



Government of Samoa

ELECTRIC POWER CORPORATION



PROCUREMENT OF GOODS

BID DOCUMENTS FOR PROCUREMENT OF

"SUPPLY OF ENGINE SPARE PARTS FOR SALELOLOGA POWER PLANT"

INVITATION FOR BID

Invitation for Bid No: *SAM –EPC 05/2018 – Supply of Engine Spare Parts and labour for 16000hrs services of 3 Kohler MTU engines for Salelologa Power Plant.*

Tender Closes: *Monday 23rd Apr 2018.*

Procuring Entity: *ELECTRIC POWER CORPORATION*

Preface

This Bidding Document for the Procurement of Goods and/or Works has been prepared by the Attorney General's Office based on the Government of the Independent State of Samoa National Tenders Board Procurement Manual 2008, the Tenders Board Guidelines for Government Procurement and Contracting: Goods and Works (GWG) 2008 and Treasury Instructions 1975 and 1977.

The legal bases of all activities of the Government of the Independent State of Samoa pertaining to procurement are premised on the Public Finance Management Act 2001.

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This Section specifies the requirements and criteria(s) to assist the Bidder with their bid submission and which they must also conform with. This section also provides the forms to be used by the bidders for bid submission. Bid Submission will be evaluated in accordance with the specified requirements and criteria set out herein to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.	

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PART II INVITATION FOR BID

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”) invites bids from interested bidders for the ***“Supply of Engine Spare Parts and labour for 16000hrs services of 3 Kohler MTU engines for Salelologa Power Plant”***

B. This Invitation for Bids includes the following Bidding Documents

- | | | |
|-------|-------------|--------------------------------------|
| (i) | Section 1 - | Letter of Invitation for Bid |
| (ii) | Section 2- | Instruction to Bidders |
| (iii) | Section 3- | Bid Data Sheet |
| (iv) | Section 4- | Bid Forms & Evaluation Criteria |
| (v) | Section 5- | Terms & Conditions of the Contract |
| (vi) | Section 6- | List of Contract Schedules & Annexes |

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. For enquiries and the inspection of the bidding documents, bidders should contact the following person at the address given below from 9.00am to 5.00pm on normal working days:

FiuMoeona Leo	or	George Suisala
<i>Manager Savaii Operations</i>		<i>Procurement Supervisor</i>
Electric Power Corporation		Electric Power Corporation
Apia		Apia
SAMOA		SAMOA
Phone number: 65581		Phone number:65535
Email : leom@epc.ws		Email address: suisalag@epc.ws

E. Tender will close on ***Monday 23rd Apr 2018, 10:30am*** .All Bids must be deposited in the Tender Box located at the Ministry of Finance Office, Level 4, Central Bank of Samoa Building, Apia, Samoa no later than ***Monday 23rd Apr 2018, 10:30am***.

F. All Bids must be delivered in a sealed envelope at the address provided and marked as follow:

“Tender No. SAM-EPC 05/2018- Supply of Engine Spare Parts and labour for 16000hrs services of 3 Kohler MTU engines for Salelologa Power Plant”

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

- G. Bids will be opened immediately after the deadline in the presence of bidders' representatives who choose to attend.
- H. Late Bids will not be considered.
- I. 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.



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Tologatā.G.L.T.TileLeī'aTuimalealiifano
GENERAL MANAGER
ELECTRIC POWER CORPORATION

PART II

BIDDING PROCESS

Section 2

Instruction to Bidders (ITB)

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A. General

1. Scope of Bid

- 1.1 The Principal, as indicated in the **BDS** issues this Bidding Document for the supply of the Goods as specified in Schedule 1 Section 4 (Bid Forms and Evaluation Criteria) of the Bidding Documents. The name of the Bidding Process and Invitation for Bid is provided in the **BDS**.
- 1.2 Throughout this Bidding Document:
- (a) the term “in writing” means communicated in written form;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) except where the context requires otherwise, words indicating one gender also includes the other;
 - (d) “day” means calendar day
 - (e) “bidder(s)” means the entity submitting bid

2. Eligible Bidders

- 2.1 A Bidder may be a natural person, private entity subject to ITB 2.2 or any combination of them in the form of a Joint Venture (JV) under an existing agreement. In the case of JV:
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
 - (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during the contract execution.
- 2.2 A Bidder and all parties constituting the Bidder must be incorporated, registered with the Ministry of Commerce Industry and Labour and/or with the Ministry for Revenue, and operates in conformity with the provisions of the laws of the Independent State of Samoa (“Samoa”).
- A Bidder and all parties constituting the Bidder must provide a valid Certificate of Incorporation from the country where their business is located.
- 2.3 A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if bidder:
- (a) received or will receive any direct or indirect subsidy from any of the bidders; or
 - (b) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party submitted and is/are involved in. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (c) or any of its affiliates has been hired (or proposed to be hired) by the Principal in the preparation of this Tender.
- 2.4 Bidders shall provide such evidence of their eligibility satisfactory to the Principal, and as the Principal shall reasonably request.

B. Contents of Bidding Document

3. Sections of Bidding Document

The Bidding Document consists of Parts I, II & III which includes all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB 5.

PART I

Section 1 - Letter of Invitation for Bid

PART II

Section 2- Instruction to Bidders

Section 3- Bid Data Sheet

Section 4- Bid Forms & Evaluation Criteria

PART III

Section 5- Terms & Conditions of the Contract

Section 6- List of Contract Schedule(s) & Annexes

- 3.2 The Principal is not responsible for the completeness of the Bidding Document and their addendum, if they were not obtained directly from the source and by the process stated by the Principal in the Invitation for Bid.
- 3.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

4. Clarification of Bidding Document and Pre-Bid Meeting

- 4.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Principal in writing at the Principal's address indicated in the **BDS** or raise his/her inquiries during the pre-bid meeting if provided for in accordance with ITB 4.2. The Principal will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given in the **BDS**. The Principal shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 3.2, including the description of the inquiry but without identifying its source. Should the Principal deem it necessary to amend the Bidding Document as a result of a request for Clarification, it shall do so following the procedure under ITB 5 and ITB 19.
- 4.2 The Bidders designated representative is invited to attend a pre-bid meeting, if provided for in the **BDS**. The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage.
- 4.3 For the purpose of the pre-bid meeting the Bidder is requested, as far as possible, to submit any questions in writing, to reach the Principal not later than the day specified in the **BDS**.
- 4.4 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all Bidders who have acquired the

Bidding Document in accordance with ITB 3.2. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Principal exclusively through the pre-bid meeting shall be made by the Principal exclusively through the issue of an addendum pursuant to ITB 5 and not through the minutes of the pre-bid meeting.

