



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

NATIONAL TENDERS BOARD

(ELECTRIC POWER CORPORATION)

INVITATION FOR BID

WORKS

**The rehabilitation of access roads to the Fale-ole-Fe'e (FoF) Headpond and
Fiaga Diesel Power Station; and the construction of the new access road to the
FoF Powerhouse.**

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PART I-INVITATION FOR BIDS

Section 1 – Letter of Invitation

- A. The General Manager on behalf of the Electric Power Corporation through the Government of the Independent State of Samoa ("the Principal") is soliciting competitive sealed bids from engineering and civil contractors for the rehabilitation of access roads to the Fale-ole-Fe'e (FoF) Headpond and Fiaga Diesel Power Station; and the construction of the new access road to the FoF Powerhouse.

This single stage single envelope International Competitive Bid has three (3) bid lots which are:

- (i) Rehabilitation of the access road to the FoF Headpond
- (ii) Rehabilitation of the Fiaga Diesel Powerstation Access Road
- (iii) Construction of the new access road to the FoF Powerhouse

- B. This Invitation for Bids includes the following Bidding Documents

- (a) Invitation for Bid Instruction to Bidders (Section I)
- (b) Bid Data Sheet (Section II)
- (c) All the documents listed in the Appendix (Section III)
- (d) All sample forms listed in Section V
- (e) Any other document listed in the **BDS** as forming part of the Bidding Documents.
- (f) Appendix 1 – Employer's Requirements / Technical Specification
- (g) Letter of Bid and Bid Form (Appendix 2)

- C. All bids must observe the Bidding Process and Specification(s), it is also necessary for all Bidders to peruse the Terms and Conditions of the Contract.

- D. Bid is issued on 29th June, 2017. Bid package can be obtained through email by requesting Project Manager of Project Management Unit in address below.

PROJECT MANAGER
POWER SECTOR EXPANSION PROJECT
Electric Power Corporation
Level 5
Tui Atua Tupua Tamasese Efi Building
Apia, Samoa
Phone number: (685)28852; 7242958
Email address: *perelini48@gmail.com*

E. Bids will close on Monday, July 31st, 2017, 10:00am. All Bids must be deposited in the Tender Box located at the Ministry of Finance, Level 4, Central Bank of Samoa Building, Apia, Samoa no later than 10.00am local time on Monday, July 31st 2017.

F. One (1) original and four (4) hard copies of Bids must be submitted and delivered in a sealed envelope marked as follows, and deposited inside Bid box at the address below:

“Tender No. SAM-EPC 28/2017 – The rehabilitation of access roads to the Fale-ole-Fe'e (FoF) Headpond and Fiaga Diesel Power Station; and the construction of the new access road to the FoF Powerhouse.”

The Secretary
Samoa National Tenders Board,
Ministry of Finance,
Level 4 Central Bank of Samoa Building,
Apia,
SAMOA

G. A pre-bid meeting will be held at 10am on July 17th, 2014 Samoan Time, at EPC conference room at 5th Level, Tui Atua Tupua Tamasese Efi building in Apia.

H. Government Tender Board will open bids immediately after the bid close in the presence of bidders' representatives who choose to attend.

I. Late Bids will not be considered. They will be returned unopened.

J. EPC reserves the right to reject any or all bids.

K. The Electric Power Corporation shall not be responsible for any costs or expenses incurred by the bidders in connection with the preparation or delivery of bids.

.....
Tologatā.G.L.T.Tile Le'i'a Tuimalealiifano
GENERAL MANAGER
ELECTRIC POWER CORPORATION

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Section I. Instructions to Bidders

A. GENERAL

1. Scope of Bid

- 1.1 The Employer, as named in the Agreement form, invites bids for the rehabilitation of access roads to the Fale-ole-Fe'e (FoF) Headpond and Fiaga Diesel Power Station; and the construction of the new access road to the FoF Powerhouse. or Works as summarized in the Bid Data Sheet (BDS). The name and identification number of the Contract is provided in the BDS.
- 1.2 There are three (3) Bid Lots under this single bid. There will also be up to three separate contracts. Bidders can bid for any number of lots. Successful bidders shall complete the **Works** within the **Times for Completion** stated in the Appendices Section of the Agreement, hereinafter referred to as the Appendices. The **Time for Completion of each lot** shall be calculated from the **Commencement or Effective Starting Dates**.
- 1.3 Throughout these Bidding Documents, the term "writing" means any hand-written, type-written, or printed communication, including telex, cable and facsimile transmission, and "day" means calendar day. 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 "tender documents".

2. Source of Funds

- 2.1 The Works are funded by the Electric Power Corporation

3. Fraud and Corruption

- 3.1 The attention of the bidders is drawn to the regulations of the Independent State of Samoa on the prevention of fraud and corruption, It is required that bidders, suppliers, and contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:
- (a) it is defined,, for the purposes of this provision, the terms set forth below as follows:
 - (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;
 - (b) shall reject a proposal for award 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;
 - (c) shall sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Samoan Government contract if it at any time it is determined that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Samoan Government contract; and
 - (d) shall have the right to require that a provision be included in Bidding Documents and in contracts financed by the Samoan

Government, requiring Bidders, Suppliers, Contractors and Consultants to permit the representatives of the Samoan Government to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Samoan Government.

- 3.2 Furthermore, bidders shall be aware of the provisions stated in Sub-Clause 12.1.1 of the Particular Conditions (Section IV) which shall apply also to any bidder.

4. Eligibility

- 4.1 Government procurements are normally open to all qualified and eligible Bidders regardless of nationality and without restriction as to the origin of their inputs. Government-owned enterprises in the Independent State of Samoa may participate only if they are independent and operate under commercial law.
- 4.2 All contractors must meet the following general eligibility requirements:
- (a) possession of a valid business license;
 - (b) freedom from insolvency, bankruptcy or similar status;
 - (c) having legal capacities to enter into contracts;
 - (d) current with payments of taxes and social charges;
 - (e) not being excluded pursuant to Section VI of the Tender Board Guidelines;
 - (f) valid registration in the appropriate category in the Registry of Contractors;
 - (g) the firm and its principals have not been convicted within the last year of, or currently under indictment for, a criminal offence involving corruption or other misconduct reflecting a lack of suitability to participate in government procurement;
 - (h) Contractors may bid independently or as a joint venture. In joint ventures, one of the member firms must be designated to represent the others as lead; all member firms shall sign the contract and shall be jointly and severally liable for contract performance.

5. Qualification of the Bidder

- 5.1 The bidder shall meet the following qualifying criteria:
- (a) average annual turnover of construction work in the last

three years equal or greater than the amount specified in the **BDS**;

- (b) experience in the construction of works of a nature and complexity similar to the **Works** of no less than the number of projects specified in the **BDS**, in the last three years;
- (c) availability of the essential equipment listed in 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 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**;
- (f) liquid assets and/or credit facilities (net of other contractual commitments and exclusive of any advance payments which may be made under the **Contracts**), for not less than the amount specified in the **BDS**;
- (g) Authority to seek references from the bidder's bankers;
- (h) A consistent history of litigation or arbitration awards against the bidder or any partner of a joint venture may result in disqualification.

6. One Bid per Bidder

6.1 A firm shall submit only one bid per bid lot it chooses, either individually or as a partner of a joint venture. A firm which submits or participates as a bidder in more than one bid will cause all the proposals with the firm's participation to be disqualified. A firm may participate in one or more than one bid only as a subcontractor.

7. Cost of Bidding

7.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the **Employer** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. Site Visit, Pre-bid Conference

8.1 Site Visits

The bidder, at the bidder's own responsibility and risk, is encouraged to visit and examine the **Sites**, and its surroundings

where the **Works** are to be executed and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the **Works**.

8.2 Pre-bid Conference

There will be a pre bid conference and site visit for the bid. It will be held in EPC's Main Office in Level 5 of Tui Atua Tupua Tamasese Efi Building in Apia at 10 am on 17 July, 2017. Site visit and inspection of Maagiagi roads and Fiaga road will follow immediately after the pre-conference. Bidders or their representatives are invited to attend. Pre-bid conference is highly recommended (but not compulsory) to collect information and answers any questions or issues raised as well as finding out what spare parts are required for the major overhaul.

