

Request for Services



GOVERNMENT OF SAMOA

ELECTRIC POWER CORPORATION

PROCUREMENT OF SERVICES

BID DOCUMENTS FOR

**“PROVISION OF SERVICES FOR THE CLEARING AND MAINTENANCE OF EPC FACILITIES
AND GROUNDS”**

INVITATION TO BID

Invitation To Bid No: *SAMEPC30-2018*

Tender Closes: *Monday 22nd October 2018*

Procuring Entity: *Electric Power Corporation*

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This section provides to the Bidders information regarding the eligibility criteria, form, procedure and timing of bidding.

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This section specifies the parameters of the Instructions to Bidders and particularises and supplements the information requirements included in Section 2- ITB.

Section 4 Bid Forms & Evaluation Criteria

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 most conforming evaluated bid and the qualifications of the Bidder to perform the contract. The winning bid is not necessarily the lowest bid.

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PART I

INVITATION TO BID FOR DIRECT PURCHASE OF GOODS AND/ OR SERVICES

Section 1 – Letter of Invitation to Bid

- A. The General Manager, Tologata L. G. T Tile Leia 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 **“PROVISION OF CLEARING AND MAINTENANCE OF EPC FACILITIES AND GROUNDS”**
- B. This Invitation for Bids includes the following Bidding Documents
- | | | |
|-------|-------------|--------------------------------------|
| (i) | Section 1 - | Letter of Invitation to Bid |
| (ii) | Section 2- | Instruction to Bidders |
| (iii) | Section 3- | Bid Data Sheet |
| (iv) | Section 4- | Bid Forms & Evaluation Criteria |
| (v) | Section 5- | 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 read thoroughly and understand the terms and conditions of Contract.
- D. For enquiries and inspection of bidding documents before submission, bidders can contact the following persons at the address given below from 9.00am to 5.00pm on normal working days no later than Friday 19th October 2018:
- | | |
|--|---|
| MORREAU SAGAGA
PLANNING & RESEARCH
CORPORATE GOVERNANCE DIVISION
ELECTRIC POWER CORPORATION
LEVEL 5, TATTE BUILDING
SOGI, APIA
SAMOA
Telephone: (685) 65552
Mobile: (685) 7680779
Email: msagaga@epc.ws | TU’U’U EKIUMENI FAUOLO
CHIEF ENGINEER
POWER GENERATION DIVISION
ELECTRIC POWER CORPORATION
LEVEL 5, TATTE BUILDING
SOGI, APIA
SAMOA
Telephone: (685) 65571
Mobile: (685) 7572166
Email: fauoloe@epc.ws |
|--|---|
- E. Interested Bidders are invited to uplift the Bidding Documents from the Principal at the address indicated above.
- F. **Tender Closes on Monday 22nd October 2018 at 10:00am.** 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 and no later than 10:00am on Monday 22nd October 2018
- G. A **Mandatory Pre-Bid Meeting** will be held on **Friday 5th October 2018 at 10:00am** at the EPC Fuluasou Conference Room.

- H. **A Mandatory 2-Day Pre-Bid Site Visit** scheduled for **Tuesday 9th October 2018** and **Thursday 11th October 2018** shall be confirmed during the Mandatory Pre-Bid Meeting on Friday 5th October 2018
- I. All Bids must be delivered in a sealed envelope at the address provided and marked as follow:
“Tender for the Provision of Clearing and Maintenance of EPC Facilities and Grounds”
SECRETARY
SAMOA TENDERS BOARD
MINISTRY OF FINANCE
LEVEL 4, CENTRAL BANK OF SAMOA BUILDING
APIA
SAMOA
- J. All Bids will be publicly opened immediately after the given date of deadline in the presence of the Tenders Board and any bidders’ or their representatives who choose to attend.
- K. All Bids must be in hard copies. There must be:
(i) one (1) original of all Bids which must be clearly marked “ORIGINAL”;
(ii) four (4) other copies of all Bids clearly marked “COPY”; and
- In the event of any discrepancy between the original and the copies, the original shall prevail.
- L. Late Bids will not be considered and will be returned to the bidder unopened.
- M. The Principal shall not be responsible for any costs or expenses incurred by the bidders in connection with the preparation or delivery of Bids.
- N. Bidders MUST provide all information required under this bidding document. Bids that do not include all of the information required will be deemed to be non – responsive.

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Tologata G.L.T Tile Lei’a Tuimalealiifano
General Manager
Electric Power Corporation

PART II

BIDDING PROCESS FOR DIRECT PURCHASE OF SERVICES

Section 2 Instruction to Bidders (ITB)

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Section 2- Instructions to Bidders

A. General

1. Scope of Bid

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

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 with the Ministry for Revenue, and operates in conformity with the provisions of the laws of the Independent State of Samoa (“Samoa”).
- 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 involved in. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (c) Any of its affiliates has been hired (or proposed to be hired) by the Principal in the preparation of this Tender.
- 2.4 Bidders upon reasonable request by the Principal shall provide such evidence of their eligibility that is satisfactory to the Principal.

