*The bidder shall fill in this Form in accordance with the instructions indicated.*

Date: *date (as day, month and year)*

RFQ No.: *(number of bidding process)*

To: *(complete name of procuring entity)*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the procuring entity for the period of time of *number of months or years* starting on *date*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have materially modified or withdrawn our bid during the period of bid validity specified in the Request for Quotation Form; or
- (b) do not accept a correction of errors;
- (c) having been notified of the acceptance of our bid by the procuring entity during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand if the Bid Securing Declaration becomes forfeit we will be disqualified from participating in any Government procurement for one year regardless of the source of funding. We understand this Bid Securing Declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us advising the execution of the contract with the successful bidder; or (ii) twenty-eight (28) days after the expiration of our bid.

Signed: *signature of person whose name and capacity are shown in the capacity of legal capacity of person signing the Bid Securing Declaration*

Name: *complete name of person signing the Bid Securing Declaration*

Duly authorized to sign the bid for and on behalf of: *complete name of bidder*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ date of signing  
Corporate Seal (where appropriate)

**Note:** *In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid*

## **PART 4:**

### **GENERAL CONDITIONS OF CONTRACT: MINOR WORKS**

- 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 section C.2.2.6 of the Procurement Operating Manual 2020.
  - 2 **NAMES OF PARTIES:** relative to the categories name in #1 above, the Principal will also be named the Employer.
  - 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 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. the Request for Quotation, RfQ Ref No STRR 03/23 (the 'RfQ') inclusive of Instructions to Contractors;
    - b. these General Conditions of Contract;
    - c. Special Conditions of Contract;
    - d. Drawings, bill of quantities & requirement provided by the Principal.
    - e. Minutes of Contract Negotiations
  - 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 Claims for Payment which shall:
    - a. state the amount of the contract price received to date each head of costs;
    - b. the amount of the Claim for Payment including the Head of Cost under which it is claimed;
    - c. detail the Works performed and completed since the previous claim for Payments including the materials used;
    - d. 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 14 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 shall be Engineer of the Principal's delegate and 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:** Both parties shall observe requirements of the Samoa Copyright Act 1998 and international conventions concerning material produced by third parties.
  - 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 Employer, without encumbrances of ownership by other parties. The Employer 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.

- 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.
- 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 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 thirty (30) 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 fourteen (14) days and if not remedied within that time, may terminate the Contract immediately.

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 its Performance Security forfeiture, 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 willful, 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 in the RfQ.

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 a 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 Service Provider shall, to the satisfaction of the Purchaser's representative keep the Site and Services and/or Works tidy and clean during the execution of the Service and at its completion. The ownership of any leftover or surplus material at the Completion of the Works/Services shall remain vested in the Principal.

## SPECIAL CONDITIONS OF CONTRACT: MINOR WORKS

### SPECIAL CONDITIONS OF CONTRACT: MINOR WORKS

GCC	Details
Clause 5	Commencement date: <b>insert date</b> Completion Period: 30 days Completion Date: 30 days from Contract effective date
Clause 6	The Contract Price shall be an amount not exceeding <b>insert amount</b> (incl. all taxes and subject to withholding tax)
Clause 6	% of the Retention: 10%
Clause 7	Project Manager shall be: TBC
Clause 12	For communications to the: (a) Principal It must be delivered to the following address: Samoa Tourism Authority, Ground Floor, FMF II Building (b) Contractor <b>insert address</b>
Clause 23	(a) The Contractor stops the work for 14 days when no stoppage of the work is shown on the current Program. (b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (c) The Contractor does not maintain a Security, which is required;

	(d) 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. 0.5% of the contract price per day. The total amount must not exceed 15% of the Contract Price)
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Clause 25	Rate per day: 0.5% Maximum amount: 15% of the Contract Price
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## **PART 5: SCOPE OF WORKS, BILL OF QUANTITIES & REQUIREMENT**

**PLEASE OBTAIN FROM PROCURING ENTITY**