The pre-tender conference is aimed at providing clarifications and to answer any question arising during the preparation of bids.

The minutes of the pre-bid conference, including the questions asked and responses given, together with responses prepared after the meeting will be sent without delay to all bidders having purchased or received the bidding documents. Any modification to the bidding documents that may be necessary as a result of the pre-bid conference shall be made by the Employer by preparing and submitting an amendment in accordance with the terms of article 11 of these Instructions.

B. BIDDING DOCUMENTS

9. Content of Bidding Documents

- 9.1 The Bidding Documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause 11:
- (h) Invitation for Bid
 - (i) Instruction to Bidders (Section I)
 - (j) Bid Data Sheet (Section II)
 - (k) All the documents listed in the Appendix (Section III)
 - (l) All sample forms listed in Section V
 - (m) Any other document listed in the **BDS** as forming part of

the Bidding Documents.

(n) Appendix 1 – Employer's Requirements / Technical Specification

(o) Letter of Bid and Bid Form for Bill of Quantities (Appendix 2).

9.2 The "Invitation for Bids" is included. In case of discrepancies between the Invitation for Bids and the Bidding Documents listed in the preceding sub-clause, said documents will take precedence.

10. Clarification of Bidding Documents

10.1 A prospective bidder requiring any clarification of the Bidding Documents shall contact the **Employer** in writing at the Employer's address indicated in the **BDS**. The **Employer** will respond in writing in the form of an addendum to any request for clarification received no later than seven (7) calendar days prior to the deadline for submission of bids. Copies of the Employer's response shall be forwarded to all Bidders who took documents. Documents, including a description of the inquiry, but without identifying its source. Bidders must acknowledge in writing that they received clarifications.

11. Amendment of Bidding Documents

11.1 At any time prior to the deadline for submission of bids, the **Employer** may amend the Bidding Documents by issuing Addendum.

11.2 Any Addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents.

11.3 Any other additional questions after pre bid conference must be submitted to EPC in writing prior to ten (10) working days before closing of bid. EPC will issue addendum to bidders with answers to these questions. Bidders must acknowledge in writing receiving all addendum.

11.4 To give prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the **Employer** may extend the deadline for submission of bids.

C. PREPARATION OF BIDS

12. Language of Bid

12.1 The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the **Employer**, shall be

written in the language specified in the Appendix.

**13. Documents
Comprising the
Bid**

- 13.1 The bid submitted by the bidder shall comprise the original and one copy of the following:
- (a) Duly filled-in Offer and Appendix sections of the Agreement;
 - (b) Priced Bill of Quantities or priced Schedule of Rates; signed by bidder's authorized person.
 - (c) List of standard or consumable parts with prices to be supplied by bidder to complete overhaul from the pre-bid and site inspection; (Not Applicable)
 - (d) List of major spare parts with prices that may possibly be required to complete the overhaul after the workshop inspection or thorough inspection on site if bidder prefers to overhaul the generator on site. (Not Applicable).
 - (e) Time schedule of total Works from commencement, inspection, to acceptance tests.
 - (f) Alternative offers, are not acceptable;
 - (g) Written power of attorney authorizing the signatory of the bid to commit the bidder;
 - (h) Information on qualification of the bidder;
 - (i) Any additional information required to be completed and submitted by bidders as specified in the **BDS**.
 - (j) Bid security.
 - (k) Methodology proposal to perform Works.

14. Bid Prices

- 14.1 The Contracts shall be for the whole **Works per Lot**, summarized in the **BDS**, and based on the priced Bill of Quantities and priced Schedule of Activities submitted by the bidder. Lump sum price for each lot shall be broken down in accordance with BOQ and related materials supplied to complete the Works and labor.
- 14.2 The **Contracts** do not include a price adjustment clause and, rates and amounts quoted by the bidder shall be firm for the duration of the **Contracts**.

- 14.3 There are three (3) bid lots. Bidders can bid for one, or more lots. Bid lots are: Lot1 Maagiagi village to FOF headpond access road, Lot 2 is new road FOF power station, and Lot 3 is rehab of Fiaga access road.
- 15. Currency of Bid** 15.1 Prices shall be quoted by the bidders in Samoan Tala and/or up to two other currencies.
- 16. Period of Validity of Bids** 16.1 Bids shall remain valid for the period stipulated in the **BDS** after the date of bid submission specified in Sub-Clause 20.1. A bid valid for a shorter period shall be rejected by the **Employer** as non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the period of validity of bids, the **Employer** may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to modify its bid.
- 17. Alternative Proposals by Bidders** 17.1 Bidders shall submit bids that comply with the requirements of the Bidding Documents and **Technical Specification**. Alternative bids will not be considered.
- 18. Format and Signing of Bid** 18.1 The bidder shall prepare one original of the documents comprising the bid as described in Clause 13 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.
- 18.2 The original and the copy 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.
- 18.3 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.

D. SUBMISSION OF BIDS

19. Sealing and Marking of Bids

19.1 The bidder shall seal the original and the copy of the each bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPY”.

19.2 The inner and outer envelopes shall:

- (a) be addressed to the TENDER'S BOARD, LEVEL 4, CENTRAL BANK BUILDING at the address provided in the BDS. Envelope shall be marked: “the rehabilitation of access roads to the Fale-ole-Fe'e (FoF) Headpond and Fiaga Diesel Power Station; and the construction of the new access road to the FoF Powerhouse”.
- (b) bear the name and identification number of the Contract in accordance with Sub-Clause 1.1; and
- (c) Provide a warning not to open before the specified time and date for bid opening as defined in the Sub-Clause 23.1.

19.3 In addition to the identification required above, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.

19.4 If the outer envelope is not sealed and marked as above, the **Employer** will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for Submission of Bids

20.1 Bids shall be delivered to the **Government Tender's Board** at the address specified above no later than the time and date specified in the **BDS**.

20.2 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.

21. Late Bids

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

22. Modification and Withdrawal of

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline for submission of bids.

Bids

- 22.2 Each bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked 'MODIFICATION' or 'WITHDRAWAL', as appropriate.
- 22.3 No bid may be modified after the deadline for submission of bids.
- 22.4 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.

E. BID OPENING AND EVALUATION

23. Bid Opening

- 23.1 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**.
- 23.2 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.
- 23.3 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.
- 23.4 The **Employer** will prepare minutes of the bid opening, including the information disclosed to those present.
- 23.5 Bids not opened and read out at bid opening shall not be further considered for evaluation, irrespective of the circumstances.

24. Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

25. Clarification of Bids

- 25.1 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 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 in accordance with Clause 28.

26. Contacting the Employer

- 26.1 No bidder shall contact the **Employer** on any matter relating to its bid from the time of the bidding opening to the time the **Contract** is awarded. If the bidder wishes to bring additional information to the notice of the **Employer**, it should do so in writing.
- 26.2 Any effort by the bidder to influence the **Employer** in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidders' bid.

27. Examination of the Bids and Determination of Responsiveness

- 27.1 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.
- 27.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the Bidding 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.
- 27.3 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.

28. Correction of Errors

- 28.1 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.
- (c) 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.

28.2 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.

29. Evaluation and Comparison of Bids

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

29.2 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 17; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.4.

29.3 The **Employer** reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the **Employer** will not be taken into

account in bid evaluation.

29.4 The Evaluation Criteria of Bids is based on lowest responsive bids for each lot.

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

Experience – 3 or more years of experience working on heavy civil work like hydro plants.

Price – Total lump sum price to perform each Lot. Bid prices shall be in Samoan Tala.