- 4.5 Non attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

5. Amendment of Bidding Document

- 5.1 At any time prior to the deadline for submission of bids, the Principal may amend the Bidding Document by issuing addendum.
- 5.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Principal in accordance with ITB 3.2
- 5.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Principal may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 19.2.

C. Preparation of Bids

6. Cost of Bidding

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Principal shall in no case be responsible or liable for the costs, regardless of the conduct or outcome of the bidding process.

7. Language of Bid

- 7.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Principal, shall be written in the language specified in the **BDS**.

8. Documents Comprising the Bid

- 8.1 The Bid shall comprise the following:
- (a) Bid Offer;
 - (b) completed Schedules, in accordance with ITB 9 and ITB 11, or as stipulated in the **BDS**;
 - (c) Bid Security in accordance with ITB 16;
 - (d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 10;
 - (e) documentary evidence in accordance with ITB 14 establishing the Bidder's qualifications to perform the contract;
 - (f) Technical Proposal in accordance with ITB 13;
 - (g) In the case of a bid submitted by a JV, the JV agreement; and
 - (h) Any other document required in the **BDS**.

9. Bid Offer and schedules

- 9.1 The Bid Offer, Schedules, and all documents listed under ITB 8, shall be prepared using the relevant forms in Section 4 (Bid Forms & Evaluation Criteria), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be

accepted. Unless otherwise required by the information sheets or bid forms all blank spaces shall be filled in with the information requested.

10. Alternative Bids

10.1 Unless otherwise indicated in the **BDS**, alternative bids shall not be considered.

11. Bid Prices

11.1 The prices quoted by the Bidder in the Bid Offer and in the Schedules shall conform to the requirements specified below.

11.2 The Bidder shall submit a bid for the Supply of Goods or Works described in ITB 1.1 by filling in rates and prices for all items described in the Schedule of Prices and Summary of Costs to be supplied. Items against which no rate or price is entered by the Bidder will not be paid for by the Principal when executed and shall be deemed covered by the rates for other items and prices in the Schedule of Prices and Summary of Costs.

11.3 The price to be quoted in the Bid Offer shall be the total price of the Bid.

11.4 Any duties, taxes, and other levies payable by the Supplier, will be deemed to be included in the rates and prices and the total bid price submitted by the Bidder.

12. Currencies of Bid and Payment

12.1 The currency (ies) of the bid and payment shall be specified in the **BDS**.

13. Documents Comprising the Technical Proposal

13.1 The Bidder shall furnish a Technical Proposal which includes the documents specified in the **BDS** in sufficient detail to demonstrate the adequacy of the Bidders proposal to meet the tender requirements & the completion time(s).

14. Documents Establishing the Qualifications of the Bidder

14.1 To establish its qualifications to perform the Contract in accordance with Section 4 (Bid Forms and Evaluation Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bid Forms and Evaluation and Criteria).

15. Period of Validity of Bids

15.1 Bids shall remain valid for the period specified in **BDS** from the date on which the Samoa Tenders Board opens the Bids. A bid valid for a shorter period shall be rejected by the Principal as nonresponsive.

15.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Principal may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing and must specify the extended time period. If a bid security is requested in accordance with ITB 16, it shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

15.3 The Bidder shall forfeit the Bid Security in the event that he/ she has withdrawn his/her bid prior to the expiration of the Bid Validity Period.

16. Bid Security

16.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form a Bid Security as specified in **BDS**.

16.2 The amount for the Bid Security shall be as specified in the **BDS**.

16.3 If a bid security is specified pursuant to ITB 16.1, the bid security shall be, at the Bidder's option, in any of the following forms:

(a) an unconditional Bank guarantee;

(b) a valid certified Bank Cheque.

In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bid Forms & Evaluation Criteria) or another form acceptable to the Principal. The form must include the complete name of the Bidder; the Bid security shall be valid for 1 month beyond the original validity period of the bid or beyond any period of extension if requested under ITB 15.2.

16.4 Any Bid not accompanied by an enforceable bid security if required in accordance with ITB 16.1, shall be rejected by the Principal as non-responsive.

16.5 If a bid security is specified pursuant to ITB 16.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

16.6 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity;

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 34; or

(ii) furnish a performance security in accordance with ITB 35 & the insurance requirements in accordance with ITB 36.

16.7 The Bid Security of a JV shall be in the name of the JV that submits the bid.

17. Format and Signing of Bid

17.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 8 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 10, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number specified in the **BDS**, and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on for or on behalf of the Bidder. The position of the authorized person (s) signing must be typed or clearly printed below the signature.

D. Submission and Opening of Bids

18. Sealing and Marking of Bids

18.1 Bidders may always submit their bids by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids via mail and electronically. Procedures for submission, sealing and marking are as follows:

(a) Bidders submitting bids shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 10, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY". These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 19 and ITB 20.

(b) Electronic Bids shall not be permitted.

18.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed as provided in **BDS** 19.1;
- (c) bear a warning not to open before the time and date for bid opening.

18.3 If all envelopes are not sealed and marked as required, the Principal will assume no responsibility for the misplacement or premature opening of the bid.

19. Deadline for Submission of Bids

19.1 Bids must be received & must be in the Tender Box at the location set out in the **BDS** no later than the date and time indicated in the **BDS**.

19.2 The Principal may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 5, in which case all rights and obligations of the Principal and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

20. Late Bids

20.1 The Principal shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 19. Any bid received by the Principal after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

21. Withdrawal, Substitution, and modification of Bids

21.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 17.2 (except that the withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All Substitutions, Modifications and Withdrawals must be:

(a) prepared and submitted in accordance with ITB 17 and ITB 18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Principal prior to the deadline prescribed for submission of bids, in accordance with ITB 19.

21.2 Bids requested to be withdrawn in accordance with ITB 21.1 shall be returned unopened to the Bidder.

22.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof.

22. Bid Opening

22.1 The bids shall be opened in public at the address, date and time specified in the **BDS** in the presence of Bidders designated representative and anyone who choose to attend.