B. Contents of Bidding Document

3. Sections of Bidding Document

- 3.1 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 to Bid

PART II

Section 2- Instruction to Bidders

Section 3- Bid Data Sheet

Section 4- Bid Forms & Evaluation Criteria

PART III

Section 5- 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 Principal and obtained through the process stated by the Principal in the Invitation to 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 addresses indicated in the BDS or raise his or 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 questions 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 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 an 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 any of the Items listed in the BDS and as detailed in Schedule 1 (Schedule of Prices and Bill of Quantities) by correctly completing the rates and prices as set out in Schedule 1.
- 11.3 The price to be quoted in the Bid Offer shall be the total price of the Bid (Total of ALL Items identified in the Schedule of Prices).
- 11.4 The Bid Price shall be inclusive of VAGST and any relevant duties, taxes, and other levies payable by the Supplier.

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 non-responsive.
- 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 has withdrawn his 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 is 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; or
 - (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 must submit their bids through hand. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting bids shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" 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 and returned unopened to the Bidder.

21. Withdrawal, and Modification of Bids

21.1 A Bidder may withdraw, substitute, or modify its **Substitution**, bid after it has been submitted and before the deadline by sending a written notice, duly signed by the bidder or 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 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 manager or owner 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 may 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 or the Evaluation Committee may request 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 the Principal's rights or the Bidder's obligation under the proposed contract if inconsistent with the Bidding Document; 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 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 is 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 any bid, 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, is 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 is 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. This can only be done after Tenders Board has approved the award of the contract. |
| | 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 notifications, 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 do 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), the Principal may award the Contract to the next most conforming evaluated Bidder whose offer is substantially responsive and is determined by the Principal to be qualified to perform the Contract satisfactorily. |

Section 3- Bid Data Sheet (BDS)

This section specifies the parameters of the Instructions to Bidders and particularises 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: Open Competitive Bidding (Public Tendering)
ITB 1.1	The Name of the Invitation for Bid is: <i>“Provision of Services for the Clearing and Maintenance of EPC Facilities and Grounds”</i>

B. Contents of Bidding Document

ITB 4.1	<p>For <u>clarification purposes</u> only, the Principal’s address is:</p> <p>Attention: <i>Morreau Sagaga or Tu’u’u Ekiumeni Fau’olo</i> Address: <i>5th Floor, TATTE Building, Sogi.</i> Telephones: <i>65552 or 65571</i> Mobiles: <i>7680779 or 7572166</i> Emails: msagaga@epc.ws or fauoloe@epc.ws</p> <p>Requests for clarification should be received by the Principal no later than <i>Friday 19th October 2018.</i></p>
ITB 4.2a	<p>A Mandatory Pre- Bid Meeting will take place at the following date, time and place:</p> <p>Date: <i>Friday 5th October 2018</i> Time: <i>10am</i> Place: <i>Fulusou Conference Room.</i></p>
ITB 4.2b	<p>A Mandatory 2-Day Pre-Bid Site Visit scheduled for Tuesday 9th October 2018 and Thursday 11th October 2018 shall be confirmed during the Mandatory Pre-Bid Meeting on Friday 5th October 2018</p>
ITB4.3	<p>All queries and requests for clarifications that the bidders seek to clarify during the Pre-Bid meeting should be put into writing and delivered to the Principals address before the Pre-bid meeting.</p>

C. Preparation of Bids

ITB 7.1	The Language of the Bid is: <i>English</i>
ITB 8.1 (b)	In accordance with ITB 9 and ITB 11, the following schedules shall be submitted with the bid: <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; • List of Past & Current contracts or supply of services similar to the supply of services proposed;
ITB 10.1	Alternative Bids shall not be permitted
ITB 11.2	The Bidder shall supply a bid for the clearance and maintenance of EPC Facilities and Grounds as in Schedule 1.
ITB 12.1	The currency of the bid and payment is: Samoan Tala.
ITB 13.1	List of Past & Current contracts or supply of services similar to this Tender.
ITB 15.1	The Bid Validity Period shall be 3 months from the date on which the Samoa Tenders Board opens the Bids.
ITB 16.1	<i>NOT APPLICABLE</i>
ITB 16.2	NIL
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 or by mail.
ITB 19.1	<p>For bid submission purposes only, bids must be addressed as follow:</p> <p><i>“Tenders for Provision of Services for the Clearing and Maintenance of EPC Facilities and Grounds”</i></p> <p>The Secretary Samoa Tenders Board Ministry of Finance Level 4 Central Bank of Samoa Building Apia <u>SAMOA</u></p> <p>The deadline for bid submission is:</p>

	Date: <i>Monday 22nd October 2018.</i> Time: <i>10:00am.</i>
ITB 22.1	The bid opening shall take place at the address below <u>immediately after</u> bid closing at: <i>Ministry of Finance</i> <i>Level 4, Central Bank of Samoa Building</i> <i>APIA</i>

E. Evaluation of Bids

ITB 23.2	The Bid Evaluation Committee shall be composed of representatives from: <ul style="list-style-type: none"> • Electric Power Corporation; • Ministry of Finance; • Office of the Attorney General and the • Ministry of Works, Trade and Infrastructure.
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F. Award of Contract

ITB 32.1	Awarding of this tender is by ZONE .
ITB 35.1	<i>Not Applicable.</i>

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. This Schedule will be Attached as ANNEXURE D: Principal's Letter of Offer]
- 1.2 Schedule of Prices and Bill of Quantities (BOQ)
Rates and Prices for all goods must be clearly set out. This Schedule shall be marked and included in the Contractor's Final Contract as ANNEXURE A: CONTRACTOR'S BID]
- 1.3 Services Schedule
[Services Schedule indicates the time-frames in which the success bidder is expected to provide the services. This Schedule shall be marked and attached to the Final Contract as ANNEXURE F: Services 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 ANNEXURE C: Summary of Costs]