F. AWARD OF CONTRACT

- | | |
|---|---|
| 30. Award Criteria | 30.1 Subject to Clause 31 the Employer will award the Contracts to the bidder(s) with lowest and substantially responsive bids to the Bidding Documents and Addendum, provided that such bidders have been determined to be (a) eligible in accordance with the provisions of Clause 4, and (b) qualified in accordance with the provisions of Sub-Clause 5.2. |
| 31. Employer's Right to Accept any Bid and to Reject any or all Bids | 31.1 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 bidder. |
| 32. Notification of Award and Signing of Agreement | 32.1 Having decided which bids to accept, the Employer will sign the original and the copies 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 Contracts will come into effect upon receipt by the bidders' of his copy. |
| 33. Bid Security | <p>33.1 If stated in the BDS, the bidder shall furnish a bid security as part of its bid. A form of Bid Security is provided in Section V.</p> <p>33.2 The attention of the bidders is drawn to Sub-Clause 4.4 of the General Conditions in regard to the requirements, if any, for performance security under the Contract.</p> <p>33.3 The attention of the bidders is also drawn to Sub-Clauses 11.3, 11.4, 11.5 in regard to retention under the Contract.</p> |
| 34. Award Inquiries | 34.1 The Employer will promptly notify the name of the winning |

and Challenges

bidder(s) to each unsuccessful bidder.

- 34.2 If after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request in writing to the **Employer**. The **Employer** will promptly respond in writing to the unsuccessful bidder.
- 34.3 If the **Employer** does not respond within seven days or if the bidder is not satisfied with the explanation given and wishes to seek a meeting with the Tenders Board, it may do so by submitting such a request in writing to the Secretary of the Tenders Board, who will arrange a meeting. In this discussion, only the bidder's bid can be addressed and not the bids of the competitors; however, information regarding the winner's bid may also be disclosed when necessary to provide an adequate explanation of the reasons of the award decision taking into consideration the confidentiality considerations as stated in paragraph 3.52 of the Guidelines.
- 34.4 An unsuccessful bidder who is not satisfied with the explanation and explanation obtained pursuant to the above paragraph may submit a challenge within seven days. Any tender challenges will be conducted under the tender challenge system that complies with the terms set forth in the Procurement Guidelines for Works and Goods issued by the Tenders Board.

Section II. Bid Data Sheet

ITB Clause	Item	Data		
A. GENERAL				
1.1, 14.1	Summary of Works	The rehabilitation of access roads to the Fale-ole-Fe’e (FoF) Headpond and Fiaga Diesel Power Station; and the construction of the new access road to the FoF Powerhouse		
	Name of Contract	Rehabilitation of access roads to the Fale-ole-Fe’e (FoF) Headpond and Fiaga Diesel Power Station; and the construction of the new access road to the FoF Powerhouse		
	Identification number of the Contract	SAM EPC 28/2017		
5.1	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 ;		
	(b) number of projects of same 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.		
<table><tr><th>Equipment</th><th>Minimum Qty</th></tr></table>			Equipment	Minimum Qty
Equipment	Minimum Qty			

Bitumen Spray	1 set
Excavators	3
Tipper Trucks	2
	2
Dewater pumps	2
Concrete mixer	1
Crane	1

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

See Section 29.4

(e) minimum required cash flow amount

60% of contract amount

8.1

Site Visit

Tenderers' representatives are invited to attend an optional site visit which will take place immediately after prebid conference at 10am on July 17, 2017.

8.2

Pre-bid Conference

Pre-bid conference which will be held at EPC's conference room in Tuiatua Tupua Tamasese Efi Building, Level 5, Apia on July 17th, 2017 at 10am.

B. BIDDING DOCUMENTS

9.1(d)

Additional documents forming

Employer's Requirements or Technical

	part of the Bidding Documents	<u>Specification (Appendix 1)</u>
10.1	Employer's address for the purpose of clarification of Bidding Documents	<u>EPC PMU office, Level 5, Tuiatua Tupua Tamasese Efi's Building, Soqi</u>

C. PREPARATION OF BIDS

13.1(f)	Additional information to be submitted by bidders	<u>Firm experiences for this kind of work and resume of personnel to perform the work.</u>
14.1	(see 1.1 above)	
16.1	Period of validity of bids	120 days
17.1	Consideration of alternative proposals	Not applicable

D. SUBMISSION OF BIDS

19.2	Employer's address for the purpose of bid submission	<u>Tender's Board, Ministry of Finance, Level 4, CBS Building.</u>
<u>20.1</u>	<u>Deadline for submission of bids</u>	<u>Time: 10:00 am</u> <u>Date: July 31st, 2017</u>
20.2	Use bid forms in Appendix 2	

E. BID OPENING AND EVALUATION

23.1	Venue, time, and date of bid opening	<u>Time/Date: 11:00 am July 31st, 2017</u> <u>At Tender's Board Room, Level 4, CBS Building</u>
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F. AWARD OF CONTRACT

33.1	Bid Security:
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	Amount	<u>SAT\$ 2,000.00 (or equivalent currency) per Lot</u>
33.2	Performance Bond	Contractor shall provide EPC with a Performance Bond for the amount of 20% of contract amount.
33.3	Bank Guarantee	Contractor shall provide EPC with a bank guarantee for full amount of 10% advance payment of the contract.

Section III. FIDC's Short Form of Contract

AGREEMENT

SHORT FORM OF CONTRACT

GENERAL CONDITIONS

NOTES FOR GUIDANCE

FOREWORD

These Conditions of Contract have been prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) and are recommended for engineering and building work of relatively small capital value. However, depending on the type of work and the circumstances, the Conditions may be suitable for contracts of greater value. They are considered most likely to be suitable for fairly simple or repetitive work or work of short duration without the need for specialist sub-contracts.

The main aim has been to produce a straightforward flexible document which includes all essential commercial provisions and which may be used for all types of engineering and building work with a variety of administrative arrangements. Under the usual arrangements for this type of contract, the Contractor constructs the Works in accordance with specification of Works provided by the Employer in this bid. However, this form may also be suitable for contracts which include, or wholly comprise, contractor-designed civil, mechanical and/or electrical works.

In addition, the Employer has a choice of valuation methods. Furthermore, although *there is no reference to an impartial Engineer*, the Employer may appoint an independent Engineer to act impartially, should he wish to do so.

The intention is that all necessary information should be provided in the Appendix to the Agreement, the latter incorporating the bidder's offer and its acceptance in one simple document. The General Conditions are expected to cover the majority of contracts. Nevertheless, users will be able to introduce Particular Conditions if they wish, to cater for special cases or circumstances. The General Conditions and the Particular Conditions will together comprise the Conditions governing the rights and obligations of the parties.

To assist in the preparation of tender documents using these Conditions, Notes for Guidance are included. These Notes will not become one of the documents forming the Contract.

The attention of users is drawn to the FIDIC publication "Tendering Procedure", which presents a systematic approach to the selection of tenderers and the obtaining and evaluation of tenders.

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Particular Conditions

Agreement No: SAM EPC 28/2017

The Employer is ELECTRIC POWER CORPORATION

The Contractor is: _____

The Employer desires the execution of certain Works known as “the rehabilitation of access roads to the Fale-ole-Fe’e (FoF) Headpond and Fiaga Diesel Power Station; and the construction of the new access road to the FoF Powerhouse.”

OFFER

The Contractor has examined the documents listed in the Appendix which forms part of this Agreement and offers to execute the Works in conformity with the Contract for the sum of -

SAT\$_____ (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 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 understands that the Employer is not bound to accept the lowest or any offer received for the Works.

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'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. This Agreement comes into effect on the date when the Contractor receives one original of this document signed by the Employer.

Signature:

Date: _____

Name:

Authorised to sign on behalf of: Electric Power Corporation

Pepe Fiaailetoa Christian Fruean

Chairman of EPC Board of Directors

Sua Hellene Wallwork Lamb

Director, EPC Board of Directors

APPENDIX

This Appendix forms part of the Agreement.

(Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer)

Item	Sub-Clause	Data
Documents forming the Contract listed in the order of priority (to be filled in by the Employer)	1.1.1	
Document		Document Identification
(a) The Agreement		SAM EPC- 28/2017
(b) Particular Conditions.		
(c) General Conditions		
(d) Employer's Requirements		See Technical Specification (Appendix 1)
(e) The Drawings		Existing facilities
(f) The Contractor's tendered design (if required by the Employer)		
(g) The bill of quantities		Refer to Appendix 2
(h) (insert as applicable)		
(i) (insert as applicable)		
Time for Completion	1.1.9	(i) Access to FoF Headpond - 5 months; (ii) Access to Fiaga Diesel Power Station - 1 month; (iii) New access to FoF PH -5 months.
Language	1.5	English
Provision of Site (The Employer shall provide the Site and right of access thereto at times stated herein)	2.1	(i) Access to FoF Headpond (ii) Access to Fiaga Diesel Power Station (iii) Access to FoF PH
Authorized person	3.1	EPC General Manager

Name and address of Employer's representative	3.2	Project Manager, PMU EPC 5 th Floor, TTTE Building Sogi, Apia Email - <i>perelini48@gmail.com</i>
Performance security: * (The Contractor shall deliver to the Employer within 14 days of the Commencement Date a performance security)		20% of contract price (per Lot)
Amount	4.4	SAT_____
Form	4.4	____ A bank guarantee is required
Requirements for Contractor's inspection report	5.1	Inception report
Programme:		
Time for submission (number of days that must be at minimum 10 days after Agreement date).	7.2	Within 10 days after Commencement Date.
Form of programme (example: bar chart, MS Project. To be submitted by Contractor)	7.2	Bar Chart or MS Project
Liquidated Damages - Amount payable due to failure to complete (eg, Employer to specify a daily liquidated damage representing 1/2000 th of the amount of the whole Contract)	7.4	1/2000 th of contract price per day up to a maximum of 10%* of sum stated in the Agreement
Period for notifying defects	9.1 & 11.5	365 days* calculated from the date stated in the notice under Sub-Clause 8.2
Variation procedure		

Day work rates 10.2 (e). SAT _____
(if the Employer so instructs, at
day work rates submitted by
Contractor)

Valuation of the Works Based on prices of any additional parts

Lump sum Price 11.1 SAT _____

Unit Prices with tender bill of 11.1
quantities

None

NA

See below

Type of cover

The Works, Materials, Plant and fees

Contractor's Equipment

Third Party injury to persons and damage to property

Workers

Other cover

General Conditions

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 Appendix.
	1.1.2	"Specification" means the document as listed in the Appendix, 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 Appendix, and any Variation to such drawings.
Employer	1.1.4	"Employer" means Electric Power Corporation on behalf of Government of Samoa.
	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 14 days after the date the Agreement comes into effect or any other date agreed between the Parties.
	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 Appendix (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 Contract as forming part of the Site.
- 1.1.18 **"Variation"** means a change to the Specification and /or Drawings (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 Contractor including temporary work and any Variation

1.2 Interpretation

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

1.4 Law

The law of the Contract is the Law of the Independent State of Samoa.

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 Appendix and shall not be unreasonably withheld or delayed.

1.6 Statutory Obligations

The Contractor shall comply with the laws of Independent State of Samoa. The Contractor 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 Appendix.

2.2 Permits and Licenses

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Employer's Instructions

The Contractor 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 Appendix, 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 Appendix, or notified by the Employer to the Contractor from time to time. The Employer shall notify the Contractor of the delegated duties and authority of this Employer's

representative.

4 The Contractor

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor 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 Contractor 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 Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 Performance Security

If stated in the Appendix, the Contractor 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 Contractor shall carry out design to the extent specified, as referred to in the Appendix. The Contractor 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 Contractor 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 Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his tendered 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) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees, affecting the Site and/or the Works,
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
- e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,
- g) design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, and
- h) any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions.
- i) Force Majeure,
- j) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure,
- k) any failure of the Employer,
- l) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the Contractor immediately notified to the Employer,
- m) any delay or disruption caused by any Variation,
- n) any change to the law of the Contract after the date of the Contractor's offer as stated in the Agreement,
- o) 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
- p) damaged which is an unavoidable result of the Contractor's obligations to execute the Works and to remedy any defects.

7 Time for Completion

7.1 Execution of the Works

The Contractor 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 Appendix, the Contractor shall submit to the Employer a programme for the Works in the form stated in the Appendix.

7.3 Extension of Time

Subject to Sub-Clause 10.3, the Contractor 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 Contractor and shall extend the Time for Completion as appropriate.

7.4 Late Completion

If the Contractor 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 Appendix for each day for which he fails to complete the Works.

8 Taking Over

8.1 Completion

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

8.2 Taking-Over Notice

The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor 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 Contractor 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 Appendix, notify the Contractor of any defects or outstanding work. The Contractor 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 Contractor 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

Appendix for which the Contractor 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 Project Manager fills in the Variation Order. The Variation Order is submitted to the Procuring Entity for its approval accompanied by the following documents:

Justification by the designer or the Contractor 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 Project Manager.

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 Contractor 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 Contractor incurs any Cost as a result of any of the Employer's Liabilities, the Contractor 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 Contractor shall submit to the Employer an itemized make-up of the value of Variations and claims within 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 Appendix, 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 28 days prior to the latest date for submission of bids.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

a) the value of the Works executed, subject to any additions or deductions which may be due.

The Contractor 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:

- 10% of contract amount advance payment on signing of contract by both parties and receiving by Employer of the bank guarantee to the amount of the advance.
- 30% on completion of works;
- 30% on completion of Works
- 30% after substantial completion
- 10% retention shall be deducted from all progress payments except for advance payment.
- 50% of retention will be released on substantial completion of all Works and issue Certificate of Completion by Employer.
- Remainder of retention, or 50%, will be paid after six (6) months of Defect Maintenance Period.

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

11.4 Interim Payments

Within 30 days of delivery of each statement, the Employer shall pay to the Contractor the amount shown in the Contractor's statement less retention at the rate stated in the Appendix, 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.

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

One half of the retention shall be paid by the Employer to the Contractor within 14 days after substantial completion of Works and issue of Certificate of Completion by Employer

11.6 Payment of Second Half of

The remainder of the retention shall be paid by the Employer to the Contractor within 14 days after expiry of the six (6) months Defect

Retention Maintenance Period as stated in the Appendix, or the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later. Not Applicable.

11.7 Final Payment

Within 42 days of the latest of the events listed in Sub-Clause 11.5 above, the Contractor 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 Contractor 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 Samoan Tala and all payments made in accordance with the Contract shall be in Samoan Tala.

11.9 Delayed Payment

The Contractor shall be entitled to interest at the rate stated in the Appendix for each day the Employer fails to pay beyond the prescribed payment period. Interest is calculated monthly.

12 Default

12.1 Default by Contractor

If the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 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.

“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 Contractor 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 Contractor 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 Contractor may by a second notice given within a further 21 days, terminate the Contract. The Contractor 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 Contractor 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 Payment upon Termination

After termination, the Contractor 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 Contractor 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 Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor 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.

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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Appendix.

The policies shall be issued by insurers and in terms approved by the Employer. The Contractor 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 Contractor 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 Contractor 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 the competent courts, which shall rule in accordance with the current regulations of the Independent State of Samoa on contract disputes.

16 General Indemnity

16.1

The Contractor agrees to indemnify the Employer from and against any:

- (a) Liability incurred by the Contractor 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 Contractor 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

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ALL SUB-CLAUSES TO BE COMPLETED

Section IV. Particular Conditions

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

Section V. Sample Forms

A.1.a) MODEL FORM FOR INFORMATION ABOUT THE TENDERER

Tender number and title: SAM EPC 28/2017

Name (or company's name) of Tenderer:
Legal status :
Registration Number:
Bank account number, name and address of the bank:
Person duly authorized to represent the Tenderer: 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:

A.1.b) ADDITIONAL INFORMATION WHEN THE TENDERER IS A JOINT VENTURE

Tender 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) above]*

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 TENDERER 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 Tenderer and each member of a Joint Venture must fill the form below]

Name or Company Name of the Tenderer: _____

Date: _____

Or

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

Tender number and title: _____

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

1. Financial information in Samoan Tala or US Dollars 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 Tenderer 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 Tenderer 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 Tenderer and, in case of a Joint Venture each member of the Joint Venture, must fill the form below]

Name or Company Name of the Tenderer: _____

Date: _____

Or

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

Tender 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/Ariary			

Turnover before tax (works of same nature) during past three years

	FY.....	FY	FY
Total in Samoan Tala			

A.4 Experience of Tenderer for contracts of the same nature 1

<p>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></p>	
<p>Value of the executed contract (in Samoan Tala):</p> <p>In case of a Joint Venture, specify the Tenderer's contribution of the total contract sum</p> <p><i>(State the contract sum in Samoan Tala)</i></p> <p><i>(State the percentage of this sum executed by the Tenderer) _____ %</i></p>	
<p>Name and coordinates of the Contracting Authority:</p>	
<p>Country</p>	<p>Start date:</p> <p>End date:</p>

¹ Fill 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.