22.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

22.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), bid security and any other details as the Principal may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 20.

22.4 There will be a record of bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

22.5 The bids shall be delivered to the Principal to continue to hold the bids in safe storage for prompt evaluation and.

E. Evaluation of Bids

23 Bid Evaluation Committee

23.1 A Bid Evaluation Committee will be formed by the Principal to conduct the evaluation of bids and to prepare the evaluation report.

23.2 The Bid Evaluation Committee shall be composed of an odd number, not less than three, inclusive of Government personnel as specified in the **BDS** and/or private experts, headed by a Chair selected by the members.

23.3 Regardless of institutional affiliation, each member shall exercise objective and independent judgment, and decide all matters in the public interest.

- 23.4 All Bid Evaluation Committee members and other persons involved in assessing or deciding on the award of a contract must declare any interest in any company or close family relationship to the principals of any company which has made a bid and shall be excluded from the evaluation and decision making process on that particular tender and shall not have access to any documents or information relating to that particular tender.
- 23.5 Private sector experts shall, as a condition of their participation, sign appropriate forms declaring that they have no interests of the types described in ITB 23.4; accepting the application of Government personnel ethics standards in the performance of their duties; and undertaking not to use any information relating to or resulting from the bid evaluation for any non-Governmental purpose nor to disclose it outside of the Government.
- 23.6 The Evaluation Committee will use the criteria and methodologies listed below:
- (a) the bid price;
 - (b) Schedule of Prices and Break Down/Summary of Costs;
 - (c) application of all evaluation factors indicated in Section 4 (Bid Forms and Evaluation Criteria)

24. Confidentiality

- 24.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of contract awards shall not be disclosed to Bidders or any other persons not officially concerned with such process until Tender's Board has confirmed award of Contract.
- 24.2 Any attempt by a Bidder to influence the Principal or persons involved in the evaluation of bids or Contract award decisions may result in the rejection of that particular bidders bid.
- 24.3 Notwithstanding ITB 24.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Principal on any matter particularly in relation to clarifications related to the bidding process, it may do so in writing.

25. Clarifications of Bids

- 25.1 To assist in the examination, evaluation and comparison of the bids, and qualification of the Bidders, the Tender's Board will or the Evaluation Committee may ask any Bidder for clarification of its bid. Any clarification submitted by a Bidder that is not in accordance with the abovementioned request shall not be considered.
- 25.2 The request for clarification and the response from the bidder shall be in writing.
- 25.3 No change in the prices or substance of the bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Principal in the evaluation of the bids, in accordance with ITB 26.1.
- 25.4 If a Bidder does not provide clarifications of its bid by the date and time set in the Principal's request for clarification, its bid may be rejected.

26. Alteration of Bids after Bid Opening

26.1 No Bidder shall be permitted to alter its bid after the Bids have been opened, but obvious arithmetic or mathematical, computational mistakes, manifest clerical errors and clarifications not changing the substance of the bid may be accepted.

27. Deviations, Reservations and Omissions

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

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

28. Determination of Responsiveness

28.1 The Principal's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 8.

28.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Supply of Goods and/or Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document the Principal's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

28.3 The technical aspects of the bid submitted in accordance with ITB 13, Technical Proposal and ITB 14, Qualifications of Bidder in particular, to confirm that all requirements of Section 4 (Bid Forms & Evaluation Criteria) have been met without any material deviation, reservation or omission.

28.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Principal and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Correction of Arithmetical Errors

29.1 Provided that the bid is substantially responsive, the Principal shall correct arithmetical errors correct arithmetical errors on the following basis:

- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless the opinion of the Principal there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

29.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.

30. Principal's Right to Accept Any Bid, and To Reject Any or All Bids

30.1 The Principal reserves the right to accept or reject anybid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

31. Bid Evaluation Report

31.1 The Bid Evaluation Report by the Evaluation Committee with recommendation for award of contract shall be submitted to Tenders Board for its approval or recommendation to Cabinet where appropriate, in accordance with the provisions of the B4 Schedule of Authorities.

31.2 Each member of the Bid Evaluation Committee shall sign the Report, attesting to the accuracy of its contents. In the event that there are dissenting views, they must be indicated in the Report.

F. Award of Contract

32. Award Criteria

32.1 The Principal shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

33. Notification of Award

33.1 Before the expiration of the bid validity period, the Principal shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Principal shall also notify all other Bidders of the results of the bidding.

33.2 The Principal shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 33.1 requests in writing the grounds on which its bid was not selected.

34. Signing of Contract

34.1 Promptly after notification, the Principal shall send the successful Bidder the Contract Agreement.

34.2 The Principal will arrange the date and time for execution of Contract.

35. Performance Security

35.1 The successful Bidder shall within the number of days specified in the **BDS** furnish the performance security in accordance with the conditions of contract.

35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

35.3 In the event the Bidder does not furnish the Principal with the Performance Security (within the time specified by the Principal) or sign the Contract (on the date or time as specified in a letter by the Principal to the Successful Bidder (without an excuse). Principal may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Principal to be qualified to perform the Contract satisfactorily.

36. Insurance

36.1 The successful Bidder shall within the number of days specified in the **BDS** furnish the Principal with evidence of insurance in accordance with the conditions of contract.

36.2 The Bidder awarded with the Contract shall be liable for loss or liability as set out in the **BDS**.

Section 3- Bid Data Sheet (BDS)

This section specifies the parameters of the Instructions to Bidders and particularizes and supplements the information or requirements in Section 2 (ITB).