2. QUALIFICATION

2.1 Eligibility

- 2.1.1 Valid Business License
[Bidders must submit a valid business licenses demonstrating a valid business activity for the performance of the Contract]

3. TECHNICAL PROPOSAL

3.1 Performance and Capacity

- 3.1.1 List of Past & current contracts or supply of services similar to this Tender.
[Bidder must submit a list of all past & current contracts or supply of services similar to this Tender, clearly identifying the client's name (Ministry (other than the Ministry of Police and Prisons Service) or other Company they provided services to and year(s) of supply of services].

4. LETTER OF ACCEPTANCE

[For the Principal's use only]

1. BID OFFER

1.1- Signed form of Bid with Bid Price

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

PROVISION OF CLEARING AND MAINTENANCE OF EPC FACILITIES AND GROUNDS
--

OFFER:

I/WE offer to execute the Contract For the Supply of [Insert Goods], 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:

[This will be attached as Annexure D to the FINAL CONTRACT]

1.2 - Schedule of Prices and Bill of Quantities (BOQ)

SCHEDULE 1 [Schedule of Prices and Bill of Quantities]

SCHEDULE OF SERVICE					
Item No.	EPC SITE	ZONE	SITE AREA (m ²)	MONTHLY PRICE PER SITE (GST INCL) (SAT\$)	TOTAL MONTHLY PRICE PER ZONE (GST INCL) (SAT\$)
1	VAITELE COMPOUND	A	Approx 9,430		
2	FIAGA COMPOUND		Approx 65,617		
3	FULUASOU COMPOUND	B	Approx 4,800		
4	RACECOURSE SOLAR FARM		Approx 39,097		
5	ALAOA HYDRO SCHEME	C	Approx 12,858		
6	FALE-OLE-FE'E HYDRO SCHEME		Approx 34,803		
7	TANUGAMANONO STATION		Approx 8,297		
8	SAMASONI HYDRO SCHEME		Approx 5,795		
9	SAUNIATU HEADPOND	D	Approx 5,800		
10	TAELEFAGA STATION		Approx 4,240		
11	AFULILO DAM		Approx 31,914		
12	VAILOA WIND FARM		Approx 7,024		

[This Schedule shall be attached as as part of Annexure B in the Contractor's Bid to the Contract and form part of the Contract]

REFER TO LIST OF GROUNDS AND PIPELINES BELOW FOR FURTHER DETAILS.

SCOPE OF WORKS/SERVICES:

APPENDIX A – SERVICES

LIST OF GROUNDS & PIPELINES TO BE CLEARED EVERY MONTH BY CONTRACTORS

Item No.	EPC SITE	DESCRIPTION
1	VAITELE COMPOUND	<ul style="list-style-type: none"> • 35% of 150m x 205m of total fenced compound (9,225m²) • 205m x 1m of eastern fenceline (205m²)
2	FIAGA COMPOUND	<ul style="list-style-type: none"> • Road reserve of 2.33km Fiaga sealed road (29,367m²). Reserve meaning from seal edge to private properties fencelines. • 55% of 170m x 180m of total fenced plant compound (16,83m²) • (170m + 180m + 156m) x 1m of fenceline around plant compound (506m²) • (570m + 650m + 570m + 660m) x 6m of Fiaga property perimeter access road (14,700m²) • (570m + 650m + 570m + 660m) x 1m of Fiaga property perimeter fenceline (2,450m²) • 4 x (21m x 21m) of water pump stations including fence ines (1,764m²)
3	FULUASOU COMPOUND	<ul style="list-style-type: none"> • 50% of 90m x 80m compound plus 200m x 6m access including fenceline (4,800m²)
4	RACECOURSE SOLAR FARM	<ul style="list-style-type: none"> • Total solar farm fenced compound (38,267m²) • (522m + 311m) x 1m perimeter fenceline (833m²)
5	ALAOA HYDRO SCHEME	<ul style="list-style-type: none"> • (587m x 3m) of access road from SWA #9 intake to Alaoa power plant (1,761m²) • 32m x 42m of plant compound including fenceline (1,344m²) • 400m x 3m @ 50° slope of penstock pipeline (1,200m²) • (22m x 48m) + (60m x 10m) + (240m x 6m) + (33m x 10) of area around headpond & caretaker resident building (3,426m²) • (327m x 6m) + (12m x 6m) for west intake & access road (2,034m²) • (182m x 3m) x 2 for west headrace (1,092m²) • 120m x 2m for east headrace (240m²)
6	FALE-OLE-FE'E HYDRO SCHEME	<ul style="list-style-type: none"> • 50m x 50m plant compound including fenceline & drains (2,500m²) • (88m x 60m) + 0.5(88m x 39m) of headpond area including fenceline • (2,150m x 6m) + (15m x 35m) of west headrace pipeline & intake area (13,425m²) • (650m x 3m) + (30m x 50m) of east headrace & intake area (3,450m²) • 200m x 3m @ 30° of penstock (600m²)
7	TANUGAMANONO STATION	<ul style="list-style-type: none"> • (144m x 4m) + (50m x 2m) of access to station (676m²) • 50% of 125m x 120m compound (7,500m² incl. PV @ approx 1672m² (44m x 38m)) • (44m + 120m + 120m + 125m) x 1m of fenceline (409m²)
8	SAMASONI HYDRO SCHEME	<ul style="list-style-type: none"> • (50m x 50m) – (20m x 20m) of plant compound including drains (2,100m²) • 200m x 1m of fenceline including river bank (200m²)