D - MODEL FORM OF JOINT VENTURE AGREEMENT

Between

Name of the Bidder

Address

Name of the authorized representative²

And

Name of the Bidder

Address

Name of the authorized representative¹

And³

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 tender number]* entitled. *[insert the title]*
2. The *[number]* parties are jointly and severally liable with respect to MCA-Madagascar 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 principal go-between for MCA-Madagascar.

² The 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

³ All members of the Consortium must be reproduced on this list and sign the document as acceptance

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.

Agreed by

<i>[Name of the Bidder]</i>	<i>[Name of the Authorized Signatory]</i>	<i>[Title of the Authorized Signatory]</i>
-----------------------------	---	--

Date:

Signature

<i>[Name of the Bidder]</i>	<i>[Name of the Authorized Signatory]</i>	<i>[Title of the Authorized Signatory]</i>
-----------------------------	---	--

Date:

Signature

<i>[Name of the Bidder]</i>	<i>[Name of the Authorized Signatory]</i>	<i>[Title of the Authorized Signatory]</i>
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Form of Bid Security (Bank Guarantee)

_____ (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 Contractor 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 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 USDollars (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 Contractor is in breach of its obligation under the Contract because the Contractor 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 Contractor 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 Contractor 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."*

APPENDIX 1

EMPLOYER'S REQUIREMENTS

Background Information

The works detailed herein are for the rehabilitation of major road infrastructure to important EPC Power generation facilities. The major damages observed on the roading infrastructure are a direct result of natural disasters experienced by Samoa in the past and also poor routine maintenance throughout the years. The access roads will not only facilitate access for EPC but also forms an integral part of EPC's community involvement in helping communities become more resilient towards the effects of climate change.

The works detailed in this tender are divided into 3 lots

- **Lot 1** is the rehabilitation of the access road to FoF Headpond
- **Lot 2** is the rehabilitation of the access road to the Fiaga Diesel Power Station
- **Lot 3** is the construction of the new access road to the FoF Power Station

These are the 3 bid lots in this single bid. Bidders can bid for one, two or all three lots. Separate contracts will be awarded.

LOT 1



Rehabilitation of the Access Road to theFale-ole-Fee Headpond

1.0. Background Information

Prior to cyclones Ofa and Val a sealed access road to the FoF headpond existed. There still remains small sections along the access road that are sealed with the most part being damaged by subsequent weathering through floods and other extreme weather events. Currently, there is 3.8km of unsealed access to the FoF headpond.

2.0. Existing Facilities

Any damages to the existing facilities expressed hereunder shall be the contractor's responsibility. All costs to remediate damages incurred shall be borne by the contractor.

2.1. Magiagi Drinking Water Supply

A 100mm DIA transmission line for the Magiagi village is laid in parallel to the east of the access road. The waterline is made up of a combination of PVC pipes and mild-steel sections with some sections buried at shallow depths often with little to no cover. Further to this; there are an undetermined number of 6.35mm distribution lines traversing the access road to cater for families on the western side of the access road.

The contractor shall pay close attention to the village water supply to ensure no damages occur before, during, or after construction.

2.2. EPC Penstock

The EPC penstock lies parallel aboveground to the access road immediately to the west. The penstock is spirally welded with pipe sections ranging from 740mm DIA to 640mm DIA. The pipes are supported by concrete pedestals at every 6m intervals joined by Gibault couplings. The contractor shall exercise extra caution when operating heavy machinery in the vicinity of the penstock due to high working pressures within.

2.3. EPC Fiber Optic Cable and Low Voltage Overhead Lines

A fiber optic cable is located approximately 2.2m from the centerline of the penstock to the east. The optic cable is an integral part of EPC's SCADA system and its failure will have severe consequences on the controlling capability of the National Control Center. The cable is bedded at a depth of 500mm below existing grade.

A low voltage single phase distribution network is also located in the vicinity of the access road. Operators of heavy machinery shall exercise caution while operating equipment near the electrical network.

3.0. Scope of Works

Works covered under this Lot 1:

1. Strip 6m of the existing access road, measured 3m either side of the centerline
2. Grade, level, and compact the existing sub-base of the road
3. Establish a new 150mm base course layer (Grade at 2% on either side of the CL and compact to 95% of its MDD)
4. Establish 400mm V-drains on either side of the access road
5. Install 41 driveway concrete culverts (3 x 300mm DIA x 1200mm per driveway)
6. Seal the newly formed base course with a single coat chip seal (10mm Aggregate with a bitumen application rate of $0.001\text{m}^3/\text{m}^2$)
7. Provision of 1 x 4.5kg Clegg Hammer
8. Provision of 1 x Level Surveying equipment

3.1. Stripping of Site

- The contractor shall remove all excess vegetation within the 6m easement of the access road. The 6m section shall be measured from the access road centerline with a 3m provision on either side.
- All waste materials shall be disposed at a location proposed by the contractor subject to the Project Manager's approval.

3.2. Sub-Base Preparation

- The contractor shall grade and level the existing sub-base, removing all excess tar seal from the previous access road and removing excess rutting. The sub-base preparation shall extend to 2.1m on either side of the centerline.
- The contractor shall compact the existing sub-base until 95% of its MDD is achieved.
- Prior to the placing of the base course layer the contractor shall sweep the entire sub-base section to ensure the removal of all fines and organic material.

3.3. Base Course Preparation

- The contractor shall submit to the project manager the particle size distribution of the proposed base course material together with its Maximum Dry Density. The material for the base course shall be well-graded crushed rock within an envelope of 2.36mm to $75\mu\text{m}$ with less than 5% fines.
- The contractor shall place and compact the 150mm layer of base course until 95% of its maximum dry density is achieved
- The contractor shall profile the crown to the shoulders to have a 2% crossfall to accommodate for run-off dissipation.

3.4. Establish V-Drains along the Access Road

- The contractor shall excavate a 400mm V-drain along both sides of the access road for its full length.

3.5. Install Driveway Culverts

- The contractor shall excavate 41 driveways and install 3 x 300mm DIA concrete culverts for each driveway. Length of a single culvert shall not be more than 1.2m.

3.6. Single Coat Chip Seal

- The Contractor shall sweep the entire base course layer with revolving brushes to remove all fines and organics on the base course layer
- Prior to sealing the contractor shall conduct a nuclear Densometer test at every 250m interval to confirm the level of compaction is achieved
- The bitumen truck shall be maintained at a constant temperature of 180°C. The application rate from the bitumen nozzle rack shall not be less than 0.001m³/m².
- The aggregate used shall be 10mm with all excess moisture removed. The aggregate shall be applied to cover all the bitumen applied to the base course. The width of the seal is 3.2m.

3.7. Clegg Hammer

- The contractor shall supply 1 x 4.5kg Clegg hammer for the project for insitu tests along the access road.

3.8. Level Surveying Equipment

- The contractor shall supply 1 x level surveying equipment complete with a level theodolite and a level staff to be used for the project.

4.0. PROGRAMMING OF THE WORKS

4.1. Site Handover

The Employer will be responsible for handing over the site to the contractor. All communications with the village will be undertaken by the Employer. Any land disputes that arise from the project will be undertaken by the employer.

4.2. Completion of the Works

The Contractor shall complete the Works within 5 months from the effective date.

5.0. PROGRAM AND REPORT

5.1. Program

The Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works with bar chart. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

5.2. Detailed Sub-Program

The Contractor shall submit to the Project Manager for approval the Detailed Sub-Program 10 days prior to carrying out the implementation of each Activity of the Works.