A. Introduction

ITB 1.1	The Principal is: the Government of the Independent State of Samoa acting by and through the Electric Power Corporation
ITB 1.1	The Name of the Bidding Process is: International Competitive Bidding (Public Tendering)
ITB 1.1	The Name of the Invitation for Bid is: <i>"Supply of Engine Spare Parts and labour for 16000hrs services of 3 Kohler MTU engines for Salelologa Power Plant"</i>

B. Contents of Bidding Document

ITB 4.1	<p>For <u>clarification purposes</u> only, the Principal's address is:</p> <p>Attention: FiuMoeona Leo</p> <p>Address: Electric Power Corporation</p> <p>Telephone: +685 65581 or +685-65535</p> <p>Facsimile number: +685 23748 or +685 65421</p> <p>Email Address : leom@epc.ws</p> <p>Requests for clarification should be received by the Principal no later than 16th Apr 2018.</p>
ITB 4.2	<p>A Pre- Bid meeting will take place at the following date, time and place: Not Applicable</p> <p>Date:</p> <p>Time:</p> <p>Place:</p>
ITB4.3	<p>All queries and requests for clarifications should be put into writing and delivered to the Principals address by Monday 16th Apr 2018.</p>

C. Preparation of Bids

ITB 7.1	The Language of the Bid is: English
ITB 8.1 (b)	In accordance with ITB 9 and ITB 11, the following schedules shall be submitted with the bid, including Schedule : <ul style="list-style-type: none"> • Schedule 1 – Schedule of Prices and Bill of Quantities; • Schedule 2 – Delivery Schedule; and • Schedule 3 – Summary of Costs.
ITB 8.1(h)	<ul style="list-style-type: none"> • Valid Business License; • Financial Evidence of Bidders Financial soundness;
ITB 10.1	Alternative Bids shall not be permitted
ITB 12.1	The currency of the bid and payment is: USD or any other convertible currency to Samoan Tala (ST\$)
ITB 14.1	<ul style="list-style-type: none"> • List of Past & Current contracts or supply of goods similar to this Tender; and • Table of Personnel & Key Personnel/Position's Curriculum Vitae.
ITB 15.1	The Bid Validity Period shall be 90 days from the date on which the Samoa National Tenders Board opens the Bids.
ITB 16.2	Amount of Bid Security is two thousand Samoan Tala (SAT \$2,000.00)
ITB 17.1	In addition to the original of the bid, the number of copies is: 4

D. Submission and Opening of Bids

ITB 18.1	Bidders must NOT submit their bids electronically but by mail or courier to the address in ITB 19.1
ITB 19.1	<p>For bid submission purposes only, bids must be addressed as follow:</p> <p>“BID NO. SAM-EPC 05/2018 - SUPPLY OF ENGINE SPARE PARTS and labour for 16000hrs services of 3 Kohler MTU engines FOR SALELOLOGA POWER PLANT”</p> <p>The Secretary Samoa National Tenders Board Ministry of Finance</p>

	<p>Level 4 Central Bank of Samoa Building Apia <u>SAMOA</u></p> <p>The deadline for bid submission is: Date: Monday 23rd Apr 2018 (local date) Time: 10:30am (local time)</p>
ITB 22.1	<p>The bid opening shall take place at the address below immediately after bid closing at:</p> <p>Date: Monday 23rd Apr 2018 Time: 11:00am Ministry of Finance Level 4 Central Bank of Samoa Building</p>

E. Evaluation of Bids

ITB 23.1	<p>The Bid Evaluation Committee shall be composed of representatives from:</p> <ul style="list-style-type: none"> • Electric Power Corporation; • Ministry of Finance. • Attorney General's Office
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F. Award of Contract

ITB 32.1	Ten (10) days after the receipt of notification of award from the Principal.
ITB 33.1	Ten (10) days after the receipt of notification of award from the Principal. The Successful Bidder must provide all policies prior to the Commencement Date.
ITB 36.1	<p>The Bidder shall furnish the Principal with evidence of insurance of the following:</p> <ul style="list-style-type: none"> • All Risk insurance policy - All loss or damage to the Supplier's building/warehouse used for storage of supplies.

Section 4- Bid Forms & Evaluation Criteria

Table of Criteria

1. Bid Offer

1.1 Signed form of Bid with Bid Price

[Bid Offer must be signed by an authorised personnel and must note Bidders Bid Price]

1.2 Schedule of Prices and Bill of Quantities (BOQ)

[Rates and Prices must be clearly set out. This Schedule shall be marked and attached to the Final Contract as SCHEDULE 1: Schedule of Prices and Bill of Quantities]

1.3 Delivery Schedule

[Delivery Schedule indicates the time-frames in which the success bidder is expected to supply the goods. This Schedule shall be marked and attached to the Final Contract as SCHEDULE 2: Delivery Schedule]

1.4 Schedule of Summary of Costs

[Summary of Costs shall provide the breakdown in accordance to the payment methods of the contract. This Schedule shall be marked and attached to the Final Contract as SCHEDULE 3: Summary of Costs]

2. QUALIFICATION

2.1 Eligibility

2.1.1 Certificate of Incorporation of Company

[Bidders must submit a valid business licenses demonstrating a valid business activity for the performance of the Contract]

2.1.2 Joint Ventures (JV) are required to supply a letter of existing agreement of JV

[Bidders bidding as a Joint Venture must submit documents verifying Joint Venture]

2.1.3 Bidder to be an approved agent of engine manufacturer.

2.3 Financial Situation

2.3.1 Historical Financial Performance

[Bidders must submit audited financial statements or financial evidence acceptable to the Principal, demonstrating the current soundness of the Bidder]

2.3.2 Financial Resources

[Bidders must demonstrate, access to, or availability of, financial resources and other financial means to meet the financial requirements of the contract, a line of credit from a reputable bank and/or liquid assets to the value of USD200,00]

3. TECHNICAL PROPOSAL

3.1 Performance and Capacity

3.1.1 List of Past & current contracts or supply of goods similar to this Tender.

[Bidder must submit a list of all past & current contracts or supply of goods similar to this Tender, clearly identifying the purchaser's name (Ministry (other than the Ministry of Police and Prisons Service) or other Company they supplied or supplying) and year(s) of supply of goods].

3.2 Personnel

3.2.1 List of Personnel & Curriculum Vitae.

[Bidder must utilize the Table provided in the Bidding Forms to list Bidder's personnel. Bidder must provide corresponding curriculum vitae for key positions]

4. LETTER OF ACCEPTANCE

[For the Principal's use only]

BID OFFER

TO: The Secretary
Samoa National Tenders Board
Government of Samoa
Apia
SAMOA

**SAM-EPC- 05/2018- SUPPLY OF ENGINE SPARE PARTS and labour for 16000hrs services of
3 Kohler MTU engines FOR SALELOLOGA POWER**

OFFER:

I/WE offer to execute the Contract ***FOR THE SUPPLY OF ENGINE SPARE PARTS and labour for 16000hrs services of 3 Kohler MTU engines FOR SALELOLOGA POWER PLANT***, in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of ***[amount in numbers], [amount in words][name of currency]***.