		<ul style="list-style-type: none"> • (30m x 15m) + (70m x 6m) + (15m x 35m) of headpond area including flow meter hut (1,395m²)
9	SAUNIATU HEADPOND	<ul style="list-style-type: none"> • 20m x 30m of west intake area (600m²) • 200m x 6m of east intake area & access road (1,200m²) • 400m x 10m of headpond area (4,000m²)
10	TAELEFAGA STATION	<ul style="list-style-type: none"> • 505m x 3m @ 45^o angle of penstock pipeline (1,515m²) • 50% of 100m x 50m compound including fenceline (2,500m²) • 15m x 15m at Fagaloa peak (225m²)
11	AFULILO DAM	<ul style="list-style-type: none"> • 276m² at Pump House #2 • 5,068m² at roadside fenceline • 19,080m² at Afulilo access roads • 7,490m² at Afulilo compound before & after bridge including embankments at bridge
12	VAILOA WIND FARM	<ul style="list-style-type: none"> • 240m² at access • Approx 30% of wind farm compound (5,796m²) • 988m² of compound fenceline

The winning contractor should be able to demonstrate high standards and regard to Health & Safety, attention to detail, customer service and team work.

1. The service provider shall ensure best practice is applied during the execution of the contract employing high quality service and professionalism in mowing, weeding, weed spraying and maintaining a clean environment.
2. The sites may have an electrical installation with high voltage equipment and underground cabling. It is therefore essential that the contractor doesn't engage any digging equipment on any part of the grounds unless supervised and or directed by the EPC.
3. The service provided should ensure the safety of EPC staff, facilities and properties while executing the cleaning and clearing of compounds.
4. The Service Provider shall remove all rubbish from the clearing and or keep it in a secure and acceptable level or removed from the site for disposal.
5. Damages to the facility and equipment on site.
 - a. The Contractor shall be responsible for informing the EPC of any and all suspected damages uncovered prior or during the execution of his duties for the term of the proposed Contract.
 - b. The damages shall include but not limited to:
 - i. cut steel rope,
 - ii. crack concrete anchor blocks,
 - iii. cut or damaged wiring,

- iv. damaged or broken windows
 - v. fencing wire missing, chain link broken or missing.
 - c. The Contractor shall keep a record of the time and date of when he or she enters and leaves the premises to perform his duties.
- 6. The EPC has an attendant on site who will keep track of the work and when it is carried out, this record will form part of the endorsement process for the payments of the monthly invoices.
- 7. The Contractor shall exercise good judgment when dealing with members of the public and village around the site as land issues could sprout due to indecent behaviour and or unlawful access on to surrounding family property, on the part of the service provider or his employees.
- 8. The contractor shall be responsible for the safety of his employees at all times.
- 9. The employees of the Contractor shall wear clothing to OSHA requirements as stipulated by the MCIL respective Act.
 - a. High Viz vests and or coverall shall be a minimum to ensure visibility at a distant.
 - b. Boots shall be worn at all times

These are considered minimum for any person working on the clearing and cleaning of the site at all times including all supervisors of the Contractor.

SPECIFIC DUTIES.

- i. Mow lawn either by hand or using a riding lawnmower for both inside ground and outside compound fence.
- ii. Trim shrubs and pull weeds.
- iii. Trim hedges and small trees.
- iv. Remove dead, damaged, or unwanted trees.
- v. Rake and sweep debris/litters.
- vi. Clear walkway from debris.
- vii. Always keep the EPC surroundings and environment clean at all times.

- viii. Submit monthly report to Generation Manager for verification of work performance.

1.3 - Services Schedule

SCHEDULE 2 **[Delivery Schedule]**

ZONE	DELIVERY PERIOD
ALL	1st Nov 2018 – 31st Oct 2020

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

1.4 – Schedule of Summary of Costs

SCHEDULE 3

ZONE	TERMS OF PAYMENT
ALL	<u>POST PAID</u> – EPC WILL ONLY PAY WHEN THE SERVICE IS PERFORMED AND COMPLETED ON MONTHLY BASIS.

[All Post Paid after service is rendered and this will be attached to the Contract as Annexure C]

PART III CONTRACT FORMS FOR DIRECT PURCHASE OF SERVICES

4. LETTER OF ACCEPTANCE

Electric Power Corporation

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 **Provision of Services for the Clearing and Maintenance of EPC Facilities and Grounds** 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) A Valid copy of your business licence.

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.

.....
Tologata G.L.T Tile Lei'a Tuimalealiifano
General Manager
Electric Power Corporation

[This Letter of Acceptance will be attached to the Final Contract as ANNEXURE E: PRINCIPAL'S LETTER OF ACCEPTANCE]

Contract for Services



GOVERNMENT OF SAMOA

CONTRACT FOR “PROVISION OF SERVICES FOR THE CLEARING AND MAINTENANCE OF EPC FACILITIES AND GROUNDS AT [Insert Zone Label]”

BETWEEN:

THE ELECTRIC POWER CORPORATION
 (“the Principal”)

AND:

[INSERT NAME] (“the Contractor”)

OCT 2018

This **CONTRACT** is made on this _____ day of **OCT 2018**.

