



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

ELECTRIC POWER CORPORATION

STANDARD BID DOCUMENT

PROJECT No: SAM-EPC 24/2017

PROJECT NAME:

**“REPLACEMENT OF 2MW GENERATOR OF NO 1 MACHINE IN TAELEFAGA HYDRO
STATION”**

INVITATION FOR BID

The Electric Power Corporation (EPC) invites single stage sealed envelope bids to replace the generator of Unit No 1 in Taelefaga Hydro Power Station with a new synchronous 2MW/2.5MVA generator.

Name of Project: **Replacement of 2MW Generator of No 1 Machine in Taelefaga hydro station**

Contract Identification Number: **SAM-EPC- 24/2017**

Date of Issue of Invitation: **6th June 2017**

Pre bid conference: **19th June 2017**

Venue for Pre bid conference: **EPC Main Office, Tuiatua Tupua Tamasese Efi Building, Level 5.**

Closing date and time: **10.00 am Monday, 10th July 2017**

Opening date and time of Bids **11.00 am Monday, 10th July 2017**

To obtain bid document or any further information on this bid, bidders shall contact the Project Manager of EPC's Project Management Unit by email, perelini48@gmail.com. Bid document will be emailed to bidders at no cost.

EPC reserves the right to reject one or all of bids.

Cost to prepare bids by bidders is responsibility of bidders.

Sincerely:



Tologatā L G T Tile Lei'a Tuimalealiifano
General Manager

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Section I. Instructions to Bidders (“ITB”)

A - GENERAL

1. Scope of Bid

- 1.1 The **Employer**,¹ as named in the Agreement form, invites bids for the manufacture, supply, installation, and commissioning of a new 2MW/2.5MVA synchronous generator to replace the old generator in Unit No 1 at Taelefaga Hydro power station as summarized in the Bid Data Sheet (BDS). The name and identification number of the **Contract** is provided in the **BDS**.
- 1.2 The successful bidder shall complete the **supply and installation of new 2MW/2.5MVA synchronous generator to replace the old generator on Unit No 1** in Taelefaga within the **Time for Completion** stated in the Special Conditions section of the Bid Documents. The **Time for Completion** shall be calculated from the **Contract Effective or Commencement Date**.
- 1.3 Throughout these Bidding Documents, the term “writing” means any hand-written, type-written, or printed communication, including, email and facsimile transmission.
- 1.4 Throughout these Bidding Documents “day” means calendar day.
- 1.5 Singular also means plural. The words “Procuring Entity” are synonymous to the words “The Employer”. The word “bids” is synonymous to “tender” and the words “bidding documents” are synonymous to “Bid documents”.
- 1.6 Bidders shall inform themselves fully of all the circumstances and conditions relating to submitting its Bid and shall satisfy themselves as to the correctness and sufficiency of this Request for Bids and their Bid.

2. Source of Funds

- 2.1 The **Employer** intends to apply a portion of the budget of the Electric Power Corporation for the supply of Goods and Services under this contract for which this Bidding Document is issued

3. Fraud and Corruption

- 3.1 The Employer shall require that the Bidders (vendors and their personnel- suppliers, contractors, consultants and their agents, whether declared or not, subcontractors, sub-consultants and service providers) under Government financed contracts, observe

¹ Words appearing in bold in the text of these ITB sub-clauses are defined in clause 1 of the General Conditions

the highest standard of ethics and do not influence or take the undue advantage during the procurement and execution of such contracts pursuant to GCC 12.1.1 of these Bid Documents and the following where it becomes necessary:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, designed to establish bid prices at artificial, non competitive levels; and
- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

3.2 The Employer shall:

- (a) reject a proposal for award of Contract if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (b) cancel the portion of the funding allocated to a contract if it determines at any time that representatives of the Employer or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or execution of that contract, without the Employer having taken a timely and appropriate action satisfactory to Government to remedy the situation; and
- (c) sanction a firm or individual, at any time, in accordance with prevailing Government’s sanctions procedures, including publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time:
 - (i) to be awarded a Government-financed contract; and
 - (ii) to be nominated sub contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Government financed contract.

3.3 Where necessary and in exceptional circumstances, Bidders shall permit the Government to inspect any accounts and records and

other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Government.

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, or government-owned entity or a joint venture under an existing agreement. Unless otherwise **stated in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract.
- 4.2 A Bidder, and all parties constituting the Bidder shall have the nationality of an eligible country in accordance with Section VI-Eligible Countries. Accordingly:
 - (a) a Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services; and
 - (b) any Bidder of an eligible nationality foreign to the Independent State of Samoa shall not be excluded from participation and qualification in the Bidding process, unless the Bid process is designated as “limited tendering procedures” (for those selected bidders invited by the Employer to submit offers) or “direct selection tendering procedures” (for those invited individually tenderers only) rather than “open tender”.
- 4.3 Bidders shall also meet the following specific criteria’s:
 - (a) average annual turnover for supply of goods and services or construction works in the last three years equal or greater than the amount specified in clause A of the **BDS**;
 - (b) experience of works of a nature and complexity similar to the **Works** of no less than the number of projects specified in clause A of the **BDS**, in the last five (5) years;
 - (c) availability of the essential equipment listed in the clause A of the **BDS** or alternative equipment proposed by the bidder and proposals for its timely acquisition (own, lease, hire, rental, loan, etc.);
 - (d) suitably key site management and technical personnel to fill the positions, qualifications and experience requirements specified in clause A of the **BDS**;
 - (e) a sound financial position for the past three years as confirmed by audited balance sheets or other financial

statements acceptable to the **Employer**; and

- (f) liquid assets and/or credit facilities (net of other contractual commitments and exclusive of any advance payments which may be made under the **Contract**), for not less than the amount specified in clause A of the **BDS**. The Employer has the authority to seek references from the bidder's bankers.
- (g) A consistent history of litigation or arbitration awards against the bidder or any partner of a joint venture may result in disqualification.

4.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in the tendering process if:

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from that common partner; or
- (c) The bidders are related with another bidder or the employer, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding the bidding process; or
- (d) Participation by a Bidder in more than one Bid will result in the disqualification of all Bidders in which the party is involved. However, this does not limit the inclusion of the same sub selected bidder in more than one tender; or
- (e) a Bidder or any of its affiliates participated as a consultant in the preparation of the technical specifications of the contract that is the subject of the Bid; or
- (f) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as the Engineer for the Contract.

4.5 A Bidder that has been sanctioned by Government in accordance with the above ITB 3.2(c) shall be ineligible to be awarded a Government funded contract, during such period of time as the Government shall determine.

4.6 Government-owned enterprises of foreign governments and public

bodies within Samoa shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.

- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request.
- 4.8 Where a pre-qualification of the Bidders process has been conducted prior to the tendering process, the tender process shall only be opened to pre-qualified Bidders.
- 4.9 Firms shall be excluded if:

- (a) as a matter of law or regulation, the Government prohibits commercial relations with that country, provided that the Government is satisfied that such exclusion does not preclude effective competition of the Works required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

5. Eligible Materials, Equipment and Services

- 5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employers' request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bid Document

6. Sections of Bidding Document

- 6.1 This Bid Document consist of:
- (a) Section I- Instruction to Bidders (ITB)
 - (b) Section II- Bid Data Sheet; (BD)
 - (c) Section III- General Conditions
 - (d) Section IV- Special Conditions;
 - (e) Section V-Bid Forms;
 - (f) Section VI- Eligible countries ;
 - (g) Appendix A- Technical Specification and Other Requirements; and
 - (h) Additional document as specified in the **BDS**.
 - (i) Additional information to be submitted by bidders as specified in the BDS.

and should be read in conjunction with any Addendum issued in accordance with ITB 8.

- 6.2 The Employer is not responsible for the completeness of the Bid Documents and their Addenda if they were not obtained directly from the source stated by the Employer in the ITB.
- 6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid document. Failure to furnish all information or documentation required by the Bid Documents may result in the rejection of the tender.

7. Clarification of Bid document, Site Visit, Pre-Bid Meeting

- 7.1 A prospective Bidder requiring any clarification of the Bid document shall contact the Employer in writing at the Employers' address **indicated in clause B of the BDS** or raise his/her inquiries during the pre-Bid meeting if provided for in the BDS of these Bid Documents. The Employer shall respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period **given in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bid document, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bid Documents as a result of a request for clarification, it shall do so following the procedure under ITB 8.
- 7.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bidder and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own

expense.

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection
- 7.4 The Bidder's designated representative is invited to attend a pre-bid conference, **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing addressed and to be received by the Employer not later than seven (7) working days before closing of bid.
- 7.6 Minutes of the pre-bid conference includes the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bid Documents. Any modification to the Bid Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting.

8. Amendment Of Bid Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing an Addendum.
- 8.2 Any Addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Document.
- 8.3 Any other additional questions after the pre-bid conference must be submitted to EPC in writing prior seven (7) working days before closing of bid. EPC will issue addendum to bidders with answers to these questions. Bidders must acknowledge in writing receiving all the addendums.
- 8.4 To give prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer may extend as necessary the deadline for submission of bids.

B. Preparation of Bids

- 9. Cost of Bidding** 9.1 Bids shall remain valid for the period stipulated in the **BDS** after the date of bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the **Employer** as non-responsive.
- 10. Language of Bid** 10.1 The Bidder as well as all correspondence and documents relating to the same, shall be written in the language **specified in the clause 1.1.20 of the GCC** Supporting documents and other printed materials that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages of the Bidder in the language **specified in the GCC**, in which case and for the purposes of interpreting the Bid, the translated version shall take precedent.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise of the following:
- (a) The Letter of Bid signed by authorized person;
 - (b) The Completed Forms as stipulated in Bid Form;
 - (c) Bid Security;
 - (d) Signed power of attorney authorizing the signatory of the Bidder to commit to the Bid;
 - (e) Technical Proposal in accordance with Appendix A;
 - (f) In the case of a Bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the works to be executed by the respective partners; and
 - (g) Any other document required in the BDS
- 12. Letter of Bid and Schedules** The Letter of Bid and all documents listed under ITB 11 shall be prepared using the relevant forms in Section V, if so provided. The forms must be completed without any alterations to the text and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids** 13.1 Unless otherwise **indicated in the BDS**, alternative bids shall NOT be considered.
- 13.4 When alternative times for completion are explicitly invited, a

statement to that effect will be **included in the BDS**, as will the method for the estimated different times for completion.

13.5 When **specified in the BDS** pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bid Documents particular to transformer must first cost the Employers design as described in the Bid Documents before providing all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, a breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bid conforming to the basic technical requirements shall be considered by the Employer.

13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS**.

14. Bid Price And Discounts

14.1 The Contract shall be for the whole **Works**, summarized in the **BDS**, and based on the priced Bill of Quantities and priced Schedule of Activities submitted by the bidder. Lump sum price shall be broken down in spare parts supplied to complete the Works and labor.

14.2 The **Contract** does not include a price adjustment clause and, rates and amounts quoted by the bidder shall be firm for the duration of the **Contract**.

14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.

15. Currencies Of Bid

15.1 Prices shall be quoted by the bidder in USD Dollars or other convertible currencies.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a Technical Proposal including a statement of the works and methods or works program, equipment, personnel and any other information as stipulated in **Section V-** Bid Forms in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.

**17. Documents
Establishing
the Qualifications of
the Bidder**

17.1 To establish its qualifications to perform the Contract in accordance with the Evaluation and Qualification Criteria the Bidder shall provide the information requested in the corresponding information sheets included in **Section V- Bid Forms**.

17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for a seven and a half percent (7 1/2%) margin of domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 32.

**18. Period of validity of
Bid**

18.1 Bidders shall remain valid for the period specified in the **BDS** after the Bid Submission date prescribed by the Employer. A Bidder valid for a shorter period shall be rejected by the Employer as non-responsive.

18.2 Prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bid. The request and response shall be made in writing. If a Bid Security is requested in Accordance with ITB 19, it shall also be extended for a corresponding period.

19. Bid Security

19.1 Unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its bid, either an original Bid Securing Declaration or a Bid Security as specified in the BDS. In the case of a Bid Security, the amount shall be specified in the BDS.

19.2 A Bid Security shall use the form included in Section V- Bid Forms.

19.3 The Bid Security shall be in the amount specified in the BDS and denominated in US dollars (USD\$) and shall be:

- (a) an unconditional guarantee, issued by a bank and surety;
- (b) an irrevocable letter of credit;
- (c) a cashier's or bank check; or
- (f) In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security form included in Bid Form or in another sustainability similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. Bid Security shall be signed and stamped by bank issuing it.
- (g) The Bid Security shall be valid for twenty eight days (28) beyond the 120 days validity period of bid, or beyond any period of extension if requested by Employer.

19.4 Any Bid not accompanied by an enforceable and substantially compliant Bid Security shall be rejected by the Employer as non-

responsive.

19.5 Bid Securities of unsuccessful Bidders shall be returned as promptly as possible once the successful Bidder and Employer have signed Contractor and upon the successful Bidder's furnishing of the performance security to Employer.

19.6 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of Bid validity, or
- (b) if the successful Bidder fails to:
 - i. sign the Contract; or
 - ii. furnish the performance security.

19.8 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of the bidding, the Bid Security or the Bid Security shall be in the names of all future partners as named in the letter of intent.

D. Submission and Opening of Bids

20. Sealing and Marking of bids

20.1 The bidder shall seal the original and the copies of the bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

20.2 The bidder shall prepare one original of the documents comprising the bid as described and clearly marked "ORIGINAL". In addition, the bidder shall submit **three** copies of the bid, clearly marked as "COPY". In the event of discrepancy between them, the original shall prevail.

20.3 The original and the copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid shall be numbered sequentially and initialed by the person or persons signing the bid.

20.4 Bids shall be submitted strictly in accordance with the Bidding Documents. Any amendments or qualifications made by the bidder, except those to comply with instructions issued by the **Employer**, may result in rejection of the bid.

20.1 Bids shall be delivered to the Government Tenders Board at the

address specified above no later than the time and date specified in the **BDS**. Bid Receiving Officer will place bid inside a bid box and give a receipt of bid to Bidder.

21. Deadline for Submission of Bids

- 21.1 The Employer may extend the deadline for submission of bids by issuing an Addendum, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

- 22.1 Any Bids received by the Employer after the deadline for submission of bids will be rejected and returned unopened to the bidder.

23. Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline for submission of bids.
- 23.2 Each bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 20 and 21, with the outer and inner envelopes additionally marked 'MODIFICATION' or 'WITHDRAWAL', as appropriate.
- 23.3 No bid may be modified after the deadline for submission of bids.
- 23.4 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause, or by including such modifications in the original bid submission.

24. Bid Opening

- 24.1 The Employer will open the bids on specified date and time, including modifications, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the BDS.
- 24.2 Notices of "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall be returned unopened to the bidders.
- 24.3 The bidders' names, the bid lump prices, any discounts, bid modifications and withdrawals, and such other details as the **Employer** may consider appropriate, bid security amount, will be announced by the **Employer** at the opening and write on board.
- 24.4 The **Employer** will prepare minutes of the bid opening, including the information disclosed to those present.

24.5 Bids not opened and read out at bid opening shall not be further considered for evaluation, irrespective of the circumstances.

25. Confidentiality

25.1 Information relating to the examination, evaluation, comparison, and post-qualification of the Bidders and recommendation of contract award, shall not be disclosed to the Bidders or any other persons not officially concerned with the Bidder until the Contract award has been formally communicated to all Bidders.

25.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation, comparison, and post-qualification of the tenders or Contract award decisions may result in the rejection of its bid.

25.3 From the time of Bidder opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of bids, the **Employer** may, at the Employer's discretion, ask any bidder for clarification of the bidder's bid, including breakdowns of prices. The request for clarification and the response shall be in writing or by email, cable, telex, or facsimile, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the **Employer** in the evaluation of the bids.

26.2 If a Bidder does not provide clarifications of its Bid by the date and time set as out in the Employers' request for clarification, its Bid may be rejected.

27. Deviations, Reservations, and Omissions

27.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidder Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidder Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidder Documents.

28. Examination of the Bids and Determination of Responsiveness

28.1 Prior to the detailed evaluation of bids, the **Employer** will determine whether each bid (a) meets the eligibility criteria; (b) has been properly signed; and (c) is substantially responsive to the requirements of the Bidding Documents.

28.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the Bid Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the **Works**; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the **Contract**; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

28.3 If a bid is not substantially responsive, it will be rejected by the **Employer**, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

29. Non-conformities, errors and omissions

29.1 Bids determined to be substantially responsive will be checked by the **Employer** for any arithmetic errors. Errors will be corrected by the **Employer** as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) if a Bill of Quantities is used and there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the **Employer** there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the totals shall be corrected.

29.2 The amount stated in the bid will be adjusted by the **Employer** in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid will be rejected.

30. Evaluation and Comparison of Bids

30.1 The **Employer** will evaluate and compare only the bids determined to be substantially responsive.

30.2 In evaluating the bids, the Employer will determine for each bid the evaluated bid price by adjusting the Bid price as follows:

- (a) making any correction for errors;
- (b) excluding the provision, if any, for contingencies, but including day work, if any, where priced competitively;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 27.

30.3 The Evaluation Criteria of Bids will give the following:

Offered's generator's efficiency, losses, suitability, reliability, and specification	40%
Price	60%

Methodology—Proposal to perform work for the best interest of Employer; consideration is also given on time to complete the work.

Experience — offered generator from reputable manufacturers of generators for hydro application to match designed operation characteristics of the existing twin jet Pelton Wheel Turbine in tropical environmental close to ocean, and experience of bidder and subcontractors to evaluate and design installation, ensure compatibility to existing turbine that it will be connected to, install and commission the new alternator to replace old unit.

Price — Total lump sum price to supply, install, and commission one (1) new 2MW/2.5MVA synchronous generator to replace the old generator on Unit No 1 in Taelefaga hydro power station. Price to include: (i) assessment and design; (ii) factory testing (plus cost of two EPC engineers to attend factory testing); (iii) shipment to Apia and transport to Taelefaga hydro plant; (iv) removal of old generator, and transport to EPC store in Vaitele including crane to load and unload from transporter, (v) Install, test, commissioning, and load testing. Price shall be inclusive of VAGST and Import Duty.

31. Documents Establishing the Qualification of the Bidder

31.1 To establish its qualifications to perform the Contract the Bidder shall provide the information requested in the corresponding information sheets included in Bid Forms.

31.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for a seven and a half percent (7 1/2%) margin of domestic preference shall supply all information required to satisfy the criteria for eligibility.

32. Employer's**Right to Accept any Bid and to Reject any or all Bids**

- 32.1 The **Employer** reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of **Contract**, without thereby incurring any liability to the affected bidders.

E. Award of Contract**33. Award Criteria**

- 33.1 Subject to Clause 31 the **Employer** will award the **Contract** to the bidder whose bid has been determined to be the lowest substantially responsive to the Bidding Documents and who has scored the highest percentage in the Evaluation Criteria as per clause 30, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Clause 4.2.

34 Notification of Award and Signing of Agreement

- 34.1 Having decided which bid to accept, the **Employer** will sign the original and the copy of the Acceptance section of the Agreement and will return a complete copy of the Agreement to the bidder whose bid has been accepted. The **Contract** will come into effect upon receipt by the bidder of his copy.

35. Signing of contract

- 35.1 After notification, the Employer shall send the successful Bidder the Contract Agreement with the Conditions of contract for comments before the same is reviewed and cleared by the Office of the Attorney General.

36. Performance Security & Local Compliance Requirements

- 36.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security, using for that purpose the Performance Security Form included in **Bid Forms**, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bank or bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in Samoa.
- 36.2 Also within twenty eight (28) days of receipt of notification of award, the successful Bidder if foreign shall take to successful completion the following, in concert with concerned local offices:
- (a) securing a local Business License from the Ministry for Revenue and associated taxation registrations;

- (b) if applicable, securing company registration from the Ministry of Commerce, Industry and Labor;
- (c) securing registration and membership for its professional engineering staff with the Institute of Professional Engineers Samoa;
- (d) as applicable to the particular Employers undergoing processes for registration, certification or accreditation as an approved Selected bidder and as such subject to:
 - (i) selective exemption from documentation submission for future bid Works; and
 - (ii) periodic performance assessment and associated demerit penalties for unsatisfactory contract delivery.

Section II. Bid Data Sheet (BDS)

A. GENERAL

ITB Clause	Item	Data
1.1	Summary of Works	MANUFACTURE, FACTORY TEST, SUPPLY, INSTALL, AND COMMISSION A NEW 2MW/2.5MVA 6.6KV SYNCHRONOUS GENERATOR TO REPLACE OLD GENERATOR OF UNIT NO. 1 IN THE TAELEFAGA HYDRO POWER STATION.
	Name of Contract	<u>MANUFACTUREE, SUPPLY, INSTALL, AND COMMISSION A NEW 2MW/2.5MVA SYNCHRONOUS GENERATOR TO REPLACE OLD GENERATOR ON UNIT NO. 1 IN TAELEFAGA HYDRO PLANT</u>
	Identification number of the Contract	SAM-EPC: 23/2017
4.3	Qualifying criteria for bidders:	
	(a) average annual turnover in construction work during the last three years	Amount equal or greater than the amount specified in the BDS; US\$1.0M
	(b) number of projects of nature and complexity similar to the Works, executed within the last five years	Three (3)
	(c) essential equipment to execute the Works	Minimum number & kind of equipment, special tools and other items that assist bidder perform this works.

Equipment	Minimum Qty.
High Voltage Megger Test unit	1 set
Transporter and crane to move alternator	1
Hand tools	1 set
Generator/turbine alignment equipment and	1

hydraulic tools	
Rotating vibration tester	1
Oscilloscope tester	1
Hydraulic tools and torque wrencher	1

(d) positions and experience of key Site management and technical personnel See Section 30.3

(e) minimum required cash flow amount 60% of contract amount

7.1 Site Visit Bidder's representatives are invited to attend a site visit which will take place at the Taelefaga hydro plant, at date and time indicated below:

10am on 19th June 2017

7.5 Pre-bid Conference Bidders representatives are invited to attend a pre-bid conference at EPC meeting room in 5th Level of Tuiatua Tupua Tamasese Efi Building

B. BIDDING DOCUMENTS

6.1(h) Additional documents forming part of the Bidding Documents Technical specification (Appendix A)

Employer's address for the purpose of clarification of Bidding Documents 5th Level, Tuiatua Tupua Tamasese Efi Building, Apia, Samoa

C. PREPARATION OF BIDS

6.1(i) Additional information to be submitted by bidders Firm experiences for this kind of work and resume of personnel to perform the work.

9.1 Period of validity of bids 120 calendar days from the date of close

of bid

- 13.1 Consideration of alternative proposals is not recommended

D. SUBMISSION OF BIDS

- 20.1 Employer's address for the purpose of bid submission **Tender Board, Level 4, Central Bank Building.**

Time: 10.00am Monday

Date: 17th July 2017

- 24.1 Employer's address for the purpose of bid submission **Secretary, National Tender's Board, Level 4, Ministry of Finance, Central Bank Building.**

E. BID OPENING AND EVALUATION

- 24.1 Venue, time, and date of bid opening **Time/Date: Monday 11:00 am 17th July 2017**

At Tender Board Conference Room

F. AWARD OF CONTRACT

- 19 Bid Security: **_US\$10,000**

- 36.1 Performance Security
Selected bidder shall provide EPC with a Performance Security in the form of a Bank Guarantee for the amount of 10% of contract amount.

Section III. CONDITIONS OF CONTRACT**CONTENTS****Qualification Information**

Agreement
Offer
Acceptance

Special Conditions
General Conditions

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 - Dates, Times and Periods
 - Money and Payments
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 - 1.2 Interpretation
 - 1.3 Priority of Documents
 - 1.4 Law
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 - 1.6 Statutory Obligations
- 2 THE EMPLOYER**
 - 2.1 Provision of Site
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- 3 EMPLOYER'S REPRESENTATIVES**
 - 3.1 Authorized Person
 - 3.2 Employer's Representative
- 4 THE CONTRACTOR**
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- 5 DESIGN BY CONTRACTOR**
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- 7.4 Late Completion

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- 8.1 Completion
- 8.2 Taking-Over Notice

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- 9.1 Remediating Defects
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- 10.1 Right to Vary
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11 CONTRACT PRICE AND PAYMENT

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14 INSURANCE

- 14.1 Extent of Cover
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- 14.3 Failure to Insure

15 RESOLUTION OF DISPUTES

- 15.1 Resolution of Disputes

16. GENERAL IMMUNITY**Section IV. Special Conditions of the Contract**

CONTRACT AGREEMENT

A. The Employer is the ELECTRIC POWER CORPORATION

B. The Selected Bidder is: _____

Whereas:

The Employer desires the execution of this Contract Agreement for the supply and installation of new 2MW/2.5MVA synchronous generator to replace the old generator used on Unit No 1 in Taelefaga Hydro Station.

C. OFFER

The Contractor/Selected Bidder has examined the documents listed in the Appendixes which forms part of this Contract and offers to execute the Supply of Goods and Services in conformity with the Contract for the sum of _____ (insert amount in words) _____ (insert amount in figures) or such other sum as may be ascertained under the Contract.

This offer, of which the Contractor/Selected Bidder has submitted two signed originals, may be accepted by the Employer by signing and returning one original of this document to the Contractor before _____ (insert date)

The Contractor/Selected bidder understands that the Employer is not bound to accept the lowest or any offer received for the Works.

The Contractor/Selected bidder understands that the Employer reserves the right to decline any bid at its discretion.

The Award of contract to Contractor/Selected bidder is subject to finalization of a contract.

Signature:

Date: _____

Name:

Authorized to sign on behalf of: (insert name of Contractor)

(insert printed name of official)

(insert position of official)

ACCEPTANCE

The Employer has by signing below, accepted the Contractor/Selected Bidder's offer and agrees that in consideration for the execution of the Works by the Contractor, the Employer shall pay the Contractor in accordance with the Contract Agreement. This Contract Agreement comes into effect on the date when the Contractor/Selected bidder and Employer (EPC) fully execute the Contract Agreement and Contractor/Selected bidder has submitted original copy of Performance Bond to Employer.

Signature:

Date: _____

Name:

Authorized to sign on behalf of: Electric Power Corporation

Chairman, EPC Board of Director_____
Director, EPC Board of Director

General Conditions of Contract ("GCC")

1 General Provisions

1.1 Definitions	In the Contract as defined below the words and expressions defined shall have the following meanings assigned to them except where the context requires otherwise:	
The Contract	1.1.1	"Contract" means the Agreement and the other documents listed in the SCC.
	1.1.2	"Specification" means the document as listed in the SCC, including Employer's requirements in respect of design to be carried out by the Contractor, if any, and any Variation to such document.
	1.1.3	"Drawings" means the Employer's drawings of the Works as listed in the SCC, and any Variation to such drawings.
Employer	1.1.4	"Employer" means the Electric Power Corporation through its Authorised person.
	1.1.5	"Contractor" means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
	1.1.6	"Party" means either the Employer or the Contractor.
Dates, Times and Periods	1.1.7	"Commencement Date" means the date specified in the SCC.
	1.1.8	"day" means a calendar day.
	1.1.9	"Time for Completion" means the time for completing the Works as stated in the SCC (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.
Money and Payments	1.1.10	"Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.
Other Definitions	1.1.11	"Contractor's Equipment" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but do not include Materials or Plant.
	1.1.12	"Country" means the Independent State of Samoa.
	1.1.13	"Employer's Liabilities" means those matters listed in Sub-Clause 6.1.
	1.1.14	"Force Majeure" means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome;

and, which is not substantially attributable to the other Party.

- 1.1.15 **"Materials"** means things of all kinds (other than Plant) intended to form or forming part of the permanent work.
- 1.1.16 **"Plant"** means the machinery and apparatus intended to form or forming part of the permanent work.
- 1.1.17 **"Site"** means the places provided by the Employer where the Works are to be executed, and any other places specified in the SCC as forming part of the Site.
- 1.1.18 **"Variation"** means a change to the Specification and /or (if any) which is instructed by the Employer under Sub-Clause 10.1.
- 1.1.19 **"Works"** means all the work and design (if any) to be performed by the Selected bidder including temporary work and any Variation
- 1.1.20 **"Language"** means the language specified in the SCC.

1.2 Interpretation

1.2.1 Words importing persons or parties shall include firms and Organizations.

1.2.2 Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the Contractor, and the priority of the documents shall be in accordance with the order as listed in the SCC.

1.4 Law

The law of the Contract is specified in the SCC.

1.5 Communications

Wherever provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the SCC and shall not be unreasonably withheld or delayed.

1.6 Statutory Obligations

The Selected bidder shall comply with the Laws of Independent State of Samoa. The Selected bidder shall give all notices and pay all fees and other charges in respect of the Works.

2 The Employer

2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at times stated in the SCC.

2.2

Permits and Licenses The Employer shall, if requested by the Contractor, assist the Selected bidder in applying for permits, licenses or approvals which are required for the Works.

2.3

Employer's Instructions The Selected bidder shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

2.4

Approvals No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the Contractor's obligations.

3 Employer's Representative**3.1**

Authorized Person One of the Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the SCC, or as otherwise notified by the Employer to the Contractor.

3.2

Employer's Representative The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the SCC, or notified by the Employer to the Selected bidder from time to time. The Employer shall notify the Selected bidder of the delegated duties and authority of this Employer's representative.

4 The Contractor**4.1**

General Obligations The Selected bidder shall carry out the Works properly and in accordance with the Contract. The Selected bidder shall provide all supervision, labor, Materials, Plant and Contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer.

4.2

Contractor's Representative The Selected bidder shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

4.3

Subcontracting The Selected bidder shall not subcontract the whole of the Works. The Selected bidder shall not subcontract any part of the Works without the consent of the Employer.

4.4

Performance Security If stated in the SCC, the Selected bidder shall deliver to the Employer within 14 days of the Commencement Date a performance security issued by a first class bank operating in the Independent State of Samoa.

5 Designed by Contractor

5.1

Contractor's Design

The Selected bidder shall carry out design to the extent specified, as referred to in the SCC. The Selected bidder shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt the Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Selected bidder shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Selected bidder shall resubmit all designs commented on taking these comments into account as necessary.

Responsibility for Design

The Selected bidder shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Employer shall be responsible for the Specification and Drawings.

6 Employer's Liabilities

6.1

Employer's Liabilities

In this Contract, Employer's Liabilities mean:

- a) Damage caused by riot, commotion or disorder by the Employers personnel and other employees, affecting the Site and/or the Works,
- b) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,
- c) design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, and
- d) a suspension under Sub-Clause 2.3 of the GCC unless it is attributable to the Contractor's failure.
- e) any change to the law of the Contract after the date of the Contractor's offer as stated in the Agreement,
- f) losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and

7 Time for Completion

7.1

Execution of the Works

The Selected bidder shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

7.2

Programme

Within the time stated in the SCC, the Selected bidder shall submit to the Employer a programme for the Works in the form stated in the SCC.

7.3

Extension of Time

Subject to Sub-Clause 10.3, the Selected bidder shall be entitled to an extension to the Time for Completion if he is or will be delayed by any of the Employer's Liabilities.

On receipt of an application from the Contractor, the Employer shall consider all supporting details provided by the Selected bidder and shall extend the Time for Completion as appropriate.

7.4

Liquidated Damages

If the Selected bidder fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the SCC for each day for which he fails to complete the Works.

8 Taking Over

8.1**Completion**

The Selected bidder may notify the Employer when he considers that the Works are complete.

8.2**Taking-Over Notice**

The Employer shall notify the Selected bidder when he considers that the Selected bidder has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Selected bidder that the Works, although not fully complete, are ready for taking over, stating the date accordingly.

The Employer shall take over the Works upon the issue of this notice. The Selected bidder shall promptly complete any outstanding work and, subject to Clause 9, clear the Site.

9 Remedying Defects**9.1 Remedying Defects**

The Employer may at any time prior to the expiry of the period stated in the SCC, notify the Selected bidder of any defects or outstanding work. The Selected bidder shall remedy at no cost to the Employer any defects due to the Contractor's design, materials, Plant or workmanship not being in accordance with the Contract.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.

9.2 Uncovering and Testing

The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Selected bidder shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. Variations and Claims**10.1 Right to Vary**

The Employer may instruct Variations.

10.2**Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Employer considers appropriate, or
- e) if the Employer so instructs, at day work rates set out in the SCC for

which the Selected bidder shall keep records of hours of labour and Contractor's Equipment, and of Materials used.

If there are changes to the Works quantity, pursuant to 1.17 above, the Employers Representative fills in the Variation Order. The Variation Order is submitted to the Employer for its approval accompanied by the following documents:

Justification by the designer or the Selected bidder for the necessary variations; Bill of Quantities and Cost for the amended Work Inputs prepared by the designer.

Written certification of the need to execute the variations of the Works issued by the Employers representative.

The total of Variation Orders shall not exceed in the **aggregate ten (10%) percent** of the original awarded contract amount.

10.3 Early Warning

A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Selected bidder shall take all reasonable steps to minimize these effects.

The Contractor's entitlement to extension to the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

10.4 Right to Claim

If the Selected bidder incurs any Cost as a result of any of the Employer's Liabilities, the Selected bidder shall be entitled to the amount of such Cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.

10.5 Variation and Claim Procedure

The Selected bidder shall submit to the Employer an itemized make-up of the value of Variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11 Contract Price and Payment

11.1 Valuation of the Works

The Works shall be valued as provided for in the SCC, subject to Clause 10

11.1.1 Taxation

The contract prices shall include all import duties and taxes that may be levied in accordance with the laws and regulations of the Independent State of Samoa, as of the date twenty eight (28) days prior to the latest date for submission of

bids.

The bidders shall teach itself of the requirements of the tax laws of the Independent State of Samoa. The bidder shall also exercise due diligent with familiarizing itself with the process associated with all applicable taxes relating to the supply and delivery of materials and services to the Samoan Government.

11.2

Monthly Statements

The Selected bidder shall be entitled to be paid at monthly intervals the value of the Works executed, subject to any additions or deductions which may be due.

The Selected bidder shall submit each month to the Employer a statement showing the amounts to which he considers himself entitled.

11.3

Payment Terms

Payment terms of contract shall be that stated in the SCC:

EPC will not withhold any retention on payments.

For 10% advance payment, Selected bidder shall supply to EPC a bank guarantee for full amount of the advance payment. Bank guarantee shall be for duration of contract.

Within 30 days of delivery of each statement, the Employer shall pay to the Selected bidder the amount shown in the Contractor's statement less retention at the rate stated in the Appendixes, and less any amount for which the Employer has specified his reasons for disagreement. The Employer shall not be bound by any sum previously considered by him to be due to the Contractor.

Employer will withhold 10% retention for all payments except advance payment. 50% of retention will be paid upon issue by Employer of two certificates; Certificate of Completion, and Certificate of Operation Acceptance. Remaining 50% of retention will be paid at end of six (6) months Defect Maintenance Period.

Employer will withhold a 10% Withholding Tax (WT) for payments to Contractor. WT will be submitted to Ministry of Revenue.

11.4

Interim Payments

The Employer may withhold interim payments until he receives the performance security under Sub-Clause 4.4.

11.5 Payment of First Half of Retention

Applicable

11.6**Payment of
Second Half
of Retention**

Applicable.

11.7-Final Payment

Within 42 days of the latest of the events listed in Sub-Clause 11.5 above, the Selected bidder shall submit a final account to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within 28 days after the submission of this final account, the Employer shall pay to the Selected bidder any amount due. If the Employer disagrees with any part of the Contractor's final account, he shall specify his reasons for disagreement when making payment.

11.8 Currency

The contract price shall be expressed in USD Dollars or a maximum of three convertible currencies and all payments made in accordance with the Contract shall be in currency contract quoted.

12 Default and Termination**12.1****Default by
Contractor**

If the Selected bidder abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Selected bidder has not taken all practicable steps to remedy the default within 14 days after the Contractor's receipt of the Employer's notice, the Employer may by a second notice given within a further 21 days, terminate the Contract. The Selected bidder shall then demobilize from the Site leaving behind Materials and Plant and any Contractor's Equipment which the Employer instructs in the second notice is to be used until the completion of the Works.

The employer may at any time by notice terminate this agreement or reduce the scope of the Services immediately. Upon receipt of a notice of termination or reduction the Selected bidder agrees to:

- (i) Stop work as specified in the notice;
- (ii) take all available steps to minimize loss resulting from that termination and to protect the Contract Materials;
- (iii) continue work on any part of the Contract Services not affected by the notice.

**12.1.1
Corrupt or
Fraudulent
Practices**

If the Selected bidder has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, the Employer may, after given 14 days notice to the Contractor, terminate the Contract. For the purpose of this Sub-Clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

“collusive practice” means a scheme or arrangement between two or more Bidders, designed to establish bid prices at artificial, non competitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to affect the execution of a contract.

**12.2
Default
by
Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Selected bidder may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 7 days after the Employer's receipt of this notice, the Selected bidder may suspend the execution of all or parts of the Works.

If the default is not remedied within 28 days after the Employer's receipt of the Contractor's notice, the Selected bidder may by a second notice given within a further 21 days, terminate the Contract. The Selected bidder shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Selected bidder shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency; any Contractor's Equipment which the Employer instructs in the notice is to be used until the completion of the Works.

**12.4 Termination by
Default**

Where a party fails to satisfy any of its obligations under this Contract, the other party may give notice requiring that the failure be remedied within a period of thirty (30) working days and if not remedied within that time, may terminate this Contract immediately.

**12.5 Termination
Without Cause.**

Notwithstanding the above, the Employer may, at any time by notice, terminate or reduce the scope of this Contract immediately.

If the Contract is terminated, the Selected bidder shall stop work immediately,

make the Site safe and secure, and leave the Site as soon as reasonably possible.

12.6
Payment
upon
Termination

After termination, the Selected bidder shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Selected bidder is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled;
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination;
- d) if the Selected bidder has terminated under Sub-Clause 12.2 or 12.3, the Selected bidder shall be entitled to the Cost of his suspension and demobilization together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination; and
- e) if the Employer has terminated under Sub-Clause 12.5 the Selected bidder shall be entitled to payment for services up until the point of termination.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

13 Risk and Responsibility

13.1
Contractor's
Care of the Works

The Selected bidder shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Selected bidder shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of an Employer's Liability, the Selected bidder shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of the Contract, by negligence or by other default of the Contractor, his agents or employees.

13.2 Force Majeure

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the Selected bidder shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the Contractor's Equipment.

If the event continues for a period of 84 days, either Party may then give notice of termination which shall take effect 28 days after the giving of the notice.

After termination, the Selected bidder shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Selected bidder is entitled under Sub-Clause 10.4,
- b) the Cost of his suspension and demobilization,
- c) any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

14 Insurance

14.1 Extent of Cover

The Selected bidder shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:

- a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment;
- b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works; and
- c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.

14.2 Arrangements

All insurances shall conform with any requirements detailed in the SCC.

The policies shall be issued by insurers and in terms approved by the Employer. The Selected bidder shall provide the Employer with evidence that any required policy is in force and that the premiums have been paid.

All payments received from insurers relating to loss or damage to the Works shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

14.3 Failure to Insure

If the Selected bidder fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor.

15 Resolution of Disputes

15.1

Resolution of Disputes

If any dispute arises between the Employer and the Selected bidder in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such

dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred by either party to a single Arbitrator, if the parties agree upon one, or failing agreement as to a single Arbitrator, an Arbitrator appointed under the hand of the President for the time being of the Law Society of Samoa. Any Arbitration shall be conducted in accordance with the Arbitration Act 1976 (Samoa) and the Arbitrator's decision shall be final.

16 General Indemnity

16.1

The Selected bidder agrees to indemnify the Employer from and against any:

- (a) Liability incurred by the Selected bidder in the performance of the Services;
- (b) Loss of or damage to property of the Employer caused by the Contractor, his officers, employees, agents or subcontractors;
- (c) loss or expense incurred by the Employer in dealing with any claim against it including legal costs and expenses resulting from any act or omission by the Contractor, his officers, employees, agents or subcontractors in connection with this Contract;
- (d) any breach by the Selected bidder of his obligations under this Contract, including any loss or damage attributable to any such breach;
- (e) any use or disclosure by the Contractor, his officers, employees, agents or subcontractors of Confidential Information held by him or them or controlled by him or them in connection with this Contract;

16.2

The Contractor's liability to indemnify the Employer under sub-clause 16.1 will be reduced proportionately to the extent that any negligent act or omission of the Employer contributed to the relevant liability, loss or damage.

16.3

The obligations under clause 16 shall survive the expiration or termination of this Contract

Section IV. Special Conditions of Contract (“SCC”)

The Conditions of Contract comprise the General Conditions, and the following “Special Conditions”, which include amendments and additions to such General Conditions.

A. General		
GCC 1.1.1	Documents: (a) General Conditions of Contract (b) Special Conditions of Contract (c) Technical Specifications (see Technical Specifications & Manufacturers manuals) (d) Work Schedule (e) Performance Bond (f) Advance Payment (if applicable) bank security (g) Construction and installation Drawings (h) Offered design of equipment and installation	
GCC 1.1.4	The Employer is:	
	Employer Name	Electric Power Corporation.
	Address	Level 5, TATTE Building, Sogi, Samoa
GCC 1.19	The Intended Completion Date for the whole of the Works shall be no more than ten (10) months from the Effective Date. (Refer Commencement date in GCC 1.1.7 below). Effective Date is date that Contractor receives advance payment in full.	
GCC 1.1.17 and GCC 2.1	The Project Site is Taelefaga Hydro Power Station	
GCC 1.1.7	The Commencement date means ten (10) days after the date that Agreement comes into effect or any other date agreed between the Parties.	
GCC 1.1.19	The Works consist of: design, manufacture, factory testing, supply, installation and commissioning of a new 2MW/2.5MVA synchronous generator to replace old generator used on Unit No 1 in Taelefaga hydro station. Existing turbine and all electro-mechanical equipment are reused.	

GCC 1.4	The law that applies to the Contract is the law of the Independent State of Samoa					
GCC 1.1.20	The language of the contract is ENGLISH					
GCC 3.1	The Employer’s Authorised person is EPC’s General Manager (GM) or a person of the Employer nominated by the GM at times when the GM is not available.					
GCC 4.4	A Performance Security shall apply in the amount of 10% of the Contract Price and in the form of an unconditional on demand Bank Guarantee. This will be received by the Employer within twenty eight (28) calendar days from the date of issue of Notification of Award letter to the Selected Bidder.					
GCC 7.2	Within twenty eight (28) days after the date of issue of Notification of Award, Selected Bidder will submit to Employer final Work Schedule in Bar Chart form.					
GCC 7.4	<p>The Defects Liability period of Works is six (6) months from the date of issue by Employer of Certificate of Completion, and Certificate of Operation Acceptance after successful commission of the plant.</p> <p>The liquidated damage for delay for the whole of the Works is 0.5% of contract price per calendar day of delay.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10 % of the Contract Price.</p>					
GCC 9.1 and 11.5	365 days calculated from the date stated in the Notice under Sub-Clause 8.2					
GCC 10.2	Valuation of Variations is based on prices of any additional parts and time duration					
GCC 11.1	Valuation of the works is based on prices of any additional parts.					
GCC 11.2	<table><tr><td>Activity</td><td>Amount of Payment in percentages</td></tr><tr><td>Advance Payment after signing of contract by both parties and receiving by EPC of the bank guarantee to the</td><td>10%</td></tr></table>		Activity	Amount of Payment in percentages	Advance Payment after signing of contract by both parties and receiving by EPC of the bank guarantee to the	10%
Activity	Amount of Payment in percentages					
Advance Payment after signing of contract by both parties and receiving by EPC of the bank guarantee to the	10%					

	amount of the advance and performance bond.	
	Successful completion and acceptance of Factory Tests of generator by an EPC Engineer and shipment and receipt by EPC of Bill of Lading	40%
	Shipment to Apia and Delivery of alternator and all associated equipment and materials to Taelefaga power station, removal of old alternator on Generator No 1	30%
	Install and commission of new alternator in and Issue of Certificate of Completion and Operation Acceptance by EPC.	20%
<p>Withholding:</p> <p>(a) 10% for retainage for all payment except Advance Payment. 50% of retainage is paid out after issue of Completion and Operation Acceptance Certificates and remaining 50% after six (6) months defect maintenance period.</p> <p>(b) Withhold tax – 10% of all payments will be withheld by EPC and submit to Ministry of Revenue</p>		
GCC 14.2	<p>The minimum insurance amounts and deductibles shall be calculated and paid accordingly:</p> <p>(a) for loss or damage to the Works, Plant and Materials: T\$200,000 and T\$5,000 Excess</p> <p>(b) For loss or damage to Equipment: T\$200,000 and T\$5,000 Excess.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: T\$200,000 and T\$5,000 Excess</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: T\$250,000 and nil Excess</p> <p>(ii) of other people: T\$250,000 and nil Excess</p>	

Section V. BID FORMS**Letter of Bid**

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final fully edited versions.

Date: _____

Request to Bid No.: _____

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Documents, including Addenda issued in accordance with ITB 8.
- (b) We offer to execute in conformity with the Bid Documents the following Works:
[Insert Project Name and number];
- (c) The total price of our Bid , excluding any discounts offered in item (d) below is:
\$ _____ (*Insert Bid Price in words*) or another currency;
- (d) The discounts offered and the methodology for our application are: _____; (*if none state N/A*);
- (e) Our Bid shall be valid for a period of 120 calendar days from the date fixed for the Bid submission deadline in accordance with the Bid Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Bid;
- (g) If our Bid is accepted, we commit to obtain a **Performance Security** in accordance with Bid ITB 19.1 of Bid Documents;
- (h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2 and Section V – Eligible Countries of these Bid Documents;
- (i) We, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest in accordance with ITT 4.4 and are free from insolvency and bankruptcy;

- (j) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this Bid process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (k) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the Government (ITB 3.1(c) and ITB 4.4) or by reason of sanctions imposed by the Government or the Employer (ITT 3.1 (d));
- (l) Our firm and any associated firm or joint venture party have not been subject to insolvency or bankruptcy proceedings in the past twelve (12) months;
- (m) Our firm, and its EPC s, currently and in the past year, have not committed criminal offenses involving fraud, corruption or other misconduct signifying unsuitability for participation in any way in the procurement and contracting process;
- (n) We are not a Government owned entity / We are a Government owned entity but meet the requirements of ITB 4.2;
- (o) Our firm, or any foreign domiciled associate firm or joint venture party is willing, upon being offered Contract award, to immediately engage in processes to acquire applicable local licenses as stated in ITB Clause 37.2(a) for Performance Security and Local Compliance Requirements;
- (p) We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____

- (q) We understand that this Bid , together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal contract is prepared and executed;
- (r) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive; and
- (s) If awarded the Contract, the authorized person named below has the legal capacity to enter into a Contract and accordingly shall act as the Contractor's Representative:
- (t) If awarded the Contract, we undertake to complete all required Works within a period of up to 90 calendar days;

Name: _____

.....
In the capacity of:

Signed:

Duly authorized to sign
the Bid for and on behalf
of:

Date:

INFORMATION ABOUT THE BIDDER

Bid number and title:

Name (or company's name) of Bidder:
Legal status :
Registration Number:
Bank account number, name and address of the bank:
Person duly authorized to represent the Bidder: Name: Address: Telephone number/Fax number: Email address :
Copies of original documents annexed : <input type="checkbox"/> Incorporation or creation documents, bylaws, registration number (trade license no., tax identification no.)

Description of litigation during the past five years and current status, including active and passive status:

ADDITIONAL INFORMATION WHEN THE BIDDER IS A JOINT VENTURE

Bid number and title: _____

Name or company's name of each partner of the Joint Venture: *[Reminder: each member of the Joint Venture must individually fill the information form A.1.a) above and further state which company is taking the lead in this joint venture]*

Type of joint venture: **Jointly and severally liable**

<This type of Joint Venture is mandatory>

Designation and contact information of the Lead Partner

Name:

Address:

Telephone N° / Fax N°:

Email:

Copies of original documents annexed :

☐ Bylaws, incorporation or creation documents, registration number (trade license no, tax identification no.)

Joint venture agreement

A2: TECHNICAL CAPACITY**A.2.a) EQUIPMENT, MATERIALS AND TOOLS BELONGING TO THE BIDDER OR AT HIS PERMANENT DISPOSAL**

TYPE	DESCRIPTION	DATE OF ACQUISITION	CONDITION

A.2.b) KEY PERSONNEL RESPONSIBLE FOR ADMINISTRATION AND EXECUTION OF THE CONTRACT).

<i>Position</i>	<i>Name</i>	<i>Years of Experience (General)</i>	<i>Years of Experience(in similar position)</i>

A.3. a) FINANCIAL STANDING

[Each Bidder and each member of a Joint Venture must fill the form below]

Name or Company Name of the Bidder: _____

Date: _____

Or

Name or Joint Venture Identification of the partners of the Joint Venture: _____

Bid number and title: _____

Page *[page number]* of *[total number of pages]* pages

1. Financial information in Samoan Tala or any three convertible currencies of the past three years :

	Year	Year	Year
Total assets			
Total liabilities			
Net assets			
Current assets			
Current liabilities			
Profit and loss statement			
Total revenues			
Profit before taxes			

Certified: *<by an auditor or by a certified public accountant or any other qualified person>*

2. Financial documents

The bidder and in the case of a Joint Venture, each partner should give copies of financial statements and/or of their turnover during the past three years. The financial statements must:

- a) Reflect the financial standing of the bidder or of the partners of the Joint Venture but not that of their parent company or subsidiaries;
- b) Have been checked by a certified accountant;
- c) Be complete and including all observations that may have been added; and
- d) Correspond to the accounting periods already finalized and checked (the financial statements of incomplete period are neither requested nor accepted).

A.3.b) TURNOVER

[Each bidder and, in case of a Joint Venture each member of the Joint Venture, must fill the form below]

Name or Company Name of the Bider: _____

Date: _____

Or

Name or Joint Venture Identification of the partners of the Joint Venture: _____

Bid number and title: _____

Page [page number] of [total number of pages] pages

Turnover before tax (general) for the past 3 years			
	FY.....	FY	FY
Total in AUD			

Turnover before tax (works of same nature) during past three years			
	FY.....	FY	FY
Total in Samoan Tala			

A.4 Experience of bidder for contracts of the same nature 2

²Fill in a form for each contract. Indicate public contracts as well as main contracts executed for private companies. Include a copy of Taking Over Certificates.

Contract Identification: <i>(State the references and main objective of the contract wherever applicable the project of which the contract formed part, the objective of the lot or lots executed)</i>	
Value of the executed contract (in Samoan Tala): In case of a Joint Venture, specify the Bidders' contribution of the total contract sum <i>(State the contract sum in Samoan Tala)</i> <i>(State the percentage of this sum executed by the Bidder) _____ %</i>	
Name and coordinates of the Contracting Authority:	
Country	Start date: End date:

D - MODEL FORM OF JOINT VENTURE AGREEMENTBetween*Name of the Bidder**Address**Name of the authorized representative³*And*Name of the Bidder**Address**Name of the authorized representative¹*And⁴*Name of the Bidder**Address**Name of the authorized representative¹*

Stated as follows

1. This agreement is to establish the terms of collaboration between *[insert all names of the members]* for the implementation of the Project*[insert the Bidder number]*entitled,*[insert the title]*
2. The *[number]* parties are jointly and severally liable to submit the Project Offer and perform the requested services. The *[number]* parties will commit themselves to work together for this project during the entire duration of this agreement and any further projects of this assignment. Both will work in their respective areas of competencies and accordingly the sharing of responsibilities which will be defined in the proposal.
3. The leading firm of the Joint Venture is *[name of the Partner in Charge]*, which we duly authorize to sign on behalf of the team and to be the Employee go-between for MCA-Madagascar.
4. This agreement is valid only within the framework of this project and cannot be used for other circumstances without the mutual consent and expression of all parties. The agreement takes effect upon its signature and will stay active during the submission period as well as for the project design and implementation. A contract will be established when the *[insert number]* parties earn the bid.

³The Authorized Representative must be appointed by a power of attorney accompanied by a copy of statute of the firm or similar legal document showing delegation of power to the representative

⁴ All members of the Consortium must be reproduced on this list and sign the document as acceptance

Agreed by*[Name of the Bidder]**[Name of the Authorized Signatory]**[Title of the Authorized
Signatory]*

Date:

Signature

*[Name of the Bidder]**[Name of the Authorized Signatory]**[Title of the Authorized
Signatory]*

Date:

Signature

*[Name of the Bidder]**[Name of the Authorized Signatory]**[Title of the Authorized
Signatory]*

**Form of Bid-Securing Declaration
(NOT APPLICABLE)**

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

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

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 Borrower for the period of time of **five (5) years** starting on date bid closes, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the *Employer* during the period of bid validity,
 - (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

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 of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of
[insert legal capacity of person signing the Bid-Securing Declaration]

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert 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.]

Form of Bid Security (Bank Guarantee)
(APPLICABLE)

_____ (Bank's Name, and Address of Issuing Branch or Office)

Beneficiary: _____ (insert Name and Address of Procuring Entity)

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (insert name of the Bidder) (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ (insert name of contract) under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ (insert name of Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (insert amount in figures) (_____) (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

(signature(s))

Form of Performance Security (Bank Guarantee)**(Bank's Name, and Address of Issuing Branch or Office)****Beneficiary: (Name and Address of Procuring Entity)****Date:****Performance Guarantee No.:**

We have been informed that **(name of the Contractor)** (hereinafter called "the Contractor") has entered into Contract No. **(reference number of the Contract)** dated with you, for the execution of **(name of contract and brief description of Works)** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we **(name of the Bank)** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Samoan Tala. **(amount in figures)** ¹ **(amount in words)**) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Selected bidder is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, ², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....
(Seal of Bank and Signature(s))

Note –

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ *The Guarantor shall insert an amount representing the percentage (2%) of the Contract Price specified in the Contract.*

- 2 *Insert the date twenty-eight days after the expected completion date. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed (six months)(one year), in response to the Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Form of Advance Payment Security (Bank Guarantee)**(Bank's Name, and Address of Issuing Branch or Office)****Beneficiary: (Name and Address of Procuring Entity).....****Date:****Advance Payment Guarantee No.:**

We have been informed that **(name of the Contractor)**. (hereinafter called "the Contractor") has entered into Contract No. **(reference number of the Contract)**. dated with you, for the execution of **(name of contract and brief description of Works)**. (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum **10% of the contract amount or US Dollars**. **(amount in figures)** ¹. **(amount in words)**. is to be made against an advance payment guarantee.

At the request of the Contractor, we **(name of the Bank)**. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **(name of the currency and amount in figures)***. **(amount in words)**. upon receipt by us of your first demand in writing accompanied by a written statement stating that the Selected bidder is in breach of its obligation under the Contract because the Selected bidder used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Selected bidder on its account number **(Contractor's account number)**. at **(name and address of the Bank)**.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Selected bidder as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of , ², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

. **(Seal of Bank and Signature(s))**.

Note –

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

1 The Guarantor shall insert an amount representing the amount of the advance payment.

2 Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the

penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed (six months)(one year), in response to the Procuring Entity’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

SECTION VI - ELIGIBLE COUNTRIES

Eligibility for the Provision of Goods, Works and Services under a Government of Samoa - Financed Procurement

All countries other than those currently designated as **INELIGIBLE** are eligible to bid to provide the goods, works and services which are the subject of this tender.

Presently **INELIGIBLE** countries are:

- Andorra, Democratic People's Republic of Korea, Liechtenstein, Monaco (not members of the World Bank or Asian Development Bank), and
- Iraq (UN Security Council).

For projects funded solely by a specific donor, please refer to donor concerned for their list of ineligible countries.

Bid Form

Schedule 1 – Supply of Plant and Materials Sourced from Abroad

Item	Description / part number	Qty	Unit CIP Price	Total CIP Cost (Exclude VAGST & Duty	VAGST & Duty
1	ALTERNATOR Supply new 2500 kVA 6600 Volts 50Hz and all i. All cabling connection are in solid steal termination boxes with cabling gland plate of recommend thickness and strength to support the weight of cables to be connected to the transformer.	1			
Schedule 2 – Plant and Materials Sourced from Local					
Schedule 3 – Design Services					
1	Design of installation				
	Subtotal Schedule 3				

Schedule 4 – Construction, Installation, Testing, and Commissioning					
1	Disassemble, removal and transport of old alternator and all redundant materials to EPC Vaitele Store	LS			
2	Installation, testing and commission.	LS			
3	Configure protection scheme for new Generator No 1	LS			
4	Cost (travel, transport, hotel, meals, per diem) to send two EPC engineers for factory testing	LS			
5	Provide as-built drawings of installation and wiring.	LS			
	Subtotal Schedule 3				
Schedule 4 – Summary of Bid Price by Schedule					
1	Plant and Materials from Abroad				
2	Plant and Materials from Local				
3	Design Service				
4	Install, test, and commissioning				
	Overall Total				

Time to supply, install and commission alternator _____ (months)

Name of Bidder: _____

Name of Authorized Person _____

Signature of Authorized Person _____

APPENDIX A
TECHNICAL SPECIFICATION

Refer to attached