I/We understand that you are not bound to accept the lowest or any Bid you receive.

I/WE am/are not participating as Bidders in more than one Bid in this bidding process.

I/WE agree to abide by this Bid for a Bid Validity Period of three (3) months from the date it is opened by the Samoa Tenders Board, and agree that it remains binding on us and may be accepted at any time before the Bid Validity Period expires.

Unless and until a formal Contract is prepared and executed, this Bid, together with the written acceptance thereof, will not in any way form or constitute a binding contract between the Ministry and I/US.

I/WE further understand that all costs of and incidental to the preparation and lodgement of this Bid by me/us shall be borne by me/us and that I/WE am/are not entitled under any circumstances to recover any of these costs from the Ministry.

Bidder's name(s):

Bidder's Address:

Telephone:

Fax:

Email:

Authorised signature(s):

Date:

ANNEXURE 2

ADDENDUM 1

This is an Addendum specifically referred to as Addendum 1 of the Bid Documents for Procurement of *Supply of Personal Protective Equipment*, issued by the Principal in accordance with ITB 5 of the Bid Documents.

SCHEDULE 1

[Schedule of Prices and Bill of Quantities – only “genuine parts” are required for proposal]

16000HRS Maintenance Parts for MTU Engines - 18V2000G65

No	Parts Name	Part No	Qty for each Engine			Total Qty	Unit Cost	Total Cost	Delivery (weeks)
			K1	K2	K3				
1	HP PUMP	330244904EC-NE	18	18	18	54			
2	BAYONET	330244444	18	18	18	54			
3	INJECTOR SEAL RING	330242051	18	18	18	54			
4	HP PUMP SEAL RING	330243919	18	18	18	54			
5	BREATHER KIT	330244022	4	4	4	12			
6	V-BELT KIT	330242961	1	1	1	3			
7	RIBBED BELT	330242937	1	1	1	3			
8	Labour Cost								
16000HRS MAINTENANCE PARTS FOR MTU – 12V2000G65 TOTAL									
GRANT TOTAL (CIF)									

Scope of work for 16000hrs services of 3 MTU Kohler Engines.

- Replace fuel pressure tubes for all cylinders.
- Replace injectors for all cylinders.
- Replace fuel pump unit for all cylinders.
- Remove and replace four diaphragms on all engines.
- Check and make adjustment of valve.
- Check all cylinder with bore scope for any defects
- Inspect camshaft lobes for any wear/damage
- Checks all manifold bolt and re-torque if require.
- Check pressure relief drain port under coolant pump and clean.

- Replace all belts and tighten to correct tension.
- Check all pulleys and tensioner bearing and report any defect.
- Check all connection inside main controller.
- General checks over of all engines for any defect or loose items.

EPC welcome any suggestion or recommendation for any extra parts which is needed to replace during the service.

KOHLER ENGINE DETAILS.					
Engines [KOHLER 1]					
Model	mtu 18V 2000 G65				
Engine No	539 104 083				
Year of Mft	2014				
Mass	3400 kg				
Made of Country	Germany				
Power	1000 kW				
Speed	1500rpm				
Alternator					
Gen Set Model	KX1250				
Spec Number	ES1250 - 50682				
Serial Number	SGS3222KF				
Material Number	ES1250 - 50682				
Service Duty	Prime	Amps	1581	kW	909
Voltage	240/415	Phase	3	kVA	1136
Alt Model	-	RPM	1500	PF	0.8
Insulation	H	Battery	24V	Hz	50
MFT Date	4/22/2015	Fuel	Diesel		
Radiator					
Engine	18V 2000 G65				
Model	30301285301-S				
S/No	15-371002707				
Mft Date	24/03/2015				
MAX. OP. PRESS	15 PSI				
MAX TEST PRESS	22.5 PSI				
MAX OP TEMP	250 DEG F				

[This Schedule shall be attached as Schedule 1 to the Contract and form part of the Contract]

SCHEDULE 2
[Delivery Schedule]

Issue	Rate	Date
1	100% of the total contract quantity and price	As soon as possible

[This Schedule shall be attached as Schedule 2 to the Contract and form part of the Contract]

SCHEDULE 3
[Summary of Costs]

Issue		Rate	Value
1	Upon execution of contract	10% of the total contract price	
2	Upon receiving by Purchaser of bill of lading for full supply of goods, satisfactory despatch by Supplier of FULL Supply and arriving of all goods in full at CIF and Rendering of Correct Invoice by Supplier.	50% of the total contract price	
3	Upon satisfactory receipt by Purchaser of FULL Supply of goods and Rendering of Correct Invoice by Supplier.	30% of the total contract price	
4	10 percent of total Contract price will be retained and will only be released upon Purchaser being satisfied after inspection that all goods (Spare parts) supplied are in good condition.	10% retention	
Total Contract Price (CIF)		100% of the total contract	

[This Schedule shall be attached as Schedule 3 to the Contract and form part of the Contract]

2.1.1 Company

Valid Business License/ Certificate of Incorporation of

*[Bidders must submit a valid **business licenses** demonstrating a valid business activity for the performance of the Contract.]*

2.1.2

Bid Security

[Bid Security maybe provided in the form of a certified Bank Cheque or a Bank Guarantee from a reputable bank. In the event that the Bidder opts to use a Bank Guarantee, the following format will be used by the Bank issuing the Guarantee.]

Bid Security Bank Guarantee

[Banks Name, and issuing branch or Office]

Beneficiary: *Electric Power Corporation, P.O.Box 2011, Level 5 TATTE Building, Sogi, Apia SAMOA*

Date: *[Date]*

We have been informed that *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted to you its bid dated *[insert date of Bid]* (hereinafter called “the Bid”) for the execution of **SAM-EPC – 05/2018- Supply of engine spare parts and labour for 16000hrs services for 3 Kohler MTU engines for Salelologa Power Plant** under Invitation for Bid. Furthermore, we understand that according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[Name of Bank]* hereby irrevocably undertake to pay you the sum of **two thousand Samoan Tala (SAT2,000.00)** 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 in the Bid Documents, two (2) months; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or
- (c) having been notified of the acceptance of its Bid by the Principal during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, 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 Agreement signed by the Bidder and the Principal; and the performance security issued to you;
- (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bidder’s bid.

[Authorized Signature]

.....