BETWEEN: THE GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA acting by and through the GENERAL MANAGER OF THE ELECTRICAL POWER CORPORATION (in this Contract referred to as “the Principal”),

AND [INSERT NAME/LEGAL DESCRIPTION] of [insert village, street or PO Box address as applicable], [insert country](“in this Contract referred to as “the Contractor”);

(together referred to as “**the Parties**”)

WHEREAS:

- A.** The Principal is desirous to enter into a contract for the “**PROVISION OF SERVICES FOR THE CLEARING AND MAINTENANCE OF EPC FACILITIES AND GROUNDS at [insert Zone Label]**” (“the Services”).
- B.** The Principal as a result of a **Competitive Bidding Method** has selected and agreed to appoint the Contractor to provide and carry out the Services as described in this Contract.
- C.** The Contractor has agreed to carry out the Services subject to the terms of this Contract and such specifications, directions and instructions from the Principal through its agent, who shall be responsible for supervising the execution of the Services (“the Supervisor”).

THE PARTIES THEREOF AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 IN this Contract, unless otherwise required by the context or subject matter, the following definitions shall apply:

‘**Commencement Date**’ means the commencement date of the Services in accordance with Clause 3.1;

‘**Completion Date**’ means the date at which all Services required to be performed under this Contract are completed in accordance with Clause 3.2;

‘**Contract**’ means this contract for the “PROVISION OF SERVICES FOR THE CLEARING AND MAINTENANCE OF EPC FACILITIES AND GROUNDS”;

‘**Contract Date**’ means the execution date of this Contract;

‘**Contract Price**’ means the agreed price for completing the Services in accordance with Clause 5 of this Contract;

‘**Month**’ means a calendar month;

‘Premises’ means the EPC areas including its compound facilities;

‘Services’ means the clearing and maintenance of Zone [insert zone label] area at [insert] including its compound facility;

‘Services Schedule’ means the services programme that the Contractor must provide to the Principal in accordance with **Annexure F of the Schedule** to this Contract;

‘Site’ means EPC Zones [insert the zone label] for maintenance and clearing;

‘Sub-contractor’ means a person or body corporate that has contract with the Contract to carry out part of the Services;

‘Supervisor’ means the person nominated by the Principal as the Principal’s representative (or any other competent person appointed by the Principal and notified to the Contractor to act in replacement of the Principal’s representative) in accordance with Clause 7;

‘Week’ means calendar week;

‘Working days’ means all days except Saturdays, Sundays and public holiday.

1.2 **IN** this Contract, unless a contrary intention appears:

- (a) words in the singular include the plural and vice versa; and
- (b) words importing one gender include the other gender.

1.3 **CLAUSE** and subclause headings are included in this Contract for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.4 **IN** the event that there is any inconsistency between the Contract terms and conditions and the Schedule attached hereto, the Schedule of this Contract shall prevail.

2. THE SERVICES

2.1 **THE** Contractor shall provide the Services in accordance with the specifications set out in **Annexure A of the Schedule** to this Contract.

2.2 **THE** Contractor shall perform the Services in accordance with the highest standards and quality, and in an efficient, professional, environmentally sound and safe manner.

2.3 **THE** Contractor shall comply with any policy or direction notified by the Principal regarding any environmental, safety and or quality standards for carrying out the Services.

3. CONTRACT PERIOD

3.1 THE Contractor commenced the provision of the Services on **[insert date]** (“Commencement Date”).

3.2 THE Services are to be completed by no later than [insert period in years/months/days] from the Commencement Date on **[insert date]** (“Completion Date”).

4. INSPECTION, REJECTION AND ACCEPTANCE

4.1 THE Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of its tender for the Services and the Contract Price.

4.2 THE Contractor acknowledges that he has inspected the Premises and its conditions before it agreed to supply the Services.

4.3 THE first **3 Months** of this Contract shall be deemed to be a probationary period during which the Contractor’s performance of his/her/its obligations shall be monitored and assessed accordingly. The Principal may, at its sole discretion and without having to give any reasons to the Contractor, determine this Contract at the end of the **[insert period e.g. three (3) months]** probationary period and the Principal shall forthwith terminate delivery of the Services by the Contractor.

4.4 THE Principal may inspect the performance and outcome of the Services at any time and for that purpose the Contractor shall at reasonable times during working hours, give the Supervisor access to the Premises where the Services are being performed. If the Services do not meet their purpose or are not in accordance with this Contract, the Principal may by notice in writing require the Contractor to make good any defects arising from poor workmanship at no additional cost to the Principal.

4.5 WHERE the Contractor fails to remedy a defect in the performance of the Services, complete the Services, or make good any defects arising from poor workmanship, within fourteen (14) days after notification by the Principal under this clause, the Principal may perform or have performed the necessary work and recover the cost from the Contractor without prejudice to any other rights or remedies the Principal may have.

5. CONTRACT PRICE

5.1 THE total cost of this Contract is **[insert amount in words] (insert amount in figures)** per annum including VAGST and all other applicable taxes for a period of [insert period] (hereinafter referred to as “the Contract Price”) from the Commencement Date.