The Detailed Sub-Program shall include methodology, measures, materials, machines, treatment of sediments and wastes, location of disposal areas and so forth

5.3. Report with Pictures

The contractor shall report to the Project Manager with pictures of the situation before implementation and completion of the Works.

6.0. Treatment for the concrete structures

6.1. Proper Mix Proportion

The contractor shall submit mix proportion of fresh concrete to satisfy the requirement of the strength of 20 N/mm² as well as showing the supply source of aggregate to the Project Manager before each concrete works for approval. Mix proportion shall be shown unit contents of each material per concrete of 1 m³ by mass.

6.2. Surface Treatment

Before placing the fresh concrete, the surface of old concrete/masonry structures shall be sufficiently moistened and coated with rich cement paste or epoxy resin, after chipping with tools and roughening the surface with wire brush

6.3. Placing Concrete

During placing concrete, the new concrete shall be compacted by vibration so that it adheres sufficiently to the old concrete. In addition, after placing, the new concrete shall be re-vibrated.

6.4. Time Restriction of Placing Concrete

Placing fresh concrete shall be finished within 30 minute after mixing by batching equipment.

7.0. Reuse and disposal of sediments/materials/wastes

7.1. Disposal Areas

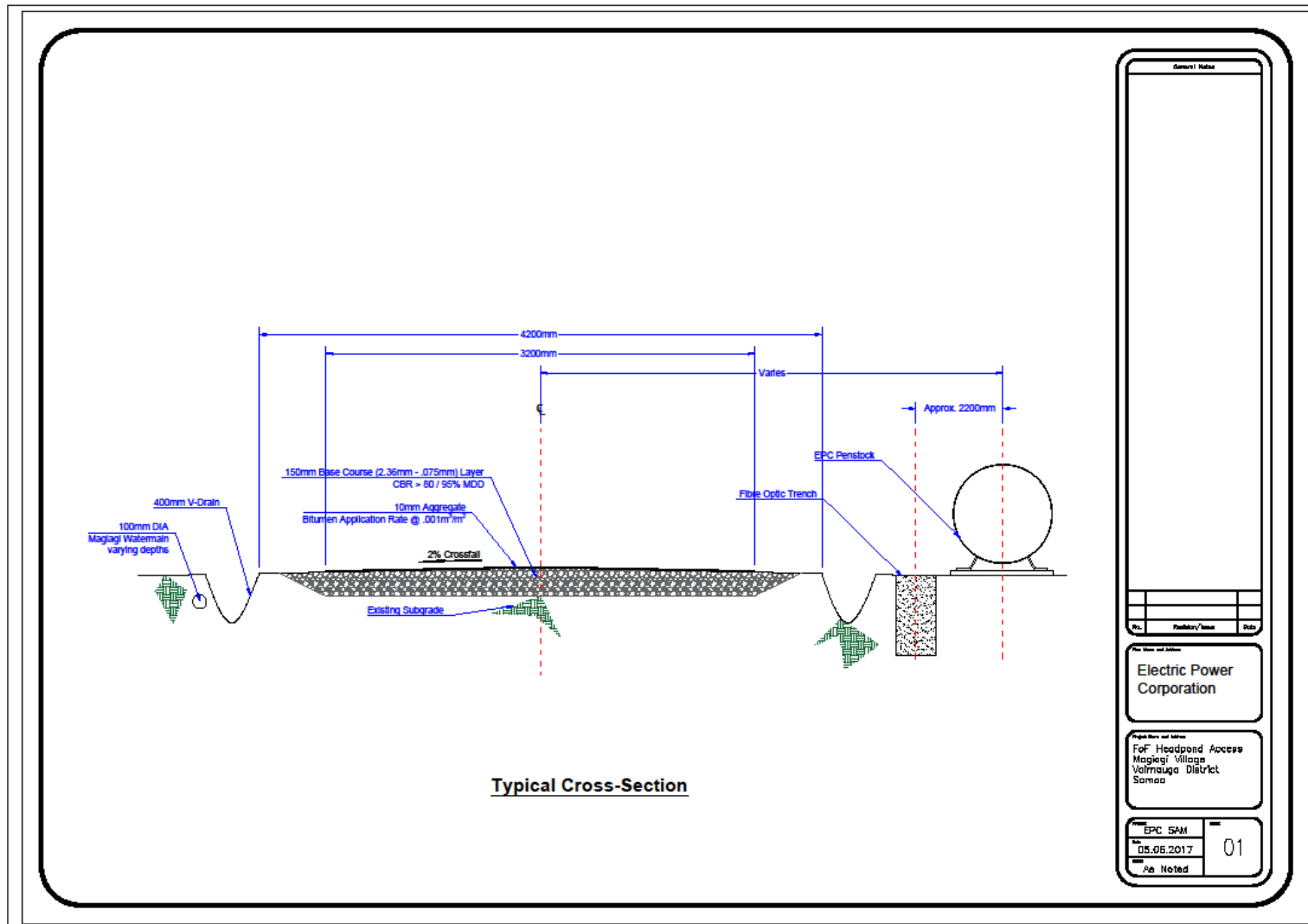
The Contactor shall submit disposal areas of sediments/ surplus materials /waste and treatment of those final figures to the Project Manager for approval.

8.0. Prohibition of the damage to the existing structures

8.1. Damage to Existing Facilities

The Contractor shall not damage the existing facilities. The contractor shall report to the Project Manager and repair by own expense if he would damage the existing facilities.

9.0. Appendix 1



LOT 2



Rehabilitation of the Access Road to the Fiaga Diesel Power Station

1.0. Background Information

The Fiaga Access Road was constructed in 2010 to facilitate access and moving of generation equipment to the newly built Fiaga Diesel Power Station. The access road is a dual coat chip seal (14mm primary and 10mm secondary). With the recent heavy rainfall events, all the scour points and culvert crossings have been inundated with sediment. This consequently has resulted in the washing away of the seal at various locations with considerable damage at corners 3 and 4 of the access road which require complete stripping and resealing.

2.0. Existing Facilities

Any damages to the existing facilities expressed hereunder shall be the contractor's responsibility. All costs to remediate damages incurred shall be borne by the contractor.

2.1. 33kV and 22kV Underground

A 22kV and 33kV transmission line lies within the vicinity of the project site. Both lines lie to the south of corner 3 and bedded at 1.2m below ground level. The transmission lines feed the Fuluasou National Control Center from the Generation at the Fiaga Diesel Station.

2.2. 150mm Booster Pump Water main

The water supply supplementing the cooling and potable water at the Fiaga Diesel Power Station is fed through a PN12 PVC line lying to the south of Corner 3. The PVC line is buried at 600mm below ground level.

2.3. EPC Fiber Optic Cable

A fiber optic cable is located approximately 600mm below finished ground level and follows the route of the 33kV and 22kV transmission and distribution line. The optic cable is an integral part of EPC's SCADA system and its failure will have severe consequences on the controlling capability of the National Control Center.

3.0. Scope of Works

Works covered under this Lot 2:

1. Rehabilitation of Corner 3
2. Rehabilitation of Corner 4
3. Rehabilitation of the open channel interceptor at corner 3

3.1. Rehabilitation of Corner 3

- The contractor shall saw cut the full width of the road measured 15m (on both sides of the corner i.e. 30m in total length) from the center of the inner radii of corner 3.
- The contractor shall strip away all the existing seal between the 2 cuts and excavate to a depth no greater than 200mm to the sub-base material.
- The contractor shall thoroughly compact the sub-base material ensuring no less than 10 passes with a 10 ton vibro- roller at each section
- The contractor shall submit to the project manager the particle size distribution of the proposed base course material together with its Maximum Dry Density. The material for the base course shall be well-graded crushed rock within an envelope of 2.36mm to 75µm with less than 5% fines.
- The contractor shall place and compact the 200mm layer of base course until 95% of its maximum dry density is achieved
- The contractor shall profile the crown to the shoulders to have a 2% crossfall to accommodate for run-off dissipation.
- The Contractor shall sweep the entire base course layer with revolving brushes to remove all fines and organics on the base course layer
- The bitumen truck shall be maintained at a constant temperature of 180°C. The application rate from the bitumen nozzle rack for the primary layer shall not be less than 0.0014m³/m².
- The aggregate used shall be 14mm with all excess moisture removed. The aggregate shall be applied to cover all the bitumen applied to the base course. The width of the seal 8m
- The application rate from the bitumen nozzle rack for the primary layer shall not be less than 0.001m³/m².
- The aggregate used shall be 10mm with all excess moisture removed. The aggregate shall be applied to cover all the bitumen applied to the base course. The width of the seal 8m