[Bank Seal]

2.1.3 Join Ventures (JV)

[Bidder must provide Joint Venture Agreement and/or documents verifying the Joint Venture].

2.3.1 Historical Financial Performance

[Bidders must submit audited financial statements or financial evidence acceptable to the Principal, demonstrating the current soundness of the Bidder].

2.3.2 Financial Resources

[Bidders must demonstrate, access to, or availability of, financial resources and other financial means to meet the financial requirements of the contract, a line of credit from a reputable bank and/or liquid assets to the value of [please insert amount of line of credit/liquid assets]

3.1.1 Performance and Capacity

[Bidder must submit a list of all past & current contracts or supply of goods similar to this Tender, clearly identifying the purchaser's name or other Company the Bidder supplied or is supplying goods) and year(s) of supply of goods]

3.2.1 List of Personnel & Curriculum Vitae

LIST OF PERSONNEL		
Key Positions Technical/ Managerial Staff		
Name	Position	Task Assigned
Support Staff		

[Bidders must provide a list of personnel and their corresponding Curriculum Vitae]

PART III

CONTRACT FORMS

[EPC Letter head]

Letter of Acceptance

[date]

To: **[name and address of the Supplier]**

This is to notify you that your Bid dated **[insert date]** for execution of the **SAM-EPC-05/2018-Supply of engine spare parts and labour for 16000hrs services of 3 Kohler MTU engines for Salelologa Power Plant** for the Contract Price of **[amount in numbers and words]**, in accordance with your bid is hereby accepted by the Principal.

You are informed that you must provide –

- (a) Evidence of Insurances & Performance Security within ten (10) days of receiving this Letter of Acceptance.

I hereby attach a copy of the final contract for your perusal; you will be duly informed of the place, date and time for execution of the contract.

.....
Tologatā.G.L.T.TileLeī'aTuimalealiifano
GENERAL MANAGER
ELECTRIC POWER CORPORATION

Section 5- Contract Conditions

CONTRACT FOR GOODS: SAM-EPC-05/2018- SUPPLY OF ENGINE SPARE PARTS FOR SALELOLOGA POWER PLANT

THIS CONTRACT is made on the day of 2018

BETWEEN:

The **GOVERNMENT OF SAMOA** acting by and through the **ELECTRIC POWER CORPORATION** (“*the Purchaser*”) of the one part

AND

[insert name of Supplier], a duly incorporated **[please insert whether a Sole Trader/ Company Ltd]****[please insert the physical address of business of the Supplier]** (hereinafter called “*the Supplier*”) of the other part.

WHEREAS

- A. The Purchaser is desirous to enter into a contract for the supply of engine spare parts for Salelologa Power Plant
- B. The Supplier submitted a bid on **[insert date]** through Public Tender;
- C. On **[insert date]** the Purchaser as a result of public tender accepted the Supplier’s Bid on **[insert date]**, and desirous of utilizing the Supplier to supply the goods.
- D. The Supplier has agreed to supply the goods in accordance with the terms and conditions of this Contract.

The Parties agree as follow:

CONDITIONS OF CONTRACT

1. INTERPRETATION

1.1 In this Contract, unless the contrary intention appears:

<i>“Commencement Date”</i>	means the commencement date of this Contract set out in sub-clause 3.1.
<i>“Contract”</i>	means this Contract under which the Supply of Goods are to be provided by the Supplier to the Purchaser;
<i>“Contract Date”</i>	means the date this Contract is signed by both parties;
<i>“Contract Price”</i>	means the total monies paid by the Purchaser to the Supplier for the provision of Goods in accordance with sub-clause 4.1.
<i>“Day”</i>	means calendar day;
<i>“Date of Delivery”</i>	means the date on or before which the Supplier shall deliver the Goods in accordance with Clause 7 of this Contract;
<i>“Delegate”</i>	means the Purchaser’s representative for the purpose of the Contract and is set out in Clause 23;
<i>“Goods”</i>	means the products specified in Schedule 1 to this Contract;
<i>“Inspection”</i>	includes inspection of all goods as set out in Clause 6 of this Contract,
<i>“Parties”</i>	refers to the Purchaser and the Supplier;
<i>“Person”</i>	includes a body corporate;
<i>“Supply of Goods”</i>	means the Supply of Police Uniform for financial year FY 2011-2012;
<i>“Time Frame”</i>	means the dates as set out in Schedule 2 in which the Supplier shall supply the goods.
<i>“Writing”</i>	means any representation of words, figures or symbols capable of being rendered in the visible form.

1.2 In this Contract, unless the contrary intention appears:

- (a) words importing one gender shall also include the other;
- (b) words in the singular include the plural and vice-versa;
- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) all monetary references are to Samoan Tala unless another currency is specified.

2. EVIDENCE OF CONTRACT AND PRECEDENCE

- 2.1 The Contract between the Purchaser and the Supplier are those appearing in the terms and:
- (a) Conditions of Contract;
 - (b) Scheduled 1 – Schedule of Prices and Bill of Quantities;
 - (c) Schedule 2- Delivery Schedule;
 - (d) Schedule 3 – Summary of Costs;
 - (e) Annexes:
 - (i) Annex A - Insurance Policy (ies);
 - (ii) Annex B - Performance Security.
- 2.2 The Contract:
- (a) constitutes the entire agreement between the Parties in this matter; and
 - (b) supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.
- 2.3 This Contract records the entire agreement between the Parties in relation to its subject matter.
- 2.4 Any reading down or severance of a particular provision does not affect the other provisions of this Contract.

3. CONTRACT PERIOD

- 3.1 The Commencement Date for this Contract shall be on **[please insert Commencement Date]** (“the Commencement Date”); and shall continue until the **[please insert date of Expiration]** (“the Expiration Date”) or such other time and date agreed to in writing by the parties.

4. CONTRACT PRICE

- 4.1 The total contract price for this Contract shall be SAT\$ **[please insert Contract Price]** (“the Contract Price”) **[please indicate whether it is inclusive or exclusive of taxes]**.
- 4.2 The total Contract price covers the:
- (a) supply; and
 - (b) delivery of goods **[please insert where the delivery of goods should be made to e.g. to the EPC Main Office]**.