5.2 THE Contract Ceiling Price for the duration of this Contract in accordance with Clause 5.1 is **[insert amount in words] (insert amount in figures)**for **[insert period of Contract]** inclusive of taxes.

6. PAYMENT

6.1 THE Contractor shall only be entitled to receive payment for the Services or any part thereof factually and properly performed in accordance with this Contract and as set out in **Annexure C of the Schedule** to this Contract.

6.2 THE Principal shall make payment to the Contractor in accordance with Clause 6.1 within fourteen (14) days of receipt of a correctly rendered invoice.

6.3 AN invoice is correctly rendered if it is:

- (a) addressed to the Principal in accordance with this Contract;
- (b) correctly calculated in accordance with this Contract;
- (c) identifies the Services performed;
- (d) where necessary accompanied by documentation substantiating the amount claimed; and
- (e) the Supervisor approves that the Services to which the invoice relates to have been performed in accordance with this Contract.

6.6 IF the invoice is found to have been incorrectly rendered after payment, any underpayment or overpayment shall be recoverable by or from the Contractor, as the case may be, and without limiting recourse to other available means, may be offset against the amount subsequently due by the Principal to the Contractor.

6.7 THE Contractor shall not be entitled under any circumstances to any payments in excess of **[insert amount in words] (insert amount in figures)**per annum or **[insert amount in words] (insert amount in figures)**for **[insert period of Contract]** for the duration of this Contract in accordance with Clause 5 of this Contract.

6.8 THE Contractor shall ensure that the Services are completed in accordance with the requirements and the standards of this Contract within the amount of the Contract Price.

7. PRINCIPAL'S REPRESENTATIVE

7.1 **THE** Principal's representative is [Mr Vena Vaoga who is responsible for supervising the execution of the Services and administering this Contract.

8. INSURANCE

8.1 **THE** Contractor will be responsible for taking out any appropriate insurance coverage to cover his/her/its own risks as well as any public liability insurance.

9. INDEMNITY

9.1 **THE** Contractor shall indemnify and keep indemnified and fully release the Principal, its officers, employees and agents from and against any loss, expenses or liability arising from any proceeding or demand made as a result of any wilful, unlawful or negligent act or omission of the Contractor, his officers, employees, agents or subcontractors in connection with this Contract.

9.2 **THIS** Clause 9 shall survive the expiration of this Contract.

10. APPLICABLE LAW

10.1 **THIS** Contract will be governed by and construed in accordance with the laws in force in the Independent State of Samoa.

11. CONTRACTOR'S COMPLIANCE WITH THE LAW

11.1 **THE** Contractor shall in performing the Services under this Contract, duly inform himself/herself/itself of and thereby comply with any Acts of Parliament, regulations, ordinances, local laws, and by-laws of any lawful direction of any authority that has jurisdiction over the Services and shall not be entitled to rely upon any direction or other information by the Principal in satisfaction of this requirement, which rests solely on the Contractor.

12. ASSIGNMENT AND SUBCONTRACTING

12.1 **THE** Contractor shall not without the prior written consent of the Principal:

- (a) assign his/her/its rights or any part of such rights under this Contract; or
- (b) sub-contract out any part of the Services.

13. NOTICES

13.1 ANY notice, demand, consent in writing or other communication required to be given or made under or pursuant to this Contract will be:

(a) given by being, delivered by hand deliver 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:

i) in the case of the **Contractor**:
[Insert Name and Designation]
[Insert Contact Details and Address]

ii) in the case of the **Principal**:
[Insert Name and Designation]
[Insert Contact Details and Address]

(Attention: [Insert Name]
[Insert Designation]
[Insert Division if applicable])

(b) deemed to have been delivered if sent by facsimile transmission, on completion of transmission without evidence of garbling or incomplete transmission.

14. DISPUTE RESOLUTION

14.1 ANY question, dispute or difference arising between the Parties out of or in connection with this Contract or its interpretation, may be negotiated by the Parties and the Parties shall attempt to firstly settle the matter amicably between them.

14.2 WHERE the Parties fail to amicably settle a dispute, they may resort to mediation as provided for under the *Alternative Dispute Resolution Act 2007*.

14.3 IF the dispute is not resolved by mediation within forty-five (45) days, it shall be settled by arbitration in accordance with the *Arbitration Act 1976*, and the decision of the Arbitrator shall be binding on both parties.

14.4 CLAUSE 14 does not apply to either party commencing legal proceedings for urgent interlocutory relief.

15. TERMINATION

15.1 THE Principal, without prejudice to its rights under local laws and/or regulations and at common law may, by giving seven (7) days' notice in writing to the Contractor, terminate this Contract if the Contractor:

- (a) commits an act of insolvency or comes under any form of insolvency administration;
- (b) or suffers any execution against its assets; or
- (c) fails:
 - (i) to commence performance of the Contract or to proceed at a rate of progress so as to ensure the due and proper completion of the Contract; or
 - (ii) to take action to remedy a breach of any other obligation under this Contract within seven (7) days of being given notice by the Principal requiring the Contractor to remedy the situation;
- (d) assigns his/her/its rights otherwise than in accordance with the requirements of this Contract.

15.2 NOTWITHSTANDING anything in Clause 15.1, the Principal may at any time by giving fourteen (14) days' notice in writing to the Contractor terminate this Contract or reduce its scope for convenience.

15.3 WHERE the Principal terminates this Contract under Clause 15.1:

- (a) the Parties shall be relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;
- (b) the right of the Principal to recover damages against the Contractor shall not be affected;
- (c) the Contractor indemnifies the Principal in respect of any loss it may incur in getting the Services from other suppliers; and
- (d) where the Principal has made any payment in advance on account of the Contract Price to the Contractor, the total amount of that payment shall be repaid by the Contractor to the Principal on termination and, if not repaid shall be recoverable by the Principal from the Contractor as a debt.

15.4 WHERE the Principal terminates this Contract or reduces its scope under Clause 15.2:

- (a) the Contractor upon receiving notice must cease or reduce performance of the Services according to the tenor of the notice and forthwith do everything sensible to mitigate losses;
- (b) the Contractor may submit a claim for compensation and the Principal must pay to the Contractor such sums as are fair and reasonable in respect of the loss or damage resulting directly from the early termination or reduction in scope of the Services;
- (c) the Contractor will not be entitled to claim compensation in respect of expenditure contrary to this Contract or for loss of anticipated profits; and

(d) the compensation under this Clause shall not exceed the Contract Ceiling Price.

15.5 ON termination of the Contract under this clause, the Contractor may submit a claim for payment under this Contract for all direct costs incurred under the Contract up to and including the date of termination. The Principal shall pay to the Contractor such sums as are fair and reasonable in respect of the claim but the Contractor shall not be entitled to claim for payment for any costs not directly related to this Contract or for any loss of opportunity or of anticipated profits. The compensation (if any) payable under this clause shall under no circumstances exceed the total Contract Price.

16. COMPLIANCE WITH POLICIES AND PROCEDURES

16.1 THE Contactor must, when using the Principal's Premises or facilities, comply with all reasonable directions of the Principal and all procedures and policies of the Principal including those relating to occupational health (including no smoking), safety and security in effect at those premises or in regard to those facilities, as notified by the Principal or as might reasonably be inferred from the use to which the Premises or facilities are being put.

17. DOCUMENTS FORMING PART OF CONTRACT

17.1 THE following documents shall be attached to and form part of this Contract:

- (a) Scope of Services (Annexure A);
- (b) Contractor's Bid (Annexure B);
- (c) Financial Cost Breakdown (Annexure C);
- (d) Contractor's Letter of Offer (Annexure D);
- (e) Principal's Letter of Acceptance (Annexure E); and
- (f) Services Schedule (Annexure F).

17.2 THE documents listed in Clause 17.1 take precedence over the terms and conditions of this Contract and shall take the order of priority listed in Clause 17.1.

18. VARIATION

18.1 NO variation of this Contract shall be binding unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written -

EXECUTED by the [**INSERT MINISTER OR**)
CEO AS APPLICABLE] **ELECTRIC POWER)
CORPORATION)
for and on behalf of the **GOVERNMENT**)
OF THE INDEPENDENT)
STATE OF SAMOA)**

in the presence of:)

.....
Signature

.....
Name of Witness

.....
Occupation

SIGNED by [**INSERT NAME, DESIGNATION]**)
on behalf of [**INSERT**])

in the presence of)

.....
(Witness Name)

.....
(Witness Occupation)

THE SCHEDULE

ANNEXURE A - SCOPE OF SERVICES

SCOPE OF WORKS/SERVICES:

APPENDIX A – SERVICES

LIST OF GROUNDS & PIPELINES TO BE CLEARED EVERY MONTH BY CONTRACTORS

Item No.	EPC SITE	DESCRIPTION
1	VAITELE COMPOUND	<ul style="list-style-type: none"> • 35% of 150m x 205m of total fenced compound (9,225m²) • 205m x 1m of eastern fenceline (205m²)
2	FIAGA COMPOUND	<ul style="list-style-type: none"> • Road reserve of 2.33km Fiaga sealed road (29,367m²). Reserve meaning from seal edge to private properties fencelines. • 55% of 170m x 180m of total fenced plant compound (16,83m²) • (170m + 180m + 156m) x 1m of fenceline around plant compound (506m²) • (570m + 650m + 570m + 660m) x 6m of Fiaga property perimeter access road (14,700m²) • (570m + 650m + 570m + 660m) x 1m of Fiaga property perimeter fenceline (2,450m²) • 4 x (21m x 21m) of water pump stations including fence ines (1,764m²)
3	FULUASOU COMPOUND	<ul style="list-style-type: none"> • 50% of 90m x 80m compound plus 200m x 6m access including fenceline (4,800m²)
4	RACECOURSE SOLAR FARM	<ul style="list-style-type: none"> • Total solar farm fenced compound (38,267m²) • (522m + 311m) x 1m perimeter fenceline (833m²)
5	ALAOA HYDRO SCHEME	<ul style="list-style-type: none"> • (587m x 3m) of access road from SWA #9 intake to Alaoa power plant (1,761m²) • 32m x 42m of plant compound including fenceline (1,344m²) • 400m x 3m @ 50^o slope of penstock pipeline (1,200m²) • (22m x 48m) + (60m x 10m) + (240m x 6m) + (33m x 10) of area around headpond & caretaker resident building (3,426m²) • (327m x 6m) + (12m x 6m) for west intake & access road (2,034m²) • (182m x 3m) x 2 for west headrace (1,092m²) • 120m x 2m for east headrace (240m²)
6	FALE-OLE-FE'E HYDRO SCHEME	<ul style="list-style-type: none"> • 50m x 50m plant compound including fenceline & drains (2,500m²) • (88m x 60m) + 0.5(88m x 39m) of headpond area including fenceline • (2,150m x 6m) + (15m x 35m) of west headrace pipeline & intake area (13,425m²) • (650m x 3m) + (30m x 50m) of east headrace & intake area (3,450m²) • 200m x 3m @ 30^o of penstock (600m²)
7	TANUGAMANONO STATION	<ul style="list-style-type: none"> • (144m x 4m) + (50m x 2m) of access to station (676m²) • 50% of 125m x 120m compound (7,500m² incl. PV @ approx 1672m²)