3.2. Rehabilitation of Corner 4

- . The contractor shall saw cut the full width of the road measured 15m (on both sides of the corner i.e. 30m in total length) from the center of the inner radii of corner 4.
- The contractor shall strip away all the existing seal between the 2 cuts and excavate to a depth no greater than 200mm to the sub-base material.
- The contractor shall thoroughly compact the sub-base material ensuring no less than 10 passes with a 10 ton vibro- roller at each section
- The contractor shall submit to the project manager the particle size distribution of the proposed base course material together with its Maximum Dry Density. The material for the base course shall be well-graded crushed rock within an envelope of 2.36mm to 75µm with less than 5% fines.
- The contractor shall place and compact the 200mm layer of base course until 95% of its maximum dry density is achieved
- The contractor shall profile the crown to the shoulders to have a 2% crossfall to accommodate for run-off dissipation.

- The Contractor shall sweep the entire base course layer with revolving brushes to remove all fines and organics on the base course layer
- The bitumen truck shall be maintained at a constant temperature of 180°C. The application rate from the bitumen nozzle rack for the primary layer shall not be less than $0.0014\text{m}^3/\text{m}^2$.
- The aggregate used shall be 14mm with all excess moisture removed. The aggregate shall be applied to cover all the bitumen applied to the base course. The width of the seal 8m
- The application rate from the bitumen nozzle rack for the primary layer shall not be less than $0.001\text{m}^3/\text{m}^2$.
- The aggregate used shall be 10mm with all excess moisture removed. The aggregate shall be applied to cover all the bitumen applied to the base course. The width of the seal 8m

3.3. Rehabilitation of the Open Channel Interceptor at Corner 3

- The contractor shall excavate the open channel interceptor uphill of corner 3.

4.0. PROGRAMMING OF THE WORKS

4.1. Site Handover

The Employer will be responsible for handing over the site to the contractor. All communications with the village will be undertaken by the Employer. Any land disputes that arise from the project will be undertaken by the employer.

4.2. Completion of the Works

The Contractor shall complete the Works within 5 months from the effective date.

5.0. PROGRAM AND REPORT

5.1. Program

The Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works with bar chart. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

5.2. Detailed Sub-Program

The Contractor shall submit to the Project Manager for approval the Detailed Sub-Program 10 days prior to carrying out the implementation of each Activity of the Works.

The Detailed Sub-Program shall include methodology, measures, materials, machines, treatment of sediments and wastes, location of disposal areas and so forth

5.3. Report with Pictures

The contractor shall report to the Project Manager with pictures of the situation before implementation and completion of the Works.

LOT 3



Construction of the new Access Road to the Fale-ole-Fe'e Power Station

1.0. Background Information

Prior to cyclone Evan in 2012, there was no sealed access to the FoF Powerhouse through Lelata. Access to the Powerhouse was through Alaoa crossing the West and East branches of the Vaisigano River. However, through the Power Sector Rehabilitation project following Cyclone Evan - access through Lelata was acquired. Although no sealed access has been constructed a solid sub-base foundation has been laid by the primary contractor for the rehabilitation project. Approximately 2.8km of access road is required to be constructed.

2.0. Existing Facilities

Any damages to the existing facilities expressed hereunder shall be the contractor's responsibility. All costs to remediate damages incurred shall be borne by the contractor.

2.1. EPC Penstock

The EPC penstock lies parallel belowground of the existing access road. The Glass Reinforced Plastic with pipe sections ranging from 900mm DIA to 1200mm DIA. The pipes on average have a cover no less than 900mm. The contractor shall exercise extra caution when operating heavy machinery in the vicinity of the penstock due to high working pressures within.

2.2. EPC Fiber Optic Cable and Low Voltage Overhead Lines

A fiber optic cable follows the route of the penstock. The optic cable is an integral part of EPC's SCADA system and its failure will have severe consequences on the controlling capability of the National Control Center. The cable is bedded at a depth of 500mm below existing grade.

A low voltage single phase distribution network is also located in the vicinity of the access road. Operators of heavy machinery shall exercise caution while operating equipment near the electrical network.

3.0. Scope of Works

Works covered under this Lot 3:

1. Survey and finalise the centerline alignment of the access road
2. Strip 6m of the existing access road, measured 3m either side of the centerline
3. Grade, level, and compact the existing sub-base of the road
4. Establish a new 150mm base course layer (Grade at 2% on either side of the CL and compact to 95% of its MDD)
5. Seal the newly formed base course with a single coat chip seal (10mm Aggregate with a bitumen application rate of $0.001\text{m}^3/\text{m}^2$)

3.1. Stripping of Site

- The contractor shall remove all excess vegetation within the 6m easement of the access road. The 6m section shall be measured from the access road centerline with a 3m provision on either side.
- All waste materials shall be disposed at a location proposed by the contractor subject to the Project Manager's approval.

3.2. Sub-Base Preparation

- The contractor shall grade and level the existing sub-base removing excess rutting. The sub-base preparation shall extend to 2.1m on either side of the centerline.
- The contractor shall compact the existing sub-base until 95% of its MDD is achieved.
- Prior to the placing of the base course layer the contractor shall sweep the entire sub-base section to ensure the removal of all fines and organic material.

3.3. Base Course Preparation

- The contractor shall submit to the project manager the particle size distribution of the proposed base course material together with its Maximum Dry Density. The material for the base course shall be well-graded crushed rock within an envelope of 2.36mm to 75µm with less than 5% fines.
- The contractor shall place and compact the 150mm layer of base course until 95% of its maximum dry density is achieved
- The contractor shall profile the crown to the shoulders to have a 2% crossfall to accommodate for run-off dissipation.

3.4. Single Coat Chip Seal

- The Contractor shall sweep the entire base course layer with revolving brushes to remove all fines and organics on the base course layer
- Prior to sealing the contractor shall conduct a nuclear Densometer test at every 250m interval to confirm the level of compaction is achieved
- The bitumen truck shall be maintained at a constant temperature of 180°C. The application rate from the bitumen nozzle rack shall not be less than $0.001\text{m}^3/\text{m}^2$.
- The aggregate used shall be 10mm with all excess moisture removed. The aggregate shall be applied to cover all the bitumen applied to the base course. The width of the seal is 3.2m.

4.0. PROGRAMMING OF THE WORKS

4.1. Site Handover

The Employer will be responsible for handing over the site to the contractor. All communications with the village will be undertaken by the Employer. Any land disputes that arise from the project will be undertaken by the employer.

4.2. Completion of the Works

The Contractor shall complete the Works within 5 months from the effective date.

5.0. PROGRAM AND REPORT

5.1. Program

The Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works with bar chart. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

5.2. Detailed Sub-Program

The Contractor shall submit to the Project Manager for approval the Detailed Sub-Program 10 days prior to carrying out the implementation of each Activity of the Works.

The Detailed Sub-Program shall include methodology, measures, materials, machines, treatment of sediments and wastes, location of disposal areas and so forth

5.3. Report with Pictures

The contractor shall report to the Project Manager with pictures of the situation before implementation and completion of the Works.

6.0. Treatment for the concrete structures

6.1. Proper Mix Proportion

The contractor shall submit mix proportion of fresh concrete to satisfy the requirement of the strength of 20 N/mm² as well as showing the supply source of aggregate to the Project Manager before each concrete works for approval. Mix proportion shall be shown unit contents of each material per concrete of 1 m³ by mass.

6.2. Surface Treatment

Before placing the fresh concrete, the surface of old concrete/masonry structures shall be sufficiently moistened and coated with rich cement paste or epoxy resin, after chipping with tools and roughening the surface with wire brush

6.3. Placing Concrete

During placing concrete, the new concrete shall be compacted by vibration so that it adheres sufficiently to the old concrete. In addition, after placing, the new concrete shall be re-vibrated.