5. THE SUPPLY OF GOODS

- 5.1 The Supplier shall supply the goods set out in **Schedule 1** in accordance with the standards and quality required by the Purchaser.
- 5.2 The Supplier shall perform its obligations under this Contract with all skill, care and diligence and in an efficient and professional manner in accordance with the terms and conditions of this Contract.
- 5.3 The Supplier shall comply with the Time Frame(s) for the supply of the goods as set out in **Schedule 2** of this Contract.
- 5.4 The Supplier shall liaise with the Purchaser's Delegate in relation to the supply of the goods and the Supplier must comply with any reasonable request made by the Purchaser's Delegate in relation to the supply of the goods.

6. INSPECTION, REJECTION AND ACCEPTANCE

- 6.1 The Purchaser through its Delegate may with reasonable notice to the Supplier, inspect the Goods at any time prior to acceptance and reject any goods not found to be in accordance with the Contract. After acceptance, the Purchaser may reject the goods or any of its associated materials or equipment for any non-conformity with the Contract which could not have been discovered by reasonable inspection before acceptance.
- 6.2 The Purchaser shall not be liable to pay for rejection of the Goods for any damages or costs arising from inspection or rejection.
- 6.4 If the Purchaser rejects the Goods, the Supplier must without prejudice to the Purchaser's rights otherwise arising under the Contract or the general law replace without cost the rejected Goods, and refund any payment for the rejected Goods, or repair the rejected Goods to the satisfaction of the Purchaser.
- 6.5 Acceptance of goods shall not constitute a waiver of any defects that were not apparent during inspection.

7. DELIVERY OF THE GOODS

- 7.1 The Purchaser shall prior to the date of supply and delivery of goods provide the Supplier with an advance notice of request of supply.
- 7.2 The advance notice of request of supply shall ascertain the goods and quantity of goods to be supplied and to be delivered by the Supplier on the dates as set out in **Schedule 2** of the Contract.
- 7.3 The Supplier shall at the request of the Purchaser or its Delegate supply and deliver the goods to the location set out in sub-clause 4.2(b) Purchaser.
- 7.4 The Purchaser or the Purchaser's Delegate upon the delivery of goods by the Supplier shall provide the Supplier with an acknowledgement in writing of receipt of the Goods.

- 7.5 There shall be no waiver or variation of the Date of Delivery unless an extension of time is agreed to in writing by the Purchaser or the Purchaser's Delegate on the terms and conditions as may be agreed to.

8. QUALITY OF GOODS

- 8.1 The Supplier must provide the Goods free from defects and the Goods must be of merchantable quality and be fit for their purpose.

9. PASSING OF PROPERTY

- 9.1 The Purchaser or the Purchaser's Delegate shall, upon delivery of Goods by the Supplier, provide the Supplier with an acknowledgement in writing of receipt of the Goods, thereby passing the property in, and risk of loss or damage to the Goods to the Purchaser.

10. WARRANTY

- 10.1 The warranty period of the supplied Goods shall be for twelve (12) months from the day that the Goods were acknowledged in writing to have been received.
- 10.2 If the Purchaser gives notice of any defect or omission discovered in the goods during the warranty period, the Supplier must correct the defect or omission without delay and at no cost to the Purchaser.
- 10.3 The Supplier must meet all costs of, and incidental to, the discharge of its warranty obligations, including but not limited to any packing costs, freight.

11. LIQUIDATED DAMAGES

- 11.1 If the Supplier defaults in their performance of the Contract, the Purchaser shall be entitled to claim **0.5%** of the supply value for each day of the delay of supply and delivery.
- 11.2 The Purchaser shall only be entitled to claim up to a total of ten percent (10%) of the total contract value for a default by the Supplier pursuant to sub-clause 11.1.
- 11.3 Where the default consists in the delay of performance of obligations under this contract due to reasons beyond the control of either of the parties, then the damages in sub-clause 11.1 cannot be claimed

12. PAYMENT FOR THE SUPPLY, DELIVERY OF GOODS and successfully completion of 16000hrs services.

- 12.1 Subject to Clause 6, the Purchaser must pay for the supply and the delivery of Goods in the following manner:
- (a) Ten percent (10%) of the total contract value shall be paid after the execution of the Contract;
 - (b) Fifty percent (50%) of the total contract value shall be paid to the Supplier upon successful release of the supply and delivery of goods as per **Schedule 3** and upon the rendering of a correct invoice and shipping document

- (c) Forty percent (40%) of the total contract value shall be paid to the Supplier upon successful receipt of the supply of goods **plus the successfully completion of 16000hrs services of all 3 Kohler MTU engines** as per **Schedule 3** and upon the rendering of a correct invoice and endorsement by Purchaser

12.2 A correctly rendered invoice shall:

- (a) specify the Goods requested by the Purchaser, supplied and delivered by the Supplier; and
- (b) approved and certified as correct by the Purchaser.

13. CONFIDENTIALITY

- 13.1 The Supplier must treat, and require its servants, agents and subcontractors to treat, all confidential information of the Purchaser given in connection with the Contract and identified as having, or marked with, a classification indicating its confidentiality according to that classification. The Supplier shall not disclose any confidential information without the consent of the Purchaser.

14. LAW

- 14.1 The Contract shall be governed by and construed in accordance with the laws in force in the Independent State of Samoa ("*Samoa*").
- 14.2 The Supplier shall comply with any Act of Parliament, Regulation and By-Law of any authority that has jurisdiction over the supply of goods.
- 14.3 Failure to comply with sub-clause 14.1 and 14.2 is a breach of this Contract, and the Purchaser may terminate the Contract immediately.

15. COMPLIANCE WITH POLICIES AND PROCEDURES

- 15.1 The Supplier shall when using the Customer's premises or facilities, comply with all reasonable directions of the Purchaser and all procedures and policies of the Purchaser relating to occupational health (including no smoking), safety and security in effect within the vicinity.

16. ASSIGNMENT

- 16.1 The Supplier must not assign the whole or any part of the Contract without the consent of the Purchaser, which must be reduced in writing.
- 16.2 The Supplier must not consult with any other person for the purposes of entering into an arrangement that would or could require assignment of the Contract without first consulting the Purchaser.

17. SUB-CONTRACTING

- 17.1 The Supplier must not subcontract the whole or any part of the Contract without prior approval in writing by the Purchaser.
- 17.2 The Purchaser may impose any terms and conditions it considers appropriate when giving its approval under sub-clause 17.1.

- 17.3 The Supplier shall be liable to the Purchaser for the acts and omissions of any subcontractor as if they were the acts and omissions of the Supplier.

18. INDEMNITY

- 18.1 The Supplier must at all times indemnify the Purchaser its officers, employees and agents (in this clause referred to as "*those indemnified*") from and against any loss (including legal costs and expenses on a solicitor/client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Supplier, its officers, employees, agents or subcontractors in connections with this Contract.
- 18.2 The Supplier's liability to indemnify the Purchaser under sub-clause 18.1 will be reduced proportionately to the extent that any negligent act or omission of the Purchaser contributed to the relevant liability, loss or damage.
- 18.3 The rights of the Purchaser to be indemnified under this Clause is in addition to and not exclusive of, any other right, power or remedy provided by law.
- 18.4 The obligations under Clause 18 shall survive the expiration or termination of this Contract.

19. INSURANCE

- 19.1 The Supplier shall take out and/or produce evidence of an existing insurance policy that covers:
- (a) All Risk insurance policy; and
 - (b) Public Risk insurance policy;
- 19.2 Where the Supplier is not covered by comprehensive insurance, the Supplier shall be liable for loss or liability for personal injury to or the death of any person whomsoever or loss of or damage to any property that affects this Contract.
- 19.3 The Purchaser must be informed of any alterations to insurance.

20. DISPUTE RESOLUTION

- 20.1 The parties to the Contract must endeavour to amicably settle (a) dispute(s) arising out of or in relation to the terms and conditions of the Contract which may be negotiated by the parties, if not resolved dispute may be referred to an Arbitrator agreed to by both parties.
- 20.2 Any Arbitration shall be conducted in accordance with the Arbitration Act 1976 (Samoa) and the Arbitrator's decision shall be final.

21. TERMINATION

- 21.1 Without prejudice to its rights at common law, the Purchaser may at any time and without having to provide any reasons, give the Supplier two (2) weeks written notice to terminate this Contract.
- 21.2 Notwithstanding sub-clause 21.1 the Purchaser may terminate this Contract where the Supplier:
- (a) commits an act of insolvency or comes under any form of insolvency administration, or suffers any execution against its assets; or
 - (b) fails to proceed at a rate of progress so as to ensure the due and proper completion of the Contract; or
 - (c) fails to take action to remedy a breach of any other obligation under the Contract within 14 days of being notified by the Purchaser requiring the Supplier to remedy/rectify the breach; or
 - (d) assigns its rights otherwise than in accordance with the requirements of the Contract.
- 21.3 Where, before termination of the Contract under sub-clause 21.1, the Purchaser has made any payment in advance on account of the contract price to the Supplier, the total amount of that payment shall be repaid by the Supplier to the Purchaser on termination and, if not repaid shall be recoverable by the Purchaser from the Supplier as a debt.

22. PERFORMANCE SECURITY

- 22.1 The Performance Security shall be an unconditional Bank Guarantee – 10% of the Total Contract Price.

23. PURCHASER'S DELEGATE

- 23.1 The Purchaser's Delegate ("*the Delegate*") has responsibility under the Contract for general liaison with the Supplier, supervising the Supplier's performance, approving payment of the Supplier's costs, and accepting and issuing any written notification under the Contract.
- 23.2 The Delegate is: **Sofia Silipa**
MANAGER FINANCE DIVISION
ELECTRIC POWER CORPORATION
Phone: +685 65505
Email : silipas@epc.ws

24. NOTICES

- 24.1 Any, notice, demand, consent in writing or other communications required to be given or made under or pursuant to this Contract will be given by delivery by hand or sent by

prepaid certified or security post or facsimile transmission (to the listed facsimile number) to the party to which that notice, demand, consent or other communication is required or permitted to be given or made under this Contract at the following addresses:

(a) in the case of the Supplier:

[Please insert Supplier's address for Notice & contact details]

(b) in the case of the Purchaser:

Tologatā.G.L.T.TileLeī'aTuimalealiifano
GENERAL MANAGER
ELECTRIC POWER CORPORATION
P.O. Box 2011
Level 5 TATTE Building
Sogi
Apia
SAMOA
Telephone: 65401,
Fax 23748
Email Address: leiat@epc.ws

Or at such other address as may from time to time be notified by one party to the other in writing for the purpose of this clause.

24.2 Sufficient if the notice is:

- (a) given under that hand of a Director or Secretary of or the Solicitors for the Supplier, in the case of the Supplier;
- (b) given under the hand of the Purchaser's Delegate; in the case of the Purchaser.

25. VARIATION

25.1 No modification, variation of the Contract shall be binding unless it is mutually agreed to by the parties, reduced into writing and signed by both parties.

26. WAIVER

26.1 A waiver by a party in respect of any breach of a provision of the Contract shall not be taken to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. Failure by a party to enforce a provision of the Contract shall not be construed as a waiver of the provision or a waiver of any breach of the provision.

27. AUTHORITY TO SIGN THE CONTRACT

27.1 Both parties jointly warrant that the person signing on behalf of each Party has the power and authority to do so.

IN WITNESS WHEREOF this Contract has been executed the day and year first above written.

SIGNED by the **MINISTER OF**)
THE ELECTRIC POWER CORPORATION)
HONOURABLE PAPALIITELE NIKO LEE HANG)

for and on behalf of the)
GOVERNMENT OF SAMOA THE)
INDEPEDENT STATE OF SAMOA)

In the presence of:)

.....
(Witness' Signature & Name)

.....
(Designation)

.....
(Address)

SIGNED by: **[please insert name of Supplier]**)
Trading under the style of **[insert trading name**)
or company name appropriately])
In the presence of:)

.....
(Witness' Signature & Name)

.....
(Designation)

.....

(Address)

Section 6- Contract Schedules & Annexes

SCHEDULE 1

[Schedule of Prices and Bill of Quantities]

[To be inserted after award of contract]

SCHEDULE 2

[Delivery Schedule]

[To be inserted after award of contract]

SCHEDULE 3

[Summary of Costs]

[To be inserted after award of contract]

Annex A

[INSURANCE POLICY/VERIFICATION OF INSURANCE]

[To be inserted after award of contract, which must be provided by the successful Bidder / Supplier who has been, awarded the Contract?]

Annex B

[PERFORMANCE SECURITY]

[To be inserted after award of contract, this must be provided by the successful Bidder/ Supplier who has been awarded the Contract]