		(44m x 38m) <ul style="list-style-type: none"> • (44m + 120m + 120m + 125m) x 1m of fenceline (409m²)
8	SAMASONI HYDRO SCHEME	<ul style="list-style-type: none"> • (50m x 50m) – (20m x 20m) of plant compound including drains (2,100m²) • 200m x 1m of fenceline including river bank (200m²) • (30m x 15m) + (70m x 6m) + (15m x 35m) of headpond area including flow meter hut (1,395m²)
9	SAUNIATU HEADPOND	<ul style="list-style-type: none"> • 20m x 30m of west intake area (600m²) • 200m x 6m of east intake area & access road (1,200m²) • 400m x 10m of headpond area (4,000m²)
10	TAELEFAGA STATION	<ul style="list-style-type: none"> • 505m x 3m @ 45^o angle of penstock pipeline (1,515m²) • 50% of 100m x 50m compound including fenceline (2,500m²) • 15m x 15m at Fagaloa peak (225m²)
11	AFULILO DAM	<ul style="list-style-type: none"> • 276m² at Pump House #2 • 5,068m² at roadside fenceline • 19,080m² at Afulilo access roads • 7,490m² at Afulilo compound before & after bridge including embankments at bridge
12	VAILOA WIND FARM	<ul style="list-style-type: none"> • 240m² at access • Approx 30% of wind farm compound (5,796m²) • 988m² of compound fenceline

The winning contractor should be able to demonstrate high standards and regard to Health & Safety, attention to detail, customer service and team work.

10. The service provider shall ensure best practice is applied during the execution of the contract employing high quality service and professionalism in mowing, weeding, weed spraying and maintaining a clean environment.
11. The sites is an electrical installation with high voltage equipment and underground cabling. It is therefore essential that the contractor doesn't engage any digging equipment on any part of the grounds unless supervised and or directed by the EPC.
12. The service provided should ensure the safety of EPC staff, facilities and properties while executing the cleaning and clearing of compounds.
13. The Service Provider shall remove all rubbish from the clearing and or keep it in a secure and acceptable level or removed from the site for disposal.
14. Damages to the facility and equipment on site.
 - a. The Contractor shall be responsible for informing the EPC of any and all suspected damages uncovered prior or during the execution of his duties for the term of the proposed Contract.

- b. The damages shall include but not limited to:
 - i. cut steel rope,
 - ii. crack concrete anchor blocks,
 - iii. cut or damaged wiring,
 - iv. damaged or broken windows
 - v. fencing wire missing, chain link broken or missing.
 - c. The Contractor shall keep a record of the time and date of when he or she enters and leaves the premises to perform his duties.
15. The EPC has an attendant on site who will keep track of the work and when it was carried out, this record will form part of the endorsement process for the payments of the monthly invoices.
16. The Contractor shall exercise good judgment when dealing with members of the public and village around the site as land issues could sprout due to indecent behaviour and or unlawful access on to surrounding family property, on the part of the service provider or his employees.
17. The contractor shall be responsible for the safety of his employees at all times.
18. The employees of the Contractor shall wear clothing to OSHA requirements as stipulated by the MCIL respective Act.
- a. High Viz vests and or coverall shall be a minimum to ensure visibility at a distant.
 - b. Boots shall be worn at all times

These are considered minimum for any person working on the clearing and cleaning of the site at all times including all supervisors of the Contractor.

SPECIFIC DUTIES.

- ix. Mow lawn either by hand or using a riding lawnmower for both inside ground and outside compound fence.
- x. Trim shrubs and pull weeds.
- xi. Trim hedges and small trees.
- xii. Remove dead, damaged, or unwanted trees.
- xiii. Rake and sweep debris/litters.

- xiv. Clear walkway from debris.
- xv. Keep the EPC environment clean at all times.

ANNEXURE B – CONTRACTOR’S BID

ANNEXURE C – SUMMARY OF COSTS

STATIONS	TERMS OF PAYMENT
ALL (1-11)	<u>POST PAID</u> – EPC WILL ONLY PAY WHEN THE SERVICE IS PERFORMED AND COMPLETED ON MONTHLY BASIS.

ANNEXURE D - PRINCIPAL'S LETTER OF OFFER

ANNEXURE E – CONTRACTOR’S LETTER OF ACCEPTANCE

ANNEXURE F – SERVICES SCHEDULE

Issue	Date
ZONE [<i>insert Zone label</i>]	1st July 2016 – 30th June 2018