6.4. Time Restriction of Placing Concrete

Placing fresh concrete shall be finished within 30 minute after mixing by batching equipment.

7.0. Reuse and disposal of sediments/materials/wastes

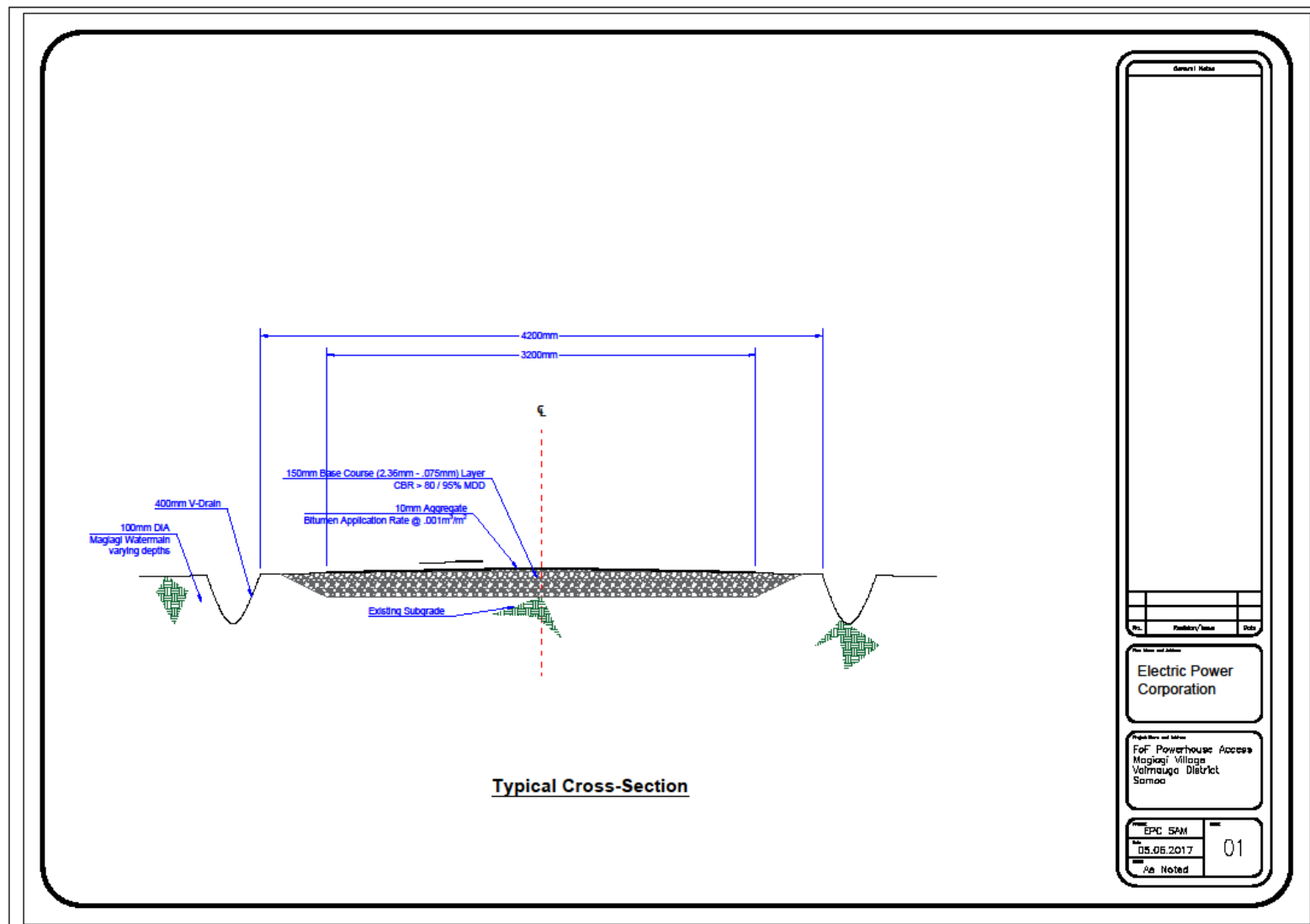
7.1. Disposal Areas

The Contactor shall submit disposal areas of sediments/ surplus materials /waste and treatment of those final figures to the Project Manager for approval.

8.0. Prohibition of the damage to the existing structures

8.1. Damage to Existing Facilities

The Contractor shall not damage the existing facilities. The contractor shall report to the Project Manager and repair by own expense if he would damage the existing facilities.



APPENDIX 2
BID FORMS

Schedule of Prices

A. LOT 1 – FoF Headpond Access Road: ENSURE YOU READ AND UNDERSTAND THE SCOPE OF WORKS AND WHATS INCLUDED IN EACH ITEM BEFORE PRICING

Item No.	Description of Bill	Quantities	Units	Unit Price Samoan Tala	Price Samoan Tala
1	Strip 6m of the existing access road, measured 3m either side of the centerline	3.8	km		
2	Grade, level, and compact the existing sub-base of the road	3.8	km		
3	Establish a new 150mm base course layer (Grade at 2% on either side of the CL and compact to 95% of its MDD)	3.8	km		
4	Establish 400mm V-drains on either side of the access road	3.8	km		
5	Supply and Install 41 driveway concrete culverts (3 x 300mm DIA x 1200mm per driveway)	41	Units		
6	Seal the newly formed base course with a single coat chip seal (10mm Aggregate with a bitumen application rate of 0.001m ³ /m ²)	3.8	km		
7	Provision of 1 x 4.5kg Clegg Hammer	1	Unit		
8	Provision of 1 x Level Surveying equipment	1	Unit		
	TOTAL COST				

Note:

1. Price to include import duties and VAGST for all materials and equipment imported from overseas as well as local VAGST for services.
2. Concrete pour shall include testing of concrete samples at a certified lab. EPC staff will witness all lab testing.
3. Price includes shipment and transportation to construction site.

Name of Bidder:

Signature of Authorized Representative of Bidder:

Position:

B. LOT 2 – Rehabilitation of the Fiaga Access Road **ENSURE YOU READ AND UNDERSTAND THE SCOPE OF WORKS AND WHATS INCLUDED IN EACH ITEM BEFORE PRICING**

Item No.	Description of Bill	Quantities	Unit	Unit Price	Price Samoan Tala
1	Rehabilitation of Corner 3	30	m		
2	Rehabilitation of Corner 4	30	m		
3	Rehabilitation of the open channel interceptor at corner 3	1	Unit		
	TOTAL COST				

Note:

1. Price to include import duties and VAGST for all materials and equipment imported from overseas as well local VAGST for service.
2. Concrete pour shall include testing of concrete samples at a certified lab. EPC staff will witness all lab testing.
3. Price includes shipment and transportation to construction site.

Name of Bidder:

Signature of Authorized Representative of Bidder:

Position:

C. LOT 3 – New Access Road to FoF Power Station

ENSURE YOU READ AND UNDERSTAND THE SCOPE OF WORKS AND WHATS INCLUDED IN EACH ITEM BEFORE PRICING

Item No.	Description of Bill	Quantities	Unit	Unit Price	Price Samoan Tala
	Survey and finalise the centerline alignment of the access road	1	Unit		
	Strip 6m of the existing access road, measured 3m either side of the centerline	2.8	km		
	Grade, level, and compact the existing sub-base of the road	2.8	km		
	Establish a new 150mm base course layer (Grade at 2% on either side of the CL and compact to 95% of its MDD)	2.8	km		
	Seal the newly formed base course with a single coat chip seal (10mm Aggregate with a bitumen application rate of 0.001m ³ /m ²)	2.8	km		
	Material Testing	1	Unit		
	TOTAL COST				

Note:

1. Price to include import duties and VAGST for all materials and equipment imported from overseas.

2. Concrete pour shall include testing of concrete samples at a certified lab. EPC staff will witness all lab testing.
3. Price includes shipment and transportation to construction site.

Name of Bidder:

Signature of Authorized Representative of Bidder:

Position: