

GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA



**BIDDING DOCUMENT FOR THE
PROCUREMENT OF GENERAL SERVICES**

**FOR THE PROCUREMENT OF
Fuel Facility Assets Insurance Cover
GENERAL SERVICES INVITATION FOR BID
(IFB) SERIAL NO.: MOF-ENERGY 2022/04R**

BY OPEN COMPETITIVE BIDDING (National)

ISSUED ON: 02/09/2022

PROCURING ENTITY: Ministry of Finance

STANDARD BIDDING DOCUMENTS

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PART 1 – BIDDING PROCEDURES

Section I – Instructions to Bidders

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General

- Scope of Bidding**
- 1.1 The procuring entity, as **specified in the BDS**, issues this Bidding Document for the procurement of the general services as specified in **Section V – Procuring entity’s Requirements**.
 - 1.2 The name and identification number of this Open Competitive Bidding procurement are **specified in the BDS**. The name, identification, and number of lots of are also **provided in the BDS**.
 - 1.3 Throughout this bidding document:
 - (a) **“Contact Entity”** is the procuring entity’s assigned agency or person for conducting the bidding and contract administration processes;
 - (b) **“day”** means calendar day;
 - (c) **“Government”** means the Government of the Independent State of Samoa;
 - (d) the term **“in writing”** means communicated in written form (**e.g. by mail, e-mail, fax, telex**) with proof of receipt;
 - (e) **“procuring entity”** means the Government or delegate or proxy for the Government and the Executor of the Contract;
 - (f) if the context so requires, **“singular”** means **“plural”** and vice versa.
- Source of Funds**
- 2.1 The procuring entity has received public funds toward the cost of the project **named in the BDS** for the execution of this procurement.
 - 2.2 Payment shall be in accordance with the Government’s Treasury Instructions and Payment Policy.
- Fraud and Corruption**
- 3.1 The procuring entity shall require that the services provider, its contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, and service providers under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.
 - 3.2 Accordingly, the Government shall clarify the terms where it becomes necessary, but for the purposes of this provision the following are considered unacceptable practices;
 - (a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;¹

¹ *“Another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes the Government’s staff and employees of other organizations taking or reviewing procurement decisions.*

- (b) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;²
- (c) “collusive practice” means an arrangement between two or more parties³ designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (d) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴ and/or
- (e) “obstructive practice” means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights.

3.3 A person who commits an offence relating to corrupt activities in Samoa shall:

- (a) be liable for conviction under the provisions of the laws of the Independent State of Samoa relating to corrupt activities in Samoa;
- (b) have their bid rejected if it is determined that the bidder is not in compliance with the laws of the Independent State of Samoa relating to corrupt activities in Samoa;
- (c) risk other sanctions in accordance with the Procurement Suspensions and Debarments Procedure.

3.4 The procuring entity will:

² “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁴ “Party” refers to a participant in the procurement process or contract execution.

- (i) reject a bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (ii) cancel the portion of the funding appropriation allocated to a contract if it determines at any time that representatives of the procuring entity or of a beneficiary of the appropriation were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the procuring entity having taken timely and appropriate action satisfactory to the procuring entity to remedy the situation or address such practices when they occur;
- (iii) sanction a bidder, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a Government financed contract; and
- (iv) have the right to require that, in contracts financed by a Government appropriation, a provision be included requiring bidders to submit audited financial statements and the same to be certified by an independent auditor, and also to permit the Government to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Government.

3.5 Furthermore, bidders shall be aware of the provision stated in GCC 22 of this bidding document with regard to termination for fraudulent and corrupt behaviour.

**Eligible
Bidders**

4.1 A bidder may be a natural person, private entity, or government-owned entity or a joint venture (JV), under an existing agreement, or with the intent to constitute a legally-enforceable JV (supported by a letter of intent). All partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of Contract. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event

the JV is awarded the Contract, during contract execution. Unless **specified in the BDS**, there is no limit on the number of members in a JV.

- 4.2 A bidder shall be deemed to have the nationality of a country if the bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or contractors for any part of the Contract including related services.
- 4.3 An eligible bidder (regardless of its country of registration and including any director, officer, manager or supervisor of the bidder) shall not within a period of 3 years preceding the date of issuance of the invitation to bid have been:
 - (a) convicted of any criminal offence, whether in Samoa or elsewhere:
 - (i) relating to his or her professional conduct;
 - (ii) relating to the making of false statements or misrepresentations as to his or her qualifications to enter into a procurement contract;
 - (iii) involving dishonesty; or
 - (iv) under anti-corruption legislation; or
 - (v) suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in Samoa or elsewhere; or
 - (b) convicted of an offence involving dishonesty, obstruction of justice or a lack of honesty or business integrity; or
 - (c) convicted for an offence involving corruption; or
 - (d) convicted for engaging in anti-competitive practices, whether or not involving collusion; or
 - (e) deliberately neglectful or failed without good cause to perform a contract in accordance with its terms, if so serious in nature as to justify suspension or debarment.
- 4.4 The bidding process is open to all eligible bidders.
- 4.5 A bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in the bidding process if:

- (a) they are or have been associated in the past, with a firm or any of its affiliates (including third parties, controlling partner in common or a leading partner of a joint venture, or a common representative) which have been engaged by the procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this bidding document; or
 - (b) they are associated, or have been associated in the past, with a firm or any of its affiliates (including third parties, controlling partner in common or a leading partner of a joint venture, or a common representative) that have been hired (or is proposed to be hired) by the procuring entity as Project Manager for the Contract.
- 4.6 Bidders shall not submit more than one bid in this bidding process, except for alternative bids permitted under ITB Clause 13. This does not limit the participation of Subcontractors in more than one bid.
- 4.7 A firm that has been sanctioned by the Government in accordance with ITB 3 shall be ineligible to be awarded a contract, or benefit from a Government-financed contract, financially or otherwise, during such period of time as the Government shall determine. The list of debarred firms shall be made available as **specified in the BDS**.
- 4.8 In accordance with the Instructions, the bidder and any named Subcontractors shall certify in the Bid Submission Form that they are in good standing with the Government and have paid all taxes, duties, fees and other impositions as may be levied in Samoa prior to the award of contract. Evidence of such certification may be required from the successful bidder prior to award of contract.
- 4.9 Foreign Government-owned enterprises and public bodies in Samoa shall be eligible only if they can establish that they:
- (a) are legally and financially autonomous;
 - (b) operate under commercial law; and
 - (c) are not a dependent agency of the procuring entity or other department or agency of the Government.
- 4.10 Failure to directly obtain the bidding documents from the procuring entity will result in ineligibility of that bidder from participating in the procurement process.

- 4.11 Bidders shall provide such evidence of their continued eligibility satisfactory to the procuring entity as the procuring entity shall reasonably request.
- 4.12 In case a pre-qualification process is conducted prior to the tendering process, this tendering is open only to pre-qualified Bidders **as confirmed in the BDS**.
- 4.13 Bidders shall be excluded if:
- (a) as a matter of law, the Government prohibits commercial relations with that country, provided that the Government is satisfied that such exclusion does not preclude effective competition for the supply of services as required; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits importation or contracting of general services from that country or payments to a person or entity in that country.

**Eligible
Materials,
Equipment
and Services**

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Government may have their origin in any country not that excluded in the list **specified in the BDS** and expenditures under the contract are limited to such materials, equipment and services. At the procuring entity's request, the bidders may be required to provide evidence of the origin of services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognised product is made which differs substantially in its basic characteristics or in purpose or utility from its components.

Contents of Bidding Document

**Sections of
Bidding
Document**

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read together with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

Section I - Instructions to Bidders ("ITB")

Section II - Bid Data Sheet ("BDS")

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section IVA - Eligible Countries

PART 2 Requirements

Section V – Procuring entity’s Requirements

PART 3 Conditions of Contract and Contract Forms

Section VI - General Conditions of Contract (“GCC”)

Section VII – Special Conditions of Contract (“SCC”)

Section VIII - Contract Forms

6.2 “Bidding documents” means the SBD developed and prescribed by the Ministry of Finance for use in public procurement proceedings and all amendments made to the document for the purposes of a procuring entity and documents attached or incorporated by reference, that individually or collectively:

- (a) invite bids;
- (b) establish the objects of a bid;
- (c) specify the conditions of a proposed procurement contract;
and
- (d) establish the applicable bidding procedures.

6.3 The procuring entity is not responsible for the completeness of the Bidding Documents and their Addenda if they were not obtained directly from the procuring entity and by the process stated by the procuring entity in the Invitation to Bidders.

6.4 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.

Clarification of Bidding document, Site Visit, Pre- Bidding Meeting

7.1 A prospective bidder requiring any clarification of the bidding document shall contact the procuring entity in writing at the procuring entity’s address **indicated in the BDS** *within 14 working days before closing date and time for submission of Tenders or raise his/her inquiries during the pre-bid meeting*. The procuring entity shall respond in writing to any request for clarification, provided that such request is received no later than the number of days **stated in the BDS** prior to the deadline for submission of bids. The procuring entity shall forward copies of

its response to all bidders who have acquired the bidding document, including a description of the inquiry but without identifying its source.

- 7.2 Should the procuring entity deem it necessary to amend the bidding document as a result of a request for clarification, the Bidding Document may be amended in accordance with the procedure under ITB 8.
- 7.3 The bidder may, at the bidder's own expenses, risk and responsibility, visit and examine the Site of general services and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for provision of the general services.
- 7.4 The procuring entity will arrange for the bidder and any of its personnel or agents to gain access to the relevant site(s), provided that the bidder gives the procuring entity adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the procuring entity may organise a site visit, if **specified in the BDS**, or visits concurrently with a pre-bid meeting, if one is required. Failure of a bidder to attend a site visit will not be a cause for its disqualification.
- 7.5 No site visits shall be arranged or scheduled after the deadline for the submission of the bids and prior to the award of contract.
- 7.6 The bidder and any of its personnel or agents will be granted permission by the procuring entity to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the procuring entity and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.7 The bidder's designated representative may be 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.
- 7.8 The bidder is requested, as far as possible, to submit any questions in writing, to reach the procuring entity not later than the number of days **as indicated in the BDS**, before the pre-bid meeting.

7.9 Minutes of the pre-bid meeting includes the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all bidders who have acquired the bidding document. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the procuring entity exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

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

**Amendment
of Bidding
Document**

8.1 At any time prior to the deadline for submission of bids, the procuring entity may amend the bidding documents by issuing an addendum.

8.2 Any addendum issued shall form part of the bidding documents and shall be communicated in writing to all who have obtained the bidding documents from the procuring entity.

8.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the procuring entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2 of this bidding document.

Preparation of Bids

**Cost of
Bidding**

9.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring entity shall not be liable for those costs, regardless of the conduct or outcome of the bid process.

**Language of
Bid**

10.1 The bid as well as all correspondence and documents relating to the same, shall be written in the English language. Supporting documents and other printed materials that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages of the bid in the English language, in which case and for the purposes of interpreting the bid, the translated version shall take precedent.

**Documents
Comprising
the Bid**

11.1 The bid shall comprise the following:

- (a) the Letter of Bid;
- (b) the completed Schedules in accordance with ITB 12 and 14;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19;

- (d) alternative bids if permissible in accordance with ITB 13;
 - (e) written confirmation authorising the signatory of the bid to commit the bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the bidder's qualifications to bid and perform the Contract if awarded;
 - (g) Technical Proposal in accordance with ITB 16;
 - (h) in the case of a bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the general services to be executed by the respective partners; and
 - (i) any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.
- Letter of Bid and Schedules** 12.1 The Letter of Bid, Schedules and all documents listed under ITB 11 shall be prepared using the relevant forms in Section IV - Bidding Forms, if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested if information requested is applicable.
- Alternative Bids** 13.1 Unless otherwise **indicated in the BDS**, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of for the estimated different times for completion.
- 13.3 When **specified in the BDS**, bidders are permitted to submit alternative technical solutions for specified parts of the general services. Such parts will be identified in the BDS and described in Section V – Procuring entity's requirements. The method for their evaluation will be stipulated in Section - III - Evaluation and Qualification Criteria.
- Bid Prices and Discounts** 14.1 The prices and discounts quoted by the bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified in this ITB 14.

- 14.2 The bidder shall submit a bid for the whole of the general services described in ITB 1.1 by submitting prices for all items of the general services, as identified in **Section IV - Bidding Forms – Priced Activity Schedules or Bills of Quantities**. In the case of admeasurement (measure and value) contracts, the bidder shall fill in rates and prices for all items of the general services described in the Bill of Quantities. Items against which no rate or price is entered by the bidder will not be paid for by the procuring entity when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid shall be the total price of the bid including VAGST, and excluding any discounts offered and withholding tax.
- 14.4 Any unconditional discounts and the methodology for their application shall be quoted in the Letter of Bid in accordance with ITB 12.1.
- 14.5 If so indicated in ITB 1.2, bids may be invited for individual contracts or for any combination of contracts (packages). Unless otherwise **indicated in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one (1) Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the bids for all contracts are submitted and opened at the same time.
- 14.6 Unless otherwise **provided in the BDS** and the GCC, the prices quoted by the bidder shall be fixed. If the prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the GCC, the bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV -Bidding Forms and the procuring entity may require the bidder to justify its proposed indices and weightings. These adjustments shall not be considered in the evaluation of bids.
- 14.7 All duties, taxes, and other levies payable by the services provider under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder. Despite that applicable taxes, duties or other levies are not included such are payable by the

services provider and reflected in the Contract as confirmed by the relevant authority prior signing of Contract.

- Currencies of Bid and Payment**
- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be the same. The bidder shall quote in Samoan Tala (SAT\$), the portion of the bid price that corresponds to expenditures incurred in Samoa, unless otherwise **specified in the BDS**.
- 15.2 The bidder may express the bid price for expenditure outside of Samoa in any freely convertible currency. If the bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three freely convertible international currencies in addition to Samoan Tala (SAT\$).
- Documents Comprising the Technical Proposal**
- 16.1 The bidder shall furnish a Technical Proposal including a statement of the general services methods or general services program, equipment, personnel, schedule and any other information as stipulated in **Section IV - Bidding Forms** in sufficient detail to demonstrate the adequacy of the bidders' proposal to meet the procuring entity's requirements and the completion time.
- Documents Establishing the Eligibility and Qualifications of the bidder**
- 17.1 The bidder shall furnish evidence confirming their eligibility under ITB 4. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the procuring entity's satisfaction:
- (a) that it has the financial and technical capability necessary to perform the contract, meets the qualification criteria **specified in the BDS**, and has a successful performance history. If a pre-qualification process has been undertaken for the contract(s) for which these bidding documents have been issued, the bidder shall, as part of its bid, update any information submitted with its application for pre-qualification. For the purposes of establishing a bidder's qualifications, and unless otherwise **stated in the BDS**, the experience and/or resources of any Subcontractor will not contribute to the bidder's qualifications and only those of a Joint Venture partner will be considered;
 - (b) that the bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the procuring

**Period of
Validity of
Bids**

entity. A bid valid for a shorter period shall be rejected by the procuring entity as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the procuring entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. 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.

**Bid Security/
Bid Securing
Declaration**

19.1 The bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration if required, as **specified in the BDS**.

19.2 The Bid Security or Bid Securing Declaration shall be in the amount **specified in the BDS** and denominated in Samoan Tala (SAT\$) or the currency of the bid, and shall:

(a) at the bidder's option, be in the form of either a letter of credit, or an unconditional bank guarantee from a banking institution, or a bond issued by a surety;

(b) be issued by a reputable institution selected by the bidder. If the institution issuing the bond is located outside Samoa, it shall have a correspondent financial institution located in Samoa to make it enforceable;

(c) be substantially in accordance with one of the forms of Bid Security in **Section IV- Bidding Forms**;

(d) be payable promptly upon written demand by the procuring entity in case the conditions listed in ITB 19.5 are invoked;

(e) be submitted in its original form as copies will not be accepted; and

(f) remain valid for a period of twenty eight (28) days beyond the validity period of the bids as extended if applicable, in accordance with ITB 18.2.

19.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB 19.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB 19.1 shall be rejected by the procuring entity as being non-responsive.

19.4 The Bid Security of unsuccessful bidders shall be returned as promptly as possible upon the successful bidder's furnishing of the Performance Security pursuant to ITB 43.

19.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws or modifies its bid during the period of bid validity in accordance with ITB 18.1, and as provided for in ITB 18.2 if applicable; or
- (b) if a bidder does not accept a correction of errors (arithmetic) in accordance with ITB Clause 31; or
- (c) if the successful bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 42; and
 - (ii) furnish a Performance Security in accordance with ITB Clause 43.

19.6 In the case where a bid securing declaration is forfeited, the bidder will be disqualified for one year from participation in any Government procurement regardless of the source of funding.

19.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of a legally constituted JV that submits the bid or otherwise in the names of all future partners as named in the letter of intent mentioned in Section IV - Bidding Forms - Bidder Information Form.

19.8 If a Bid security is not **required in the BDS**, and if a bidder withdraws its bid during the period of bid validity specified by the bidder in accordance with ITB 18.1 and ITB 18.2 where applicable, or if the bidder fails to sign the Contract, that bid will be suspended for one year from participation in any Government procurement regardless of the source of funding.

19.9 If a Bid Securing Declaration is required, it must be in the form in Section IV - Bidding Forms, and the same shall remain valid for a period of twenty eight (28) days beyond the validity period of the bids as extended if applicable, in accordance with ITB 18.2.

**Format and
Signing of Bid**

20.1 The bidder shall prepare one original of the documents comprising the bid as described in ITB and clearly mark it "ORIGINAL". If alternative bids are permitted in accordance with ITB 13, the documents shall be clearly marked "ALTERNATIVE". In addition, the bidder shall submit the required amount of copies of that bid, **in accordance with the BDS** and clearly mark them "COPY". In the event of any discrepancy between the Original and the Copies, the Original prevails.

- 20.2 The Original and all Copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorised to sign on behalf of the bidder.
- 20.3 The written confirmation of authorisation to sign on behalf of the bidder shall be:
- (a) a notarised Power of Attorney authorising and assigning the authority of the signatory to sign the bid in all its parts; and
 - (b) in the case of a bid submitted by an existing JV joint venture (“JV”), a notarised undertaking signed by all parties:
 - (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1, and
 - (ii) nominating 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 contract execution.
- 20.4 The name and position held by each person signing the authorisation must be typed or printed below the signature.
- 20.5 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the authorised person signing the bid.

Submission and Opening of Bids

Sealing and Marking of Bids

- 21.1 Bidders must always submit their bids electronically or by hand delivery. Bidders submitting bids electronically, if permitted in the BDS, via the Government of Samoa (Gos) e-Tendering Portal. Bidders submitting bids by hand delivery, shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB 13, in three (3) separate envelopes, sealed and duly marked as “Original”, “Copy” and “ALTERNATIVE”, respectively. All three (3) envelopes shall then be enclosed in one (1) single envelope. Bids submitted via the GoS e-Tendering Portal are to follow the Portal’s submission procedures, as directed in the BDS. The rest of the procedure shall be in accordance with ITB 21.2 and 21.3..
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the bidder;
 - (b) be addressed to the procuring entity in accordance with ITB 22.1;

- (c) bear the specific identification of this bidding process indicated in ITB 1.2 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning to the effect that the envelope must not be opened before the time and date for bid opening in accordance with ITB 25.1 of this bidding document.
- 21.3 If all envelopes are not sealed and marked as required, the procuring entity will assume no responsibility for the misplacement or premature opening of any bid. The procuring entity also assumes no responsibility for delay in courier or any other form of delivery.
- Deadline for Submission of Bids**
- 22.1 Bids must be received by the procuring entity at the address and no later than the date and time **indicated in the BDS**.
- 22.2 The procuring entity may at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the procuring entity and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- Late Bids**
- 23.1 The procuring entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the procuring entity after the deadline for submission of bids shall be declared late, rejected and returned unopened to the bidder.
- Withdrawal, Substitution and Modification of Bids**
- 24.1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by the bidder or an authorised representative of the bidder, and shall include a copy of the authorisation (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “**WITHDRAWAL**”, “**SUBSTITUTION**”, or “**MODIFICATION**”, respectively; and
- (b) received by the procuring entity prior to the deadline prescribed for submission of bids in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the bidders.

- 24.3 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.
- Bid Opening**
- 25.1 The procuring entity shall conduct the bid opening at the address, date and time **specified in the BDS** in the presence of bidders (or designated representatives of the bidders) who choose to attend, representatives of the procuring entity and Tenders Board.
- 25.2 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. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorised to sign on behalf of the bidder, the corresponding bid previously submitted will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at bid opening.
- 25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid previously submitted shall not be opened but returned to the bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation by means of a copy of the power of attorney to request the substitution and is read out at bid opening.
- 25.4 Next, 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 authorisation 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.
- 25.5 All other envelopes shall be opened and read out identifying the following:
- (a) the name of the bidder and whether there is a modification, and the bid prices, including any discounts and alternative offers;
 - (b) the presence of a Bid Security or Bid-Securing Declaration if required; and
 - (c) any other details as the procuring entity 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 23.1.

- 25.6 The procuring entity shall prepare a record of the bid opening that shall include as a minimum:
- (a) the name of the bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the bid price, per lot if applicable, including any discounts, and alternative offers if they were permitted;
 - (c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.
 - (d) The bidders' representatives who are present shall be requested to sign the attendance record sheet. The omission of a bidder's signature (or signature of bidder's authorised representative) does not invalidate the contents and effect of the record sheet.
- 25.7 A copy of the record shall be distributed to all bidders who submitted bids on time.

Evaluation and Comparison of Bids

- Confidentiality** 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of the bids and recommendation of contract award, shall not be disclosed to the bidders or any other persons not officially concerned with the bid until the Contract award has been formally communicated to the successful bidder.
- 26.2 Any effort by a bidder to influence the procuring entity in the examination, evaluation, comparison, and post-qualification of the bids or Contract award decisions may result in the rejection of its bid and may be subject to the provisions of the Government's anti-fraud and corruption policy.
- 26.3 Despite ITB 26.2, from the time of bid opening to the time of Contract award, if any bidder wishes to contact the procuring entity on any matter related to the bidding process, it should do so in writing.
- Clarification of Bids** 27.1 To assist in the examination, evaluation, and comparison and post-qualification of the bidders, the procuring entity may, at its discretion, request in writing from any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the procuring entity or if a bidder does not provide clarification as requested by the procuring entity, the bid shall not be considered and rejected. The procuring entity's request for clarification and the response shall be in writing. 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 Bid Evaluation Committee in

the evaluation of the bids in accordance with ITB 31. Any variation of price as a result of tax issues must be referred back to the Tenders Board for approval.

27.2 If a bidder does not provide clarifications of its bid by the date and time set as out in the procuring entity's request for clarification, its bid may be rejected.

Definitions of Deviations, Reservation and Omission

28.1 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 documents.

Determination of Responsiveness

29.1 The Bid Evaluation Committee's determination of a bidder's responsiveness is to be based on the contents of the bid itself.

29.2 A substantially responsive bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission.

29.3 A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the general services specified in the Contract; or
- (b) is inconsistent with the bidding document, and substantially limits the procuring entity's rights or the bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of the other bidders who have submitted substantially responsive bids.

29.4 If a bid is not substantially responsive to the requirements of the bidding documents, it shall be rejected by the Bid Evaluation Committee and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

Non conformities, Errors, and Omissions

30.1 Provided that a bid is substantially responsive, the Bid Evaluation Committee may waive any non-conformities, errors or omissions in the bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Bid Evaluation Committee may request that the bidder submit the necessary information or documentation, requested by the procuring entity, within a period of time specified in their request, to rectify minor

or non-material non-conformities, errors or omissions in the bid related to its documentation requirements. The procuring entity's request should only be for the purpose of seeking clarification and not result in disqualification of a bid. Requesting information or documentation on such non-conformities, errors or omissions shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

**Correction of
Arithmetical
Errors**

31.1 Provided that the bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors on the following basis:

- (a) 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 in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total 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.

31.2 The amount stated in the bid shall be adjusted by the Bid Evaluation Committee in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the correction of errors, its bid may be rejected.

**Conversion to
Single
Currency**

32.1 For evaluation and comparison purposes, the Bid Evaluation Committee shall convert all bid prices expressed in the submitted bids into the amount **specified in the BDS**, using the selling exchange rates established by the source and on the date specified in the BDS.

**Domestic
Preference**

33.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.

33.2 If applicable, the percentage of domestic preference which will be applied is **specified in the BDS** and bidders must:

- (a) be registered within Samoa;

- (b) have majority ownership by Samoan nationals;
- (c) not subcontract more than ten percent (10%) of the Contract Price, excluding provisional sums, to foreign contractors or non-resident companies (not including those registered in Samoa).

Evaluation of Bids

- 34.1 The Bid Evaluation Committee shall examine each eligible bid to determine, its responsiveness.
- 34.2 To evaluate a bid, the Bid Evaluation Committee shall consider the following:
- (a) the Bid Price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement (measure and value) contracts or Schedule of Prices for lump sum contracts, but including Daywork items where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above if relevant, to a single currency in accordance with ITB 32;
 - (e) adjustment for non-conformities in accordance with ITB 30; and
 - (f) the application of all the evaluation factors indicated in Section III - Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If the bidding document allows bidders to quote separate prices for different contracts, and to award multiple contracts to a single bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bidding, is specified in Section III - Evaluation and Qualification Criteria.

Comparison of Bids

- 35.1 The Bid Evaluation Committee shall compare all substantially responsive bids to determine the lowest evaluated bid in accordance with ITB 34.

Abnormally Low Bid

- 36.1 An Abnormally Low Bid is one where the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder in

regards to the bidder's ability to perform the contract for the offered bid price.

36.2 In the event of identification of a potentially Abnormally Low Bid, the procuring entity shall seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

36.3 After evaluation of the price analyses, in the event that the procuring entity determines that the bidder has failed to demonstrate its capability to perform the bid for the offered bid price, the Bid Evaluation Committee shall reject the Bid.

**Unbalanced
or front
loaded bids**

37.1 If the bid that is evaluated as the lowest bid price or most advantageous is, in the Bid Evaluation Committee's opinion, seriously unbalanced or front loaded, the procuring entity may require the bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the bid prices with the scope of general services, proposed methodology, schedule and any other requirements of the bidding document.

37.2 After the evaluation of the information and detailed price analyses presented by the bidder, the Bid Evaluation Committee may as appropriate:

accept the bid; or

require that the total amount of the performance security be increased at the expense of the bidder to a level not exceeding 20 % of the contract Price; or

reject the bid.

**Qualification
of the Bidder**

38.1 The Bid Evaluation Committee shall determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in **Section III - Evaluation and Qualification Criteria**.

38.2 The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder pursuant to ITB 17.1.

38.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the bidder. A negative determination shall result in disqualification of the Bidding, in which event the Bid Evaluation Committee shall proceed to the

next lowest evaluated bid to make a similar determination of that bidder's qualifications to perform satisfactorily.

**Procuring
entity's Right
to Accept Any
Bid, and to
Reject Any or
All Bids**

39.1 The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the contract, without thereby incurring any liability to the bidders:

- (a) at any time prior to the acceptance of the successful bid; or
- (b) after the successful bid is accepted if:
 - (i) the bidder presenting the successful bid is suspended or debarred;
 - (ii) the procurement is cancelled;
 - (iii) the bidder presenting the successful bid is excluded on the grounds of corruption, unfair competition or conflict of interest;
 - (iv) the procurement, the bid or the bidder contravenes or is otherwise not compliant with the provisions of the laws of the Independent State of Samoa.

39.2 In case of annulment of any bids submitted and specifically, bid securities, the respective bidders are immediately notified and given ample time to uplift the bids and bid securities from the procuring entity.

Award of Contract

**Award
Criteria**

40.1 The procuring entity shall award the Contract to the bidder whose offer has been determined to be substantially responsive to the bidding documents, provided further that the bidder is determined by the evaluation panel to be qualified to perform the Contract to the satisfaction of the procuring entity. The bidder awarded the Contract may also be considered by the procuring entity as the bidder with the lowest evaluated bid.

**Notification
of Award**

41.1 Prior to the expiration of the bid validity period, the procuring entity shall notify the successful bidder in writing, that its bid has been accepted. At the same time, the procuring entity must also notify all other bidders of the results of the bidding, and shall publish in website of the Ministry of Finance, the results identifying the bid and lot numbers and the following information:

- (a) name of each bidder who submitted a bid; and

(b) name of the winning bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

41.2 The date of the notification under ITB Sub-Clause 41.1 establishes the commencement of the standstill period specified in the BDS.

During this time bidders may request, in writing, a debriefing seeking explanations on the ground on which their bids were not selected, or invoke the 'right to complain' in accordance with ITB 45. The request for debriefing may only seek explanations for the grounds on which their bid was not selected.

41.3 The procuring entity shall promptly respond in writing to any unsuccessful bidder who requests a debriefing. If the request is made within the standstill period the contract award will be suspended until the debriefing has taken place.

41.4 Until a formal Contract is prepared and executed, the notification of award shall not constitute a binding Contract.

Signing of Contract

42.1 After notification, the procuring entity shall send the successful bidder the Contract Agreement with the Conditions of Contract for any comments before the same is reviewed and cleared by AGO.

42.2 The successful bidder shall return the signed contract within 28 days from the date of the Letter of Acceptance and shall sign, date, and return to the procuring entity the signed Contract Agreement and performance security pursuant to ITB 43.

42.3 On receipt of the signed Contract Agreement and performance security, if required, the procuring entity will immediately notify in writing all unsuccessful bidders, of the final results of the bidding process. This notice will discharge their bid securities pursuant to ITB 19.4.

42.4 Once both the bidder and procuring entity have agreed to the Contract Agreement as cleared by AGO, the same shall be finalised and signed.

42.5 Following signature of the Contract Agreement, the procuring entity shall publish, in the manner prescribed by the Procurement Division, the results, identifying the name of the services provider, the contract price and the contract number.

- Performance Security**
- 43.1 Within twenty eight (28) days of the receipt of notification of award from the procuring entity the successful bidder, shall furnish the Performance Security in accordance with GCC 33 using for that purpose the Performance Security Form included in **Section VIII - Contract Forms** from an institution acceptable to the procuring entity. The procuring entity shall promptly notify the winning bidder to each unsuccessful bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB 19.4.
- 43.2 If the performance security furnished by the successful bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful bidder to be acceptable to the procuring entity. A foreign institution providing a bond must have a correspondent financial institution located in the Samoa.
- 43.3 Also within twenty-eight (28) days of receipt of notification of award, the successful bidder if foreign shall take to successful completion the necessary actions, in liaison with the relevant authorities, to obtain proper registration, licences and membership as required in order to carry out economic or business activities in Samoa.
- 43.4 Failure of the successful bidder to submit the above-mentioned Performance Security, comply with local requirements or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security. In that event the procuring entity may award the Contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by the procuring entity to be qualified to perform the Contract satisfactorily.
- Adjudicator**
- 44.1 The procuring entity proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the bidder disagrees with this proposal, the bidder should so state in their bid. If, in the Letter of Acceptance, the procuring entity does not agree on the appointment of the Adjudicator, the procuring entity will request the Appointing Authority designated in the Special Conditions of Contract (SCC) of the General Conditions of Contract (GCC), to appoint the Adjudicator.
- Right to complain**
- 45.1 The bidder has a right to complain in accordance with the Procurement Independent Complaints and Review Procedure (Part K.9 of the Treasury Instructions).

- 45.2 An actual bidder in procurement proceedings who claims to have suffered, or to be likely to suffer harm due to a breach of a duty imposed on a procuring entity by or under the Instructions, may complain to a procuring entity.
- 45.3 Such complaint must be made in writing within 10 working days after the date of notification of award of contract. Any complaint received after the 10-day period shall not be considered.
- 45.4 The bidder should submit its complaint in accordance with the procedures to the address **specified in the BDS**.
- 45.5 If a complainant is dissatisfied with the decision of a procuring entity, the complainant has the right to have the complaint and decision of the procuring entity reviewed by an independent adjudicator. To do so, the complainant must submit an Application for Review in writing, to the Secretariat of the Tenders Board.
- 45.6 A complaint or an application for review must be made in accordance with (Part K.9 of the Treasury Instructions).
- 45.7 A complaint referred to the independent adjudicator shall not be entertained and is dismissed unless the independent adjudicator is satisfied:
- (a) that the complainant is an actual bidder who was part of the relevant procurement proceedings in question;
 - (b) that the complainant shows that he/she/it/they had suffered or is likely to suffer harm; and
 - (c) that the harm was due to a breach of a duty imposed on the procuring entity; and
 - (d) that the duty imposed on the relevant procuring entity is provided for under Part K of the Treasury Instructions.

Section II – Bid Data Sheet (BDS)

The following BDS shall be used for the general services to be performed and shall complement, supplement, or amend the provisions in the ITB. Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

Note: Instructions for completing the Bidding Data Sheet are provided, as needed, in the open/editable sections for the relevant ITB Clauses. Please ensure to populate all open/editable sections, convert the final document to PDF and to delete this note before issuance

ITB Clause Reference	A. General
ITB 1.1	The procuring entity is: Ministry of Finance
ITB 1.2	The name of the bid is: Fuel Facility Assets Insurance The number, identification and names of the lots comprising this procurement are: NOT APPLICABLE
ITB 2.1	The name of the Project is: Fuel Facility Assets Insurance
ITB 4.1	Maximum number of members in the JV shall be: NOT APPLICABLE
ITB 4.7	The list of debarred firms is the same as those that are excluded by, or are not members of, the World Bank or ADB.
ITB 4.12	A pre-qualification shall not apply.
ITB 5.1	Ineligible countries are: Andorra, Democratic People’s Republic of Korea, Liechtenstein, Monaco (World Bank and ADB non-members) and Iraq (UN Security Council) and any other country excluded from the process by the World Bank or ADB.

B. Bidding Documents

ITB 7.1	For <u>clarification purposes</u> only, the procuring entity’s address is: Attention: Heremoni Suapaia-Ah Hoy, ACEO Energy Policy Coordination & Management Division Procuring entity: Ministry of Finance Address: Central Bank Building, Level 3 City: Apia Country: SAMOA Facsimile number: -
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	Electronic mail address: heremoni.suapaia@mof.gov.ws
ITB 7.1	Requests for clarification should be received by the procuring entity no later than: 7 days before the deadline for submission of bids stated at ITB 22.1
ITB 7.4	A site visit will/ be organised as part of the pre-bid meeting The site visit will take place at the following date, time and place: Date: 16/09/2022 Time: 10am Place: Sogi Terminal et all other Fuel Facility Assets
ITB 7.7	A pre-bid meeting shall take place. The pre-bid meeting shall take place at the following date, time and place: Date: NA Time: NA Place: NA
ITB 7.8	Any questions must be submitted 7 days before the date of the pre-bid meeting.

C. Preparation of Bids

ITB 11.1(i)	The bidder shall submit with its bid the following additional documents as may reasonably be requested by the procuring entity in the bidding documents: Insert list of documents which may include: <ul style="list-style-type: none"> (i) current business licence, appropriate category in accordance with the industry the goods and related services relate to and is valid for at least six (6) months; (ii) current certificate of incorporation, or deed of partnership or joint venture (iii) evidence of payment of immediate past year business income tax; (iv) two (2) business references issued within the past six (6) months providing assurances of quality outcomes, business integrity, reliability and financial soundness of the bidder.
ITB 13.1	Alternative bids shall not be permitted.
ITB 13.2	Alternative times for completion are not permitted.
ITB 13.3	Alternative technical solutions shall not be permitted

ITB 14.5	The prices quoted by the bidder shall correspond to 100% of the items and quantities specified.
ITB 14.6	The prices quoted by the bidder shall be NOT BE adjustable during the bidder's performance of the Contract.
ITB 15.1	The bidder shall quote in Samoan Tala (SAT\$)
ITB 17.1(a)	<p>The bidder shall submit, with its bid, the following documentary evidence to prove that it has the financial and technical and capability to perform the contract.</p> <p>List hereunder the requirements:</p> <ol style="list-style-type: none"> 1. Historical Financial Performance: audited balance sheets for the past three (3) years to demonstrate the current soundness of the bidder's financial position and its prospective long term profitability. As a minimum, a bidder's net worth calculated as the difference between total assets & total liabilities should be positive. 2. Average Annual Turnover: Minimum average annual turnover of SAT\$5 million, calculated as total certified payments received for contracts in progress or completed, within the last three (3) years. 3. Current Financial Resources/Position: The bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: <ol style="list-style-type: none"> (i) the following cash-flow requirement for this Contract: SAT\$2 million plus; (ii) the overall cash flow requirements for concurrent commitments as determined in FORM-CCC (Section IV - Bidding Forms). <p>Submit the following information:</p> <ol style="list-style-type: none"> a. A copy of the proposed Insurance Policy; b. The annual cost of the Insurance Cover including VAGST Quotation; c. The total cost of the Insurance Cover including VAGST over 3 years Quotation; d. Payment Terms; e. The extent and level of insurance cover being offered; f. Details of any exclusions or excesses that are to be applied to the Insurance Cover; g. Cost and adequacy of Insurance Cover proposed.

	The Subcontractor(s) experience and/or resources will not contribute to the bidder's qualifications.
ITB 18.1	The bid validity period shall be <i>ninety (90) calendar days</i> after the bid submission date i.e. 04/07/2022.
ITB 19.1 and 19.8	No Bid Security is required.
ITB 19.2	The amount of the Bid Security shall be: NIL
ITB 20.1	In addition to the Original of the bid, the number of Copies is: “ one (1) complete copy on memory stick ” and “ (3) of hard copies ”

D. Submission and Opening of Bids

ITB 21.1	<p>Bids may be submitted electronically via the GoS e-Tendering Portal https://portal.tenderlink.com/mof_samoa/</p> <p>If a Bidder submits both electronic submission and the hard copy submission, for the avoidance of doubt, Bids submitted electronically shall take precedence over the hard copies and shall be considered the ORIGINAL copy</p>
ITB 21.2(c)	The inner and outer envelopes shall bear the following additional identification marks: Fuel Facility Asset Insurance Cover
ITB 22.1	<p>For bid submission purposes only, bids must be submitted at the following address:</p> <p>Attention: The Secretary, Tenders Board</p> <p>Address: Level 4 Central Bank Building of Samoa, Beach Road</p> <p>City: APIA</p> <p>Country: SAMOA</p> <p>The deadline for the submission of bids is:</p> <p>Date: 7th November, 2022 (Monday)</p> <p>Time: 11:00am</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Ministry of Finance</p> <p>Address: Level 4 Central Bank of Samoa Building, Beach Road</p> <p>City: APIA</p> <p>Country: SAMOA</p>

	<p>Date: 7th November, 2022 (Monday)</p> <p>Time: 11:30am</p> <p>For Bids submitted electronically in accordance with ITB Clause 25.1(b), the Bid opening procedures shall be as described in Annex 1 to this Section II. Bid Data Sheet</p>
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E. Evaluation and Comparison of Bids

ITB 32.1	<p>Bid prices expressed in different currencies shall be converted in: SAT</p> <p>The source of exchange rate shall be: Central Bank of Samoa</p> <p>The date for the exchange rate shall be 7/11/2022</p>
ITB 33	<p>Domestic preference shall not be a bid evaluation factor.</p> <p>If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.</p>
ITB 41.2	<p>The number of days for standstill shall be fifteen (15) days.</p>
ITB 44	<p>The Adjudicator proposed by the procuring entity is: approved by the Government Tenders Board</p> <p>The daily fee for this proposed Adjudicator shall be: approved by the Government Tenders Board</p>
ITB 45.4	<p>Any complaint should be sent to the following address:</p> <p>For the attention of: Heremoni Suapaia-Ah Hoy, ACEO Energy Policy Coordination and Management Division</p> <p>Ministry of Finance</p> <p>Address: Central Bank of Samoa Building</p> <p>City: Apia</p> <p>Country: SAMOA</p>

Annex 1 to Section II. Bid Data Sheet

Procedure for Electronic Submission of Bids

1. The Bid shall be electronically submitted via the Government of Samoa's e-Tendering Portal only. The Bidder shall use this, and only this, link to submit its electronic Bid.
2. The Portal shall automatically expire on the submission deadline, specified in the relevant Invitation to Bid. No extension shall be provided after the expiry date of the tender.
3. At the submission deadline, and not before, TenderLink will forward to the Portal's Administrator access to the tender box electronic keys to open the bids.
4. To ensure the integrity and compliance with Section I (Instructions to Bidders), the Opening of the Tender Boxes can only be actioned by the Ministry of Finance's designated Administrator. For security purposes, all openings are dated and time stamped, ensuring compliance of their opening with Clauses 21 and 25 of this Invitation to Bid.

Section III – Evaluation and Qualification Criteria

This Section contains all the criteria that the procuring entity shall use to evaluate and qualify the bidders. In accordance with ITB 34, no other methods, criteria and factors shall be used. The bidder shall provide all the information requested in the forms included in Section IV - Bidding Forms.

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1. Alternative Bids (ITB 13) – NOT PERMITTED

2. Multiple Contracts (ITB 14.5) – NOT APPLICABLE

3. Evaluation Criteria (ITB 34)

In addition to the criteria listed in ITB Sub-Clause 34.2 (a) – (f) the following criteria shall apply:

(a) Assessment of adequacy of Technical Proposal with Requirements

The bidder's Technical Proposal shall be evaluated using a weighted scoring technique as presented below. This will assess the bidder's preparedness for handover of project as a going concern, resourcing for personnel, equipment and local services support and the delivery strategies for services to be provided under the Contract.

The evaluation of the bidder's Technical Proposal will include an assessment of the bidder's capacity to mobilise key personnel and equipment for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and in accordance with the requirements stipulated in Section V (procuring entity's requirements).

The written Technical Proposal must concisely and completely demonstrate the bidder's capacity and abilities to carry out good quality work consistently throughout the required timeframe and in accordance with requirements and specifications in the Contract.

In addition to being assessed for adequate responsiveness to the procuring entity's Requirements and internal consistency between evaluated components, the Technical Proposal shall be used to prepare the Contract Annex A with respect to staffing, equipment, work methods and scheduling in a manner consistent with the Technical Proposal and in accordance with the requirements stated in Section V (procuring entity's requirements).

TECHNICAL EVALUATION CRITERIA & SCORING FORM

EVALUATION CRITERION	REQUIRED RESPONSE	A	B	C
1. Organisation	Describe your proposed organisational setup, lines of communication internally & with the procuring entity, authority delegations, responsibility zones and emergency response routines. The bidder shall provide adequate information to demonstrate a clear, complete and effective organisational structure (with organizational chart) with related staffing plan and summary of staffing resources that demonstrates quantitatively the planned levels of staff throughout the Contract Period.		20	
2. Personnel Resourcing	Describe your proposed strategies and policies for resourcing relevant personnel and maximising opportunities for employment of Samoan nationals		20	
4. Insurance Submission for Fuel Facility Assets	<p>For this Criteria please refer to the Scope of General Services. Please describe what measures your firm will apply to maximise service delivery quality, and adequacy of Insurance Cover proposed for the Fuel Facility Assets. Please nominate your perceived indicators for excellent services delivery as the basis for payment of services.</p> <p>a. The annual cost of the Insurance Cover excluding VAGST Quotation;</p> <p>b. The total cost of the Insurance Cover excluding VAGST over 3 years Quotation;</p> <p>c. Payment Terms;</p> <p>d. The extent and level of insurance cover being offered;</p> <p>e. Details of any exclusions or excesses that are to be applied to the Insurance Cover.</p>		30	
5. Policy Insurance Cover	Please provide the firms insurance policy for the existing Fuel Facility Assets.		30	
TOTAL TECHNICAL PROPOSAL SCORE (technical score C = rating A X weight B)			100	

(Column A: RATING; Column B: WEIGHT; Column C: SCORE)

The Technical Proposal shall concisely and completely address each of the above Evaluation Criteria, demonstrating how all resources under an appropriate

management approach will deliver a consistently high quality of performance delivery.

The bidder must achieve a minimum pass mark of **80%** to be considered to be an adequate technical response

RATING DEFINITIONS

EXCELLENT	100% = 1.0	Substantially exceeds procuring entity requirements
VERY GOOD	90% = 0.9	Exceeds procuring entity requirements
GOOD	80% = 0.8	Fully meets procuring entity requirements
ACCEPTABLE	70% = 0.7	Barely meets procuring entity requirements
DEFICIENT	50% = 0.5	Lacking essential elements, with possible negative impacts on performance
NOT RESPONSIVE	0% = 0.0	Misinterprets requirements or does not provide enough information for a higher rating

AGGREGATE SCORING

In addition to the PASS/FAIL criteria the final evaluation score shall be calculated from the overall sum of graded Technical Proposal (T_n) criteria according to the bidder's perceived responsiveness and the financial score.

Financial Scores S_f shall be calculated from $100 \times P_{\text{lowest}} / P_{\text{evaluated}}$, where P_{lowest} is the lowest price submitted and $P_{\text{evaluated}}$ are prices of other tenders submitted

Composite scores to determine the winning offer for contract award shall be calculated from: $0.7 T_n \times 0.3 S_f$

(b) Specific additional Criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in **BDS Sub-Clause 34.3(d)**. *Not Required.*

4. Qualification Requirements (ITB Clause 38)

After determining the lowest responsive bid in accordance with ITB Sub-Clause 35.1, the procuring entity shall carry out the qualification of the bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the bidder's qualifications.

(a) Eligibility and Qualification Table

The bidder shall meet the eligibility and qualification criteria and provide the required evidence stipulated in the table as follows;

i) Eligibility

- Conflict of Interest

ii) Historical Contract Non Performance

- History of Non Performing Contracts
- Pending Litigation

iii) Financial Situation

- Historical Financial Performance
- Average Annual Turnover
- Current Financial Resources/Position

Using forms in Section IV - Bidding Forms, the bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual mobilization payments to meet:

- a. the following cash-flow requirement, and
- b. the overall cash flow requirements for this contract and its current general services commitment.

iv) Experience

- General Insurance Experience
- Specific Insurance Experience (Fuel Facility Assets or large/high value assets)

v) Personnel

The bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Similar Experience (years)	In Similar General services Experience (years)
1	N/A	N/A	N/A

The bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV, Bidding Forms.

vi) Equipment

The bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	N/A	N/A

The bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV, Bidding Forms.

ELIGIBILITY AND QUALIFICATION TABLE

FACTOR	I. ELIGIBILITY					
SUB-FACTOR	Requirement	Single Entity	Bidder			DOCUMENTATION REQUIRED
			Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
			N / A	N / A	N / A	
a. Nationality	Nationality in accordance with ITB 4.2.	Must meet requirement	N / A	N / A	N / A	Form ELI –1.1 , with attachments
b. Conflict of Interest	No- conflicts of interests as described in ITB 4.5.	Must meet requirement	N / A	N / A	N / A	Letter of Bid
c. Government Ineligibility	Not having been declared ineligible by the Government as described in ITB 4.7.	Must meet requirement	N / A	N / A	N / A	Letter of Bid
d. Government Owned Entity	Compliance with conditions of ITB 4.9.	Must meet requirement	N / A	N/A	N / A	Form ELI –1.1, with attachments

FACTOR	II. HISTORICAL CONTRACT NON-PERFORMANCE					
SUB-FACTOR	CRITERIA					DOCUMENTATION REQUIRED
	Requirement	Single Entity	Bidder			
			Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
a. History of non-performing contracts	Non-performance of a contract did not occur within the last three (3) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as partner to past or existing JV	N / A	N/A	N / A	Form CON - 2

FACTOR	II. HISTORICAL CONTRACT NON-PERFORMANCE					
SUB-FACTOR	CRITERIA					DOCUMENTATION REQUIRED
	Requirement	Single Entity	Bidder			
			Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
b. Pending Litigation	All pending litigation shall in total not represent more than <i>forty percent (40%)</i> of the bidder's net worth and shall be treated as resolved against the bidder.	Must meet requirement by itself or as partner to past or existing JV	N/A	N/A	N/A	Form CON – 2
c. Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁵ since 1 st January 2017	Must meet requirement	N / A	N/A	N/A	Form CON – 2

⁵ The bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the bidder or any member of a joint venture may result in failure of the bid.

FACTOR	III. FINANCIAL SITUATION					
SUB-FACTOR	CRITERIA					DOCUMENTATION REQUIRED
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
a. Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the procuring entity, for the three (3) years to demonstrate the current soundness of the bidder's financial position and its prospective long term profitability. As a minimum, a bidder's net worth calculated as the difference between total assets & total liabilities <u>should be positive</u>	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 3.1 with attachments
b. Average Annual Turnover	Minimum average annual turnover of SAT\$5 million, calculated as total certified	Must meet requirement	Must meet requirement	Must meet thirty percent	Must meet sixty percent (60%) of the	Form FIN –3.2

FACTOR	III. FINANCIAL SITUATION					
SUB-FACTOR	CRITERIA					DOCUMENTATION REQUIRED
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
	payments received for contracts in progress or completed, within the last three (3) years.			(30%) of the requirement	requirement and must be the lead partner.	
c. Financial Resources	The bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement for this Contract: SAT\$2 million plus (ii) the overall cash flow requirements for concurrent commitments as determined	Must meet requirement	Must meet requirement	Must meet thirty percent (30%) of the requirement	Must meet sixty percent (60%) of the requirement and must be the lead partner.	Form FIN –3.3

FACTOR	III. FINANCIAL SITUATION					
SUB-FACTOR	CRITERIA					DOCUMENTATION REQUIRED
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
	in FORM-CCC (Section IV - Bidding Forms).			All partners combined		Each partner
	in FORM-CCC (Section IV - Bidding Forms).					

FACTOR	IV. EXPERIENCE					
SUB-FACTOR	CRITERIA					DOCUMENTATION REQUIRED
	Requirement	bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
a. General Experience	Experience under contracts in the role of services provider, subcontractor, or management services provider for at least the last three (3) years prior to the applications submission deadline, and with activity in at least nine (9) months in each year.	Must meet requirement	N/A	N/A	N/A	Form EXP-4.1
b. Specific Experience	(a) Participation as services provider, management services provider, or subcontractor, in at least two (2) contracts within the last three (3) years, each with a value of at least three hundred thousand tala SAT\$300,000 per annum that have been successfully and substantially completed and that are similar to the proposed general services. The similarity shall be based on the physical size, complexity,	Must meet requirement	N/A	N/A	N/A	Form EXP 4.2(a)

FACTOR	IV. EXPERIENCE					
SUB-FACTOR	CRITERIA					DOCUMENTATION REQUIRED
	Requirement	bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
	methods/ technology or other characteristics as described in Section V – Procuring entity’s requirements.					
c. Specific Experience	(b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities: N/A	N/A	N/A	N / A	N/A	Form EXP 4.2(b) (N/A)

(ii) **Domestic Preference (ITB 33)**

If the **BDS** so specifies, the procuring entity will grant a margin of preference to goods manufactured in Samoa for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

The bid must demonstrate a minimum domestic content of N/A

Bids will be classified in one (1) of three (3) groups, as follows:

- (a) Group A: Bids offering goods manufactured in Samoa, for which (i) labour, raw materials, and components from within Samoa for more than thirty percent (30%) of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) Group B: All other bids offering goods manufactured in Samoa.
- (c) Group C: Bids offering goods manufactured outside Samoa that have been already imported or that will be imported.

To facilitate this classification by the procuring entity, the bidder shall complete whichever version of the Price Schedule furnished in the bidding documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the bidder shall not result in rejection of its bid, but merely in the procuring entity's reclassification of the bid into its appropriate bid group.

The procuring entity will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, the lowest evaluated bid from Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group C, for the purpose of further comparison the percentage amount as specified in ITB 33.2. The lowest-evaluated bid determined from this last comparison shall be selected for the award.

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Letter of Bid

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

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

Date: _____

IFB No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the bidding documents, including Addenda issued in accordance with ITB 8;
- (b) We offer to execute in conformity with the bidding documents the following general services: *Insert a brief description of the general services;*
- (c) The total price of our Bidding, excluding any discounts offered in item (d) below is: _____ *insert words and figures;*
- (d) The discounts offered and the methodology for their application are: _____; *if none state N/A;*

Discounts. *If our bid is accepted, the following discounts shall apply [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies or state none];*

Methodology of Application of the Discounts. *The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts or state not applicable];*

- (e) Our bid shall be valid for the period of time specified in ITB 18.1 (**at least 90** calendar days), from the date fixed for the bid submission deadline in accordance with ITB 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If price adjustment provisions apply according to the BDS, the prices shall be adjusted accordingly;
- (g) If our bid is accepted, we commit to obtain a **Performance Security** in accordance with ITB 43 and GCC 33 for the due performance of the contract;
- (h) Our firm, including any subcontractors or contractors for any part of the Contract do not have any conflict of interest according to ITB sub clause 4.5;
- (i) Our firm and any associated firm or joint venture party have not been subject to insolvency or bankruptcy or receivership or liquidation proceedings during the immediate past twelve (12) months;

- (j) Our firm, its affiliates or subsidiaries—including any subcontractors or contractors for any part of the contract—has not been declared ineligible by the Government of Samoa or the procuring entity under the laws of the Independent State of Samoa;
- (k) We are not participating, as a bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.6 other than for alternative offers permitted under ITB 13 of the bidding documents;
- (l) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*

Name of Recipient	Address	Reason	Amount
.....
.....

- (m) Our firm, and its principals including any director, officer, manager or supervisor, currently and in the past three years, have not committed criminal offenses involving fraud, corruption or other misconduct signifying unsuitability for participation in any way in the procurement and contracting process;
- (n) Our firm, and its principals including any director, officer, manager or supervisor, currently and in the past three years, have not been suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in Samoa or elsewhere;
- (o) We certify that we are in good standing with the Government and have paid all taxes, duties, fees and other impositions as may be levied in Samoa prior to the award of contract. We also understand evidence of such certification may be required from the successful bidder prior to award of contract;
- (p) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (q) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (r) We understand that you are not bound to accept the lowest responsive bid or any other bid that you may receive. We understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful bid or after the successful bid is accepted if
- (i) the bidder presenting the bid is suspended or debarred;
 - (ii) the procurement is cancelled;

- (iii) the bidder presenting the successful bid is excluded on the grounds of corruption, unfair competition or conflict of interest; or
- (iv) the procurement, the bid or the bidder contravenes or is otherwise not compliant with the provisions of the laws of the Independent State of Samoa.

Signed: _____ *insert signature of person whose name and capacity are shown below*

In the capacity of _____ *insert legal capacity of person signing the Bid Submission Form*

Name: _____ *insert complete name of person signing the Bid Submission Form*

Duly authorised to sign the bid for and on behalf of: _____ *insert complete name of bidder*

Dated on _____ day of _____, _____ *insert date of signing*

Appendix to Bid

Schedule of Adjustment Data (NOT APPLICABLE)

Form of Bid Security (Bank Guarantee) (NOT APPLICABLE)

Bid Security (Bid Bond) (NOT APPLICABLE)

Bid-Securing Declaration (NOT APPLICABLE)

Technical Proposal Forms

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Organization

The bidder shall provide adequate information to **demonstrate a clear, complete and effective organisational structure (with organizational chart)** with related staffing plan and summary of staffing resources that demonstrates quantitatively the planned levels of staff throughout the Contract Period.

Personnel resourcing

Form PER-1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

The data on their experience should be supplied, using Form PER-2 that also follows, **for each candidate**. The procuring entity reserves the right to check submitted personnel experience. Additionally, bidders are advised that changes to proposed personnel for key positions in Form PER-1 prior to commencement of the Contract will not be permitted.

1.	Title of position*: __
	Name: _____
2.	Title of position*: __
	Name: _____
3.	Title of position*: __
	Name: _____
4.	Title of position*: __
	Name: _____

**As listed in Section III.*

Form PER-2: Resume of Proposed Personnel

Name of bidder: _____	
Position: _____	
Personnel information	Name: _____ Date of birth: _____
	Professional qualifications: _
Present employment	Name of Employer: _
	Address of Employer: _____
	Telephone: __ Contact (manager / personnel officer): _____
	Fax: __ E-mail: _____
	Job title: _____ Years with present procuring entity: _____

Summarize professional experience over the last *ten (10)* years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Delivery Schedule

[Delivery Schedule indicates the time-frames in which the successful bidder is expected to provide the specific services, i.e. the providing of insurance policy for the Assets(s). This Schedule shall be marked and attached to the Final Contract]

Local Technical Support

The bidder must describe the utilization of any local businesses for outsourcing any of the services. IF APPLICABLE

Method Statement

The bidder's Method Statement should describe the activities and methods that will be used to estimate production rates for carrying out the general services within the Time for Completion proposed. The Method Statement should be consistent with other sections of the Technical Proposal including:

- (i) team composition and proposed organisational structure;
- (ii) the proposed delivery schedule; and
- (iv) the proposed insurance policy.

The Method Statement shall provide a **clear description of the bidder's understanding of the Procuring entity's requirements (Section V)**, a proposed strategic approach to achieve the procuring entity's objective of implementing the general services to the required standards in both a cost effective and time efficient manner. The statement should further demonstrate a sound technical methodology for carrying out the general services.

The Method Statement must be realistic, establish realistic milestones, seek to maximise results with proposed resources and ensure a prompt and effective launch of contract activities.

Inter alia the Method Statement shall include, in sufficient detail, the following elements:

- service delivery
- A Quality Management Plan and Quality Assurance/Quality Control Procedures
- Document Management Systems
- Reporting Procedures
- Community Liaison
- Environmental Management
- A Health and Safety Management Plan
- Approach to any materials sourcing, testing and storage
- Any other elements or issues the bidder considers relevant.

Other

State "None" or list additional requirements

Bidder's Qualification

To establish its qualifications to perform the Contract in accordance with **Section III - Evaluation and Qualification Criteria**, the bidder shall provide the information requested in the corresponding Bid Information Sheets included hereunder.

Form ELI-1.1: Bidder Information Form

Date: _____
 Ref No. and title: _____ of _____ Pages
 Page: _____ of _____ Pages

Bidder's Legal name: _____
In case of Joint Venture (JV), name of each member: ____
Bidder's actual or intended country of registration: <i>Indicate Country of Constitution</i>
Bidder's actual or intended year of incorporation: _____
Bidder's Legal address (in country of registration): _____
Bidder's authorized representative information
Name: _____
Address: _____
Telephone/Fax numbers: _____
Email address: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB Sub-Clause 4.2</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1</p> <p><input type="checkbox"/> In case of a foreign government-owned enterprises and public body from Samoa, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.9 of the bidding documents.</p> <p>2. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership</p>

Form ELI-1.2: Bidder's JV Information Form (NOT APPLICABLE)*To be completed for each member of Bidder's JV*

Date:
 Ref No. and title:
 Page: of Pages

Bidder's JV name: __
JV member's name: _____
JV member's country of registration: ____
JV member's year of constitution: _____
JV member's legal address in country of constitution: __
JV Members authorised representative information
Name: _____
Address: _____
Telephone/Fax numbers: _____
Email address: _____
1. Attached are copies of original documents of
<input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB Sub-Clause 4.4.
<input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1
<input type="checkbox"/> In case of a foreign government-owned enterprises and a public body from Samoa, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.9 of the bidding documents.
2. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership

Form CON- 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name:
 Date:
 JV Member's Name:
 Ref No. and title:
 Page: of Pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

- Contract non-performance did not occur during the stipulated period, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1
- Contract(s) not performed during the stipulated period, in accordance with Section III, Evaluation and Qualification Criteria, requirement 2.2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, SAT\$ equivalent)
Insert year	Insert amount and percentage	Contract identification: <i>indicate complete contract name/number, and any other identification</i> Name of Employer: <i>Insert full name</i> Address of Employer: <i>Insert street/city/country</i> Reason(s) for non-performance: <i>indicate main reason(s)</i>	Insert amount

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

- There is no pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2
- There is pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2. 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD
-----------------	------------------------------	-------------------------	---------------------------------------

			Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: __ Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: __ Status of dispute: _____	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

- No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3.
- Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
Insert year	Insert percentage	Contract Identification: <i>indicate complete contract name, number, and any other identification</i> Name of Employer: <i>insert full name</i> Address of Employer: <i>insert street/city/country</i> Matter in dispute: <i>indicate main issues in dispute</i>	

		<p>Party who initiated the dispute: <i>indicate “Employer” or “services provider”</i></p> <p>Reason(s) for Litigation and award decision: <i>indicate main reason(s)</i></p>	
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Form FIN- 3.1: Financial Situation and Performance

Bidder's Name:
 Date:
 JV Member's Name:
 Ref No. and title:
 Page: of Pages

1. Financial data

Types of Financial information in SAT\$ equivalent	Historic information for previous _____ years, _____				
	(amount in SAT\$ equivalent in 000s)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

**Refer to ITB Clause 15 for the exchange rate*

2. Sources of Finance

Specify sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the cash flow requirements on general services currently in progress and for future contract commitments.

No.	Source of finance	Amount (SAT\$ equivalent)
1		
2		
3		

3. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements⁶ for the _____ years required above; and complying with the requirements

⁶ If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

Form FIN-3.2: Average Annual General Services Turnover

Bidder's Name:

Date:

JV Member's Name:

Ref No. and title:

Page: of Pages

Annual turnover data (General services only)			
Year	Amount Currency	Exchange rate	SAT\$ equivalent
<i>indicate year</i>	<i>insert amount and indicate currency</i>		
Average Annual General Services Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

Form FIN – 3.3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria plus the Total Current Cash Flow Requirement from Current Contract Commitments as calculated below.

Calculation of Financing Requirement for this Contract:

Cash Flow Requirement	Amount (SAT\$ equivalent)
1. Cash Flow requirement for subject contract (from Section III, Sub Section 2.3.3)	\$ <i>enter amount</i>
2. Total Current Cash Flow Requirement from Current Contract Commitments (from Bidding Form CCC)	\$ <i>enter amount</i>
TOTAL FINANCIAL RESOURCES REQUIRED FOR THIS CONTRACT	\$ <i>enter amount</i>

Financial Resources		
No.	Source of financing	Amount (SAT\$ equivalent)
1		
2		
3		

Form EXP-4.1: General Services Experience

Bidder's Name:

Date:

JV Member's Name:

Ref No. and title:

Page:

of

Pages

Starting	Ending Year	Contact Identification	Role of Bidder
		Contract name: _____ Brief Description of the general services performed by the Bidder: _____ Amount of Contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the general services performed by the Bidder: _____ Amount of Contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the general services performed by the Bidder: _____ Amount of Contract: _____ Name of Employer: _____ Address: _____	

** List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year.*

Form EXP-4.2(a): Specific General Services and Contract Management Experience

Bidder's Name:
 Date:
 JV Member's Name:
 Ref No. and title:
 Page: of Pages

Similar Contract No.	Information			
Contract Identification:				
Award date:				
Completion date:				
Role of Contract:	Prime services provider <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management services provider <input type="checkbox"/>	Sub- services provider <input type="checkbox"/>
Total Contract Amount:	SAT\$ _____			
If member in a JV or sub-services provider, specify participation in total Contract Amount:	SAT\$ _____			
Employers Name:				
Address:				
Telephone/fax number:				
E-mail:				

Form EXP - 4.2(a) (cont.): Specific General Services and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III:	
1. Amount:	
2. Physical size of required general services items:	
3. Complexity:	
4. Methods/Technology:	
5. Rate of key activities:	
6. Other Characteristics:	

Form EXP - 4.2(b): General Services Experience in Key Activities (NOT APPLICABLE)

Section IVA – Eligible Countries

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

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

Presently **INELIGIBLE** countries are:

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

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

The country of registration must be a member of the World Bank or Asian Development Bank and not under sanction of the UN Security Council.

PART 2 – PROCURING ENTITY'S REQUIREMENTS

Section V – Procuring Entity's Requirements

Table of Contents

Scope of General services	75
Supplementary Information	Error! Bookmark not defined.

Scope of General services

1 Description of Services

A. Background

The Government of Samoa is the owner of the fuel facility assets as listed in **Appendix 1 and detailed in the attached Government Asset Listing**. The fuel facility assets are currently operated by Petroleum Products Supplies Ltd ('PPS') under a contract with Government.

Government's current insurance policy provides cover for damage to the fuel facility assets caused by Fire, Cyclones, Earthquake, Tsunami and Flooding.

Government is seeking quotations from qualified insurers in Samoa for Insurance Cover for the next three 3 years commencing from **1st February 2022** or such earlier or later date as is agreed between the parties in accordance with the terms and conditions of this Tender.

Government is continuing to invest in a number of new fuel facility assets over the next 12 months and will require Insurance Cover for these assets once construction is completed. A list of these assets and values is set out in **Appendix 1**.

B. The philosophy and objectives

The SBD has been framed to achieve the following requirements

- a. Competition and probity; It is incumbent on Government to adopt an open competitive and equitable process to receive and appraise the competing alternatives quotations.
- b. Commercial Transparency; The SBD has been framed to comply with Governments governance principles which require transparency and integrity in its contractual dealings.

C. Principle Commercial Terms

Respondents are required to submit their quotations for Insurance Cover covering the following.

- a. Their acceptance of the Terms and Conditions of Contract;
- b. The annual cost of the Insurance Cover including VAGST for the assets listed in **Appendix 1**;
- c. The total cost of the Insurance Cover including VAGST over 3 years;
- d. The extent and level of insurance cover being offered;
- e. A copy of their proposed Insurance Policy;
- f. Details of any exclusions or excesses that are to be applied to the Insurance Cover.

APPENDIX 1: FUEL FACILITY ASSETS AND GOVERNMENT ASSET LISTING**Fuel Facility Assets** (all values expressed in Samoan Tala and US\$)

1. Sogi Fuel Terminal; fuel storage tanks, pipelines, generators, electrical systems, pumps, valves, loading gantries, fire-fighting equipment, Drum Shed Laboratory building and equipment, spare parts and ancillary equipment Value SAT 38,000,000 / US\$ 14,000,000

(NB excludes all vehicles and trailers and office equipment which are owned by the Distributor PPS).

2. Apia Wharf Tanks 3 x 2000 Metric Tonne , Foam Line

Value SAT 10, 800,000 / US\$ 4,000,000

3. Sogi Fuel Terminal Office Building

Value SAT 600,000 / US\$ 220,000

4. Sogi Fuel Pipeline 3 km pipeline connecting the Apia Wharf storage tanks to the Sogi Terminal including all pumping and ancillary equipment

Value SAT 3,000,000 / US\$1,100,000

5. Salelologa Depot Savaii; fuel storage tanks, pipelines, generators, electrical systems, pumps, valves, loading gantries office building and ancillary

Value SAT 3,600,000 / US\$ 1,330,000

NB excludes all vehicles and trailers and office equipment which are owned by the Distributor PPS).

6. Faleolo Aviation Depot and Hydrant System including refuelling carts and all fuel storage tanks, pipelines, generators, electrical systems, pumps, valves, office building and ancillary equipment.

Value SAT 6,000,000 / USD 2,200,000

7. Fuel Storage Tanks Fisheries Wharf Apia

Value SAT 300,000 / US\$ 110,000

Total Insurance Cover Required SAT\$ 62,200,000 / US\$ 23,050,000

<u>ASSETS LISTING of GOVERNMENT OWNED PETROLEUM STORAGE AND HANDLING FACILITIES & PLANT</u>		
Updated by F.Filipe . April 2022		
LOCATION FACILITY	Yr Built or Purchased	COMMENTS
-		
SOGI TERMINAL		
-		
Tanker discharge wharfline		
200 nb u/g pipeline approx 2860m long from wharf to terminal inclusive of 4 isolation valve pits. Pipe is black jacket sch 20 and protected by CP system	2008	Isolation pits are at each end of Vaisigano and Mulivai bridges
Internal wharfline & product pipelines		
Wharf line extension 120m x DN200 from T4 connection to T8, 9, 10 including non return and isolating valves, and pipe supports	1999	

Internal rundown lines 200m x DN150 from tanks 1,2,3,4,to old pump bank including filters, supports and valves	2018	Drawdown lines for Tanks 1-4 replaced with stainless steel pipe
Internal rundown pipelines 170m x DN150 from T8, 9, 10 including filters, valves, and pipe supports to pump bank	2002	
Internal rundown pipelines 80m x DN150 including filters, valves, and pipe supports to new pump bank	2004	
Extended Internal discharge pipelines 50m x DN80 to fill points including supports, filters and valves	2003	
Internal discharge pipelines 60m x DN100 to new fill points including supports, filters and valves	2003	
Pipelines 120m x DN50 from old pump bank to drum shed	2003	
TANKS		ALL TANKS RE-CALIBRATED BY INTERTEK JULY 2014 - NEXT DU
No. 1 Tank 860,000 litre	1961	Jet fuel storage
12.192m diameter x 7.315m high mild steel with spiral stairway. 4" draw off line, 2" quick flush tank operation, 4" water drain line plus varec automatic tank gauge system model 2500B, serial no. 130708.		Tank refurbished and completely epoxy lined internally under

No. 2 Tank 860,000 litre	1961	Jet fuel storage - currently on ADO temporary storage due to covid-19 pandemic
12.192m diameter x 7.315m high mild steel with spiral stairway. 4" draw off line, 4" water drain line plus varec automatic tank gauge system model 2500B, serial no. 131783.		Tank refurbished and completely epoxy lined internally under .
No. 3 Tank 860,000 litre	1961	Jet fuel storage - currently on ULP temporary storage
12.192m diameter x 7.315m high mild steel with spiral stairway. 4" draw off line, 2" quick flush tank operation, 4" water drain line plus varec automatic tank gauge system model 2500B, serial no. 130100.		Tank refurbished and completely epoxy lined internally under .
No. 4 Tank 850,000 litre	1961	Jet fuel storage - currently on ULP temporary storage
12.192m diameter x 7.315m high mild steel with spiral stairway. 4" draw off line, 4" water drain line plus varec automatic tank gauge system model 2500B, serial no. 131782.		Tank completely internally epoxy lined to roof underside, walls

No. 6 Tank 2,100,000 litre	2017	
15.0m diam x 15.0m high tank on concrete ring beam construction with spiral stairway, 200mm fill and 150mm draw down		Diesel storage
No.8 Tank 1,858,000 litres	2000	Unleaded petrol
One (1) 1900 Cubic Metre including foundation, spiral stairway, internal lining, tank fittings such as skin valves, free roof vents, Varac gauge, manways. Diameter 18.288 m x height 9.265 m.		IFC installed in tank for conversion to ULP storage in Feb 2017
No. 9 Tank 1,858,000 litres	2000	Unleaded petrol
One (1) 1900 Cubic Metre including internal floating cover, foundation, spiral stairway, internal lining, tank fittings such as skin valves, rim free vents, manways. Diameter 18.288 m x height 9.265 m. SFL 7.350		IFC rim seals replaced in June 2018 and new air scoops installed
No. 10 Tank 1,858,000 litres	2000	Unleaded petrol

One (1) 1900 Cubic Metre including internal floating cover, foundation, spiral stairway, internal lining, tank fittings such as skin valves, rim free vents, manways. Diameter 18.288 m x height 9.265 m. SFL 7.350		IFC rim seals replaced in April 2018 and new air scoops installed
No. 7 Tank 2,100,000 litres		
Tank under construction - foundations completed.		Awaiting tank floor, shell and roof fabrication, by Contractor
TANK FARM		
10 (ten) environmental monitoring wells	1998	
Bund around T8, T9 and T10 (approx 2400m2) including bund floor, drains, and paths.	2000	Earthen bund and floor
Bund around T1,2,3,4, (approx 3750 m2) and paths plus drains	2018	Concrete bund floor and walls replaced earthen bunding
Bund cross overs and pipe cross overs to T1,2,3,4	1984	
Bund and pipe cross overs to T,8,9,10	2005	
Quick flush tanks (3) - aviation jet fuel dewatering and sampling	1984	Wilden diaphragm air pumps connected for pump back into storage

FIRE PROTECTION		
Fire pump house 4m x 10m steel structure	1998	Wall cladding on 3 sides
Fire pump house 4m x 10m steel structure	2020	Wall cladding on 3 sides to house new fire pump and foam pump
Fire protection foam concentrate pump and proportioning valve.	1998	Detroit diesel driver s/n 68A24625 with Southern Cross pump B020800
Fire protection foam concentrate pump and proportioning valve.	2020	Winan Industrial Ltd model QC490 s/n 19070271, 3000 rpm 46
Fire protection hydrant water pump and valves	2015	Grundfos pressure pump type model MXB-GFS-80LV S/N 0000 CSS-GFG-GFS
Hydrant main 320m x DN200 around tank farm with butterfly valves	1998	Victaulic joints removed and full welded in 2010
Water supply line from mains to pump house 120m x DN80	1984	
Fire protection water pump for foam mains, including valves.	1998	Southern Cross pump model PSH63A s/n 13K97A28
Fire protection water pump for foam mains, including valves.	2020	Winan Industrial Ltd model 61051ZD s/n 19070270, 1800 rpm
Foam stock tank and foam compound	1998	S/S horiz tank 1350 diam x 3000 long approx 4000 litres foam s

Foam Ring Main 320m x DN150 generally	1998	
Concrete water storage 300,000 litre tank 10m dia x 4 m ht, with roof, level gauges, cage ladders, valves, manifolds	1998	Tank is leaking and ongoing repairs carried out to maintain in replacement with bolted tank of larger capacity
Bolted water tank of 750,000 litres capacity connected to system	2021	Tank replaces one of the leaking concrete water tanks
Foam makers and risers to tanks 1, 2, 3, 4, 8, 9, 10.	1998	approx 400m x dn100
Foam makers and risers to tank 6	2017	
Red fire cabinets with all associated fire fighting equipment.	1998	6 units
Blue combined foam/water fire cabinets with all associated fire fighting equipment.	2003	6 units

Fire Access Roadway (approx 3700m2) around T8, 9, 10	1998	
Hand held fire extinguishers		Replacements ongoing due to severe corrosion and integrity te
Trolley mounted fire extinguishers	1998	4 units
Fixed Fire monitors	1998	2 units -Quell Halo 500
Firewall - 200mm thick reinforced blockwall	2013	7.0m long x 3.5m high
ELECTRICALS		
Flameproof starters	2012	
New switch board and MCC	2012	
New reticulation	2012	

Old yard lighting	1988	8 units
New yard lighting	2008	5 units
Emergency Shutdown Systems	2012	
Tank High Level Alarms	2016	Covers all tanks
PUMP HOUSE		
Jet A1 filter for Fill point	1999	FWS Velcron s/n SO-21892-2-1998 150 psi max pressure rated
No.2 Pump set	2002	Ebsray s/n M20992-6 ,Kelly n Lewis AK 16633
Jet A1 pump and valves,	2010	WEG motor c/w thermistor model K33 manufactured Feb 2009
TKL 80x50-200 KL-150 ductile iron,Exe 18.5kw 2900 rpm		
No.1 Pump set	2002	Ebsray s/n M20992-3 , Kelly n Lewis AK 16629
ULP pump and valves, fliters	2010	WEG motor c/w thermistor model K33 manufactured Feb 2009

TKL 80x50-200 KL-150 ductile iron,Exe 18.5kw 2900 rpm		
No 3 Pump set	2009	Ebsray s/n M20992-4 , Kelly n Lewis AK 16631 (relocated from
ADO pump and valves, fliters	2010	WEG motor c/w thermistor model K33 manufactured Feb 2009
TKL 80x50-200 KL-150 ductile iron,Exe 18.5kw 2900 rpm		
LOADING GANTRIES		
ULP, DPK & ADO pipework & valves throughout	2002	Fitted with pneumatic air actuators - installed June 2013
	2013	Actuator model PS100 (F/C) 120216
Two(2) bottom loading gantries, slabs and sump drainage	2002	Dry break coupler - API 1700-3
ULP Meter details	2010	Smith model E3-S1 c/w Veeder Root preset Form R789000-704 register model R789000-704 s/n 1006515328
JET Meter details	2017	Smith model F3-S1 c/w Veeder Root preset Form R789000-704 register model R789000-704 s/n 1006515327

ADO Meter details	2010	Smith model E3-S1 c/w Veeder Root preset Form R789000-704 register model R788901-003 s/n 1006515329
		All pre-sets are Series 7889 K050
Scully Overfill Protection system installed to cover truck and isotank loading	2022	Prevention of overfilling and spillage
SEPARATORS - WASTE		
Inground concrete separator, complete with drain line to mangrove swamp,	1983	API Separator
ASM Pump submersible	2011	Model DT32EXE s/n 10300 c/w 0.37 kw motor rated Exe
Inground SEPA separator and pump set with drain line to mangroves	1999	Wilden pump M2 s/n 02-3151-20
DRUM FILLING SHED		
ULP, DPK & ADO pipework & valves throughout	2002	
Drum wash pit with new pump set	2013	Southern Cross model 50X32-160 s/n 16L98A15

Two (2) drum filling meters ,hoses and valves	2011	LC Meter model M-7-1 flow rate 38-380 lpm : S/Nos are ULP-5 preset model D4140 s/n ULP-21010029 AND ado-21010030
One (1) drum filling meter, hoses, valves	2002	LC Meter model M-7-1 s/n 384033 and Veeder Root preset For Kero
OTHERS		
Pressure test trailer, complete with Ruggerini pressure test unit, hoses, fittings and connections	1998	
Rothenberger model RP PRO III pressure testing machine	2015	s/n 1512517 with max 40bar test pressure
Oil spill emergency trailer and contents	1998	Contents replaced as they are being used
J & G Jones BU-1HRT marine refueling trailer serial no. FF046	1998	
Air compressor 5.5 HP 415V 2850 rpm max WP 10 bars	2021	Lincoln Model 15200T

Southern Cross air compressor type ASE40007 of 410 litre capacity and max working pressure 900 kpa	2016	Marathon motor type Y2E-160L-4. Manufactured May 2014
Cummins diesel genset with Stamford Alternator - 181kva/154kw 1500 rpm	2012	Model DC200S/B s/n SG12010275 - Alternator model -UC1274
		Driver engine model 6CTA8.3-G2 s/n 87698849
ISO-Tank Tainers 5 units ,24 cbm, 4bar mawp	2011	CXTU units, 100736, 100737, 100738, 100741, 100742 and 100
Safety rails installed to isotank units	2021	Fall prevention safety
Fire Extinguisher - hydrotest unit	2010	Integrity testing of extinguishers at 10yr frequency to determin
Dockside hoses for tanker discharge		
Gutteling multi-oil hoses - 4 lengths (lagged)	2012	200mm diam x 10.0m long - 300 psi test pressure
Ditto	2016	200mm diam x 10.0m long - 300 psi test pressure

Flexi hoses - 3 lengths (lagged)	2007	150mm diam x 10.0m long
Trellerborg Quick Release Coupling c/w butterfly valve x 2units	1998	Tanker discharge manifold hose connection
	2014	
Hoses are replaced when leaking or fails pressure testing		
Fleet fuelling dispenser pump c/w fuel management system	2013	Master Comfutra model MR80P s/n 13F-13847201 installed Ju
connected to 20,000 litre o/g horiz tank (PPS supplied)	2007	
Stores		
Pallet racking - throughout	1998	
Pacific Boat spray booms & pump unit	1993	

6 - Zoom Boom 25m oil spill booms	1993	
Minimax containment booms	2016	100m palletized for quick deployment
Dockside hoses	2007	1-150mm x 12.0m and 2-150mm x 10.0m lagged 150 psi test p
Product pumps	2012	Kelair model 80x50-200 s/n 1030122 with CME 18.5 kw motor
		Stalker model 000X65-315 impeller 290 s/n 1028659
		Ajax model AXOC s/n 14044 - size 125x100-315
Decontamination Slab		
Concrete slab and valves and piping	1983	Connected to Triple Interceptor Trap - direct discharge into ma
Extension for increased capacity	2017	Interconnected

Buildings and civils		
Main office building inclusive of despatch, conference room	2015	Air conditioned and of concrete blockwall construction approx
Gate checking and Security building	2015	Concrete blockwall construction
Automatic gate boom	2018	
Manifold - 2 x open sided structures 6m x 8m & 9m x 5m with corrugated iron roof's & concrete slab 93m ²	2015	Complete re-roofing carried out as well as extension
Drum Fill Shed - open sided structure 6m x 18.5m with corrugated iron roof & concrete slab 120m ²	2003	Substantially upgraded in 2004
Warehouse building 28x24m for stores, Ops offices	2016	Wall cladding and 3 x roller shutter doors
Extension for workshop	2017	Overhead crane incorporated

Storage shed for materials	2018	
Generator-Electrical Main S/B-Employees Locker room	2011	Concrete masonry walled building approx size 14.0m x 5.6m
Laboratory Building - blockwall construction corrugated iron roof & concrete floor	2011	approx 5.5m x 5.0m
Open shelter pipe posts and iron roofing over API separator pit	2011	10.0m x 5.8m
2 stage open shelter pipe posts and iron roofing and part cladding over pumps slab	2011	
Perimeter fence 3 strand c/w barbed wire 420m long and twin 10m main gates and twin 6m emergency gates	1993	Ongoing repairs to corroded sections

Boundary cladding of approx 70.0 m pipe posts and concrete block retaining wall at eastern side	2011	
Concrete pavement to complete yard of approx 4000 sq m	2016=17	
Tanker discharge manifold	2017	Gate/ball valves replaced with DBB valves
Boundary retaining wall construction	2021	Approx 95m long
SALELOLOGA Depot		
		All tanks re-calibrated by Intertek July 2014
One (1) 185 Cubic Metre Tank No.1 ; 3.72 m diam x 16.7 m long	1983	Relocated from ex Asau depot -Tank 1 ULP
One (1) 185 Cubic Metre Tank No.2 ; 3.72 m diam x 16.7 m long	1999	Tank 2 - ULP

One (1) 185 Cubic Metre Tank No.3 ; 3.72 m diam x 16.7 m long	1999	Tank 3 - ULP
Vertical bolted tank, 650 cu m storage	2021	Tank 4 - ADO
Horiz tank 55kl capacity, 2.75m diam x 9.3m long	2021	Tank 5 - ADO (relocated from Faelolo Airport)
Horiz tank 55kl capacity, 2.75m diam x 9.3m long	2021	Tank 6 - ADO (relocated from Faleolo Airport)
All fittings attached to tank No.1,2,3,4,5,6 including tank valves, cradles, walkways	1999/2021	
Open shelter 7.0m x 3.6m pipe posts and iron roofing over pumps slab	2001	
Concrete pad for unloading of isotanks	2017	

Run down line equipment including additional isolation valves, interconnecting pipe work and relief valves	1999	Approx 174m of 100mm nb
Extension to drainage system within bunds	1999	
Additional walkways and crossovers at bund area	1999	
Two (2) Fire water storage bolted tanks of 125kl capacity each including all valves and fittings attached including pipe work up to hydrant line	2021	
Concrete bunded floor/walls around tanks 1,2,3,5,6	1999/2021	
Concrete bund walls and impervious floor liner around Tank 4	2021	
Shelter and cladding for storage	2001	3.45m x 3.1m

Truck loading metering system (2) Two isolating valves (2) Two filter / Air eliminators including all pipe work to gantry, includes all electrical	1999	ADO-LC Model M-25-2 s/n 54380 ; ULP - LC Model M-25-2 s/n
Air actuated isolation valves installed	2013	
Gantry load pumps x 2	1999	Diesel pump Ebsray M20992-2 s/n AK16628; ULP pump Ebsray n Lewis model AKP1256CH; motors are SMEG 18.5KW
Unloading pump No. 1	1999	Ebsray M20991-1 s/n V35T27
		Motor-Teco Code AEHBXE 10hp-7.5kw 720 rpm s/n 612C31900
Unloading pump No. 2	2013	Ebsray V35T27-M28882 RPM 715 S/N 138601418 with CMG m
Fire pump	2021	Winan Industrial Ltd model 61051ZD s/n 19070269 132 kW ou

Open shelter over separator 9.0m x 4.6m pipe posts and iron roofing	2006	
Drum storage racks for 30 drums steel pipe framing and wooden decking	2006	Bunding under drum rack - 18.0m X 0.844
Fire ring main extension 64m of 100 diam steel pipes inc pipe supports	2006/2021	
New Generator and Switchboard building inclusive of	2013	Approx 19.0m long x 7.3m wide
store room and fire pump room with office modifications		
Genset type FCG160 s/n HG10111058- installed July 2013	2013	Engine type 6CTA8.3-G2 s/n 87789326 Alternator type UC.I274
		Rating 145 kw ,standby power 160 kw
Electrical Switchboard	2013	2.8m x 0.63m wide

Drum Fill Meters (2)	1998	Model M-7-1 : ULP s/n 384032 and ADO s/n 384034
Air Compressor - 200 litre tank	2020	Lincoln Model 15200T 5.5 HP 415V 2850 rpm
Yard pavement of approx 1332 sq metres of reinforced concrete	2021	Improvement for environmental reasons
APIA WHARF - FUEL STORAGE (TRANSFER & BUNKER)		
ADO 200 NB Wharflines and bunkering points	1998	Connected into new pipeline for direct discharge into Sogi
2nd ADO 250 NB Wharf line and bunkering points	1998	Commissioned for tanker discharge December 08 following completion of works
3rd ADO 200 NB pipeline from Pit #3 to Pit#2	2015	Commissioned for tanker discharge - 95m long
Two x 200NB wharflines to new berth at Wharf extension (south)	2021	Approx 70m long for each line and inclusive of ball valves
Office building (also housing mains S/B)	2013	

Electrical mains switch board	2014	
Transformer - 55KVA	2013	
Concrete floor/wall bunded compound	2013	Around all 3 tanks
API Separator	2013	
Vertical storage tank #1	2018	Internally epoxy lined floor and 1.0m wall - earmarked for jet f emergency situation
Vertical storage tank #2	2015	All 3 tanks of 15.0m diam x 15.0m height
Vertical storage tank #3	2015	
Pipelines inclusive of valves from tanks to manifold and pumps area		
Unloading and Transfer pumps		
Stalker 125x100-200 Kelair pumps x 2	2015	c/w WEG 55kw motor
Stalker 80x50-200 Kelair pumps x 2	2015	c/w WEG 18.5kw motor

Spare pump c/w 18.5kw motor	2015	Stalker 80x50-200
Spare motors x 2	2015	WEG 18.5 kw
Discharge and transfer pipelines 2 lengths x 200mm diam	2015	Complete with cathodic protection and encased in concrete - a
jacketed pipe encased in concrete		
SEFS installation inclusive of foam lines to each of three tanks	2022	Foam tank capacity 8000 kg, inclusive of valves, pressure gaug
APIA FISHERIES WHARF - DIESEL BUNKERING		
Double walled 40kl horiz tank	2018	Installed on concrete base
100mm pipeline direct connection into main Sogi-Wharf tanker discharge pipeline	2018	
Bunker pump	2018	Stalker 80x50-200 c/w 18.5kw motor

Bunkering system c/w dry break valving at Fisheries wharf	2005	approx 22.0m of 50mm diam hydrant line
SAMOA SHIPPING BUNKER LINE		
68m of 100mm to SSC and branch off 45m of 75mm to Maritime	2021	Bunker lines inclusive of valves for SSC vessels and Police Maritime
Bunker meters c/w hose reels for dispensing	2021	SSC hose reel 75mm x 20m and Maritime hose reel 40mm x 20m
FALEOLO AVIATION DEPOT		All tanks re-calibrated by Intertek July 2014
		All tanks fitted with floating suction
One (1) 55 KL fuel tank No.3	1993	Tank size : 2.75m diam x 9.3 m long
2 x 240kl fuel tank c/w new pipeworks, concrete floor bunding and walls..tanks are 4.28 m diam x 19.7 m long	2007	Tanks ex wharf completely refurbished and internally epoxy lined and numbered 5 and 6

Vertical tank 15m diam x 9.0m high internally epoxy lined and fitted with floating suction	2021	Tank numbered 4
Tank bunded with concrete walls and impermeable liner on floor		
All pipe work valves and fittings attached to tanks 4/5/6	1993/2021	
One (1) pump slab and shelter	1993	8m x 6m
Product pumping system including (3) three pumps and electric motors including (3) three coalester filters and sample tank assembly and all pipe work	1998	FWS 1 is Velcon model VV2344150A, serial SO 51515 yr 2002 5 VV2344150 serial SO21892-1 yr 1998 540 gpm : FWS 3 Facet m 2003 1800 lpm
		Unloading pump Ebsray V35 M19430 s/n 01H 609597 with CM Hydrant pumps (2) Ebsray M19429-2 with s/nos 01H 609596-1 Motor 45kw type SGA D225M-2 rated Ex(e) IIC T3
	2014	Hydrant pump for low volume refuelling - TEC Elec & March. C Phase induction motor and flameproof.
Into-Plane-Refuelling Equipment		

WBC Hydrant cart	2010	Equip P / No 572HC-Z001, Ser No 572.001, Manuf : 03/09, Met 136222, Lectro Count.
Hydrant cart fuelling unit # 2	2003	Meter: AVERY HARDOLL. LTD. Type 8SMY86440HD015, S / No
Hydrant cart fuelling unit # 3	2003	Meter: Mod No: M-30-2, S/ No: 333728, LC,Module: HD1000, S
Tractor units x 2	2007	JOHN DEERE 3038E and KUBOTA L2350
Oshkosh truck refueller of 22,000 litre capacity (emergency stand-by)	2016	2nd hand complete unit purchased from USA
Mobile hydrant dispenser complete unit inclusive of FWS and fuelling hose	2021	Built by Refuel, Melbourne
Concrete bunds with drain valves and sumps	1993	
One (1) generator slab and shelter	1998	7.1m x 5.78m
One (1) office block	1998	6m x 8m
API separator pit with drainage system and valves for tanks3,5,6 bunding	1993	

API separator pit with drainage system and valves for tank 4 bunding	2021	
External sealed road from depot to tarmac	2013	
Internal roadway	1993	
Security fence around compound and gates	1993	3 x Gates and Fence height - 2.3m, Length - 62m x 70m
One (1) machinery shelter and slab	1993	8m x 6m
Five (5) yard lighting poles with lights, wiring and switches	1993	
Cummins Generator unit 181 kva 145 kw 415 V 3phase	2012	Model FCG160 s/n HG10111058 : Engine driver model 6CTA8.3
		Alternator s/n - X10E180920
Power transformer and incoming power feeders	2013	55 kva transformer installed
Main switch board - Electric wiring, cabinets, cable trays, switches, flow switch to office, pump bank, lighting, hydrant system	2012	2.5m x 450mm

Open shelters pipe posts and iron roofing for refuelling equipment	2008	8m x 9.5m
Storage building concrete floor, wall cladding 8.0m x 6.0m	2000	
Warehouse incorporating new offices, stores and parking for truck refuellers	2017	
Hydrant fuel pipeline approx xx long with 10 fueling pits c/w cathodic protection system	2021	Approx 330m of 200mm nb piping and 115m of 150mm nb pip
Self Expanding Foam System installed to cover Tank 4	2022	Foam storage tank is pressurised ready for use in an emergency valves and pressure gauges

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI – General Conditions of Contract

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General Provisions

1. Definitions/ Interpretation

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The “Adjudicator” is the person appointed jointly by the procuring entity and the service provider to resolve disputes in the first instance, as provided for in clause 49.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the service provider forming part of their bid.
- (c) “Completion Date” means the date of completion of the Services by the service provider as certified by the procuring entity.
- (d) “Contract” means the Contract signed by the Parties and **described in SCC**, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in clause 3 of such signed Contract.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with clause 40.
- (f) “Dayworks” means varied work inputs subject to payment on a time basis for the service provider’s employees and equipment, in addition to payments for associated materials and administration.
- (g) “Principal” means the party who employs the service provider **as described in SCC**.
- (h) “Foreign Currency” means any currency other than the currency of the country of the procuring entity.
- (i) “GCC” means these General Conditions of Contract.
- (j) “Government” means the Government of the Independent State of Samoa.
- (k) “Local Currency” means the currency of the country of the Principal – Samoan Tala.
- (l) “Member” in case the service provider consist of a joint venture of more than one (1) entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity **specified in the SCC** to act on their behalf in exercising all the service provider’ rights and obligations towards the Principal under this Contract.

- (m) “Month” means a calendar month.
- (n) “Party” means the Principal or the service provider, as the case may be, and “Parties” means both of them.
- (o) “Personnel” means persons hired by the service provider or by any subcontractor as employees and assigned to the performance of the Services or any part thereof.
- (p) “Service Provider” is a person or corporate body whose bid to provide the Services has been accepted by the Principal, **as described in SCC.**
- (q) “service provider’s bid” means the completed tender document submitted by the service provider to the Principal.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (s) “Specifications” means the specifications of the service included in the tender document submitted by the service provider to the Principal.
- (t) “Services” means the work to be performed by the service provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the service provider’s bid.
- (u) “Subcontractor” means any entity to which the service provider subcontracts any part of the Services in accordance with clauses 27, 34 and 35.

If the context so requires it, singular means plural and vice versa.

- 2. Entire Agreement** The Contract constitutes the entire agreement between the Principal and the Service Provider and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of Contract.
- 3. Contract Documents** Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 4. Severability** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Fraud and Corruption

If the Principal determines that the Service Provider and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, the Principal may, after giving fourteen (14) days' notice to the Service Provider, terminate the Service Provider's employment under the Contract and cancel the contract, and Clause 22 shall apply as if such cancellation had been made under Clause 22.

For the purposes of this Clause 5:

- (a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;⁷
- (b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;⁸
- (c) "collusive practice" is an arrangement between two or more parties⁹ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹⁰; and
- (e) "obstructive practice" is:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from

⁷ "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Government of Samoa staff and employees of other organizations taking or reviewing procurement decisions.

⁸ "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁹ "Parties" refers to participants in the procurement process (including public officials) attempting to establish tender prices at artificial, non-competitive levels.

¹⁰ "Party" refers to a participant in the procurement process or contract execution.

disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under clause 13.

Should any employee of the Service Provider be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Services, that employee shall be removed.

6. Joint Venture, Consortium or Association

If the Service Provider is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Principal for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Principal.

7. Eligibility

The Service Provider and its Subcontractors shall have the nationality of an eligible country. A Service Provider or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

8. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Independent State of Samoa.

9. Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

10. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and deemed to have been made when delivered in person to the Party or an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

11. Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Principal may approve.

- 12. Authorised Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Principal or the service provider may be taken or executed by the officials **specified in the SCC**.
- 13. Inspection and Audit by the Government** The service provider shall permit the Principal and its other authorised officers to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Government, if so required by the Government. The Supplier's and its Subcontractors and consultants' attention is drawn to clause 5, which provides, inter alia, that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Government's prevailing sanctions procedures).
- 14. Scope of Supply/Services** The Services to be supplied shall be as **specified in the SCC**.
- 15. Taxes and Duties** The service provider, subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. Where taxes and duties are not included or correctly calculated such shall be confirmed by the Ministry for Revenue prior to finalisation and signing of the Contract, and such taxes and duties become payable by the service provider, subcontractors, and their Personnel as required.
- 16 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be **stated in the SCC**.
- 17. Commencement of Program** Before commencement of the Services, the service provider shall submit to the Principal for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 18. Starting Date** The service provider shall start carrying out the Services within thirty (30) days of the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.
- 19. Intended Completion Date** Unless terminated earlier pursuant to clause 22, or the term of the Contract is extended under, the service provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the service provider does not complete

the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as clause 30. In this case, the Completion Date will be the date of completion of all activities.

20. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Government has been obtained and variation to the Contract reflecting the same is signed by the Parties.

21. Force Majeure

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances (and includes any change of Government policy or new development involving the Government).

No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and
- (b) has informed the other Party as soon as possible about the occurrence of such an event.

Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Services pursuant to clause 14, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time

for performance, in which case the extension shall be ratified by the parties by written amendment of the Contract.

Except in case of Force Majeure, as provided under this clause 21, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to clause 30, unless an extension of time is agreed upon, pursuant clause 19.

Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the service provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

Suspension of performance

The Party affected by Force Majeure may suspend the performance of its obligations under this Contract until any disruption resulting from the Force Majeure has been resolved. However, such Party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible its adverse effects, as well as any resulting losses.

Performance resulting in termination

If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than thirty (30) days or an aggregate period of more than sixty (60) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.

22. Termination

Termination by default

The Principal may terminate this Contract, by not less than fourteen (14) days' written notice of termination to the service provider, to be given after the occurrence of any of the events as follows:

- (a) if the service provider does not remedy a failure in the performance of its obligations under the Contract, within

thirty (30) days after being notified or within any further period as the Principal may have subsequently approved in writing;

- (b) if the service provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Services Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the service provider, in the judgment of the Principal has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Principal terminates the Contract in whole or in part:

- (a) the Principal may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the Service Provider shall be liable to the Principal for any additional costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated;
- (b) the Parties shall be relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;
- (c) the right of the Principal to recover damages against the Contractor shall not be affected;
- (d) the Service Provider indemnifies the Principal in respect of any loss it may incur in getting the Services from other suppliers; and
- (e) 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.

Termination for convenience

The Principal, by notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that

termination is for the Principal's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

Termination by Principal

The Principal may terminate this Contract, by not less than fourteen (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the following events:

- (a) if Service Provider fails to commence performance of the Contract so as to ensure the due and proper completion of the Contract;
- (b) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Principal may have subsequently approved in writing;
- (c) if the Service Provider become insolvent or bankrupt. In such event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Principal;
- (d) if, as the result of Force Majeure, the Services Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if the Service Provider, in the judgment of the Principal has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Where the Principal terminates this Contract or reduces its scope:

- (a) the Service Provider 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 Service Provider 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 Service Provider 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 shall not exceed the Contract Price.

Termination by Service Provider

The service provider may terminate this Contract, by not less than thirty (30) days' written notice to the Principal, such notice to be given after the occurrence of any of the events:

- (a) if the Principal fails to pay any monies due to the service provider pursuant to this Contract and not subject to dispute pursuant to clause 49 within forty-five (45) days after receiving written notice from the service provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

Suspension of Funding

In the event that the Government suspends funding to the Principal, from which part of the payments to the service provider are being made the Principal is obligated to notify the service provider of such suspension within seven (7) days of having received the Government's suspension notice.

If the service provider has not received sums due to it by the due date **stated in the SCC** in accordance with clause 39, the service provider may immediately issue a fourteen (14) days termination notice.

Upon termination of this Contract pursuant clause 22, the Principal shall make the following payments to the service provider:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

The Service Provider 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 Service Provider such sums as are fair and reasonable in respect of the claim but the Contractor shall not be entitled to claim 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 shall under no circumstances exceed the total Contract Price.

23. Obligations of the service provider

The service provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The service provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Principal, and shall at all times support and safeguard the Principal's legitimate interests in any dealings with subcontractors or third parties.

24. Conflict of Interests and conflicting activities

The remuneration of the service provider pursuant to clause 39 shall constitute the service provider's sole remuneration in connection with this Contract or the Services, and the service provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the service provider shall use their best efforts to ensure that the Personnel, any subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

The service provider agree that, during the term of this Contract and after its termination, the service provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing General Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

Neither the service provider nor its subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which

would conflict with the activities assigned to them under this Contract;

- (b) during the term of this Contract, neither the service provider nor their subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

25. Confidential Information

The Principal and the Service Provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Despite the aforementioned, the Service Provider may furnish to its Subcontractor such documents, data, and other information it receives from the Principal to the extent required for the Subcontractor to perform its work under the Contract, in which event the Service Provider shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Service Provider.

The Principal shall not use such documents, data, and other information received from the Service Provider for any purposes unrelated to the contract. Similarly, the Service Provider shall not use such documents, data, and other information received from the Principal, for any purpose other than the performance of the Contract.

The obligation of a party under this clause 25 shall not apply to information that:

- (a) the Principal or Service Provider need to share with the Government or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

This clause 25 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

This clause 25 shall survive completion or termination, for whatever reason, of the Contract.

26. Insurance to be Taken Out by the Service Provider

The service provider:

- (a) shall take out and maintain, and shall cause any subcontractors to take out and maintain, at its (or the subcontractors', as the case may be) own cost but on terms and conditions approved by the Principal, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and
- (b) at the Principal's request, shall provide evidence to the Principal showing that such insurance has been taken out and maintained and that the current premiums have been paid. Insurance policy must be in place at a time agreed by both Principal and service provider.

Where there is an existing insurance policy with the appropriate coverage the service provider need not take out further insurance provided that the existing cover remains valid for the entire period of the Contract.

27. Service provider's Actions Requiring Principal's Prior Approval

The service provider shall obtain the Principal's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the **SCC**.

28. Reporting Obligations

The service provider shall submit to the Principal the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

29. Documents Prepared by the Service Provider to Be the Property of the Principal

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the service provider in accordance with clause 28 shall become and remain the property of the Principal, and the service provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Principal, together with a detailed

inventory thereof. The service provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

30. Payments of Liquidated Damages

The service provider shall pay liquidated damages to the Principal at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Principal may deduct liquidated damages from payments due to the service provider. Payment of liquidated damages shall not affect the service provider's liabilities.

31. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Principal shall correct any overpayment of liquidated damages by the service provider by adjusting the next payment certificate. The service provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the same rates as specified in clause 43.

32. Lack of performance penalty

If the service provider has not corrected a Defect within the time specified in the Principal's notice, a penalty for Lack of performance will be paid by the service provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in clause 46 and **specified in the SCC**.

33. Performance Security

The service provider shall provide the Performance Security to the Principal no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and in the form of a bank guarantee or surety or any other financial instrument acceptable to the Principal and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until twenty-eight (28) days from the Completion Date of the Contract in case of a bank guarantee and such validity period must be clearly stated in the bank guarantee, and until one (1) year from the Completion Date of the Contract in the case of a Performance Bond and such validity period must be clearly stated in the Performance Bond.

34. Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the service provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by

- title as well as by name in Appendix C are approved by the Principal.
- 35. Removal and/or Replacement of Personnel** Except as the Principal may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the service provider, it becomes necessary to replace any of the Key Personnel, the service provider shall provide as a replacement a person of equivalent or better qualifications.
- If the Principal finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the service provider shall, at the Principal's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Principal.
- The service provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- 36. Assistance and Exemptions** The Principal shall use its best efforts to ensure that the Government shall provide the service provider such assistance and exemptions as **specified in the SCC**.
- 37. Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the service provider, then the remuneration and reimbursable expenses otherwise payable to the service provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in clause 40(a) or (b), as the case may be.
- 38. Services and Facilities** The Principal shall make available to the service provider the Services and Facilities listed under Appendix D.
- 39. Lump-Sum Remuneration** The service provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all subcontractors' costs, and all other costs incurred by the service provider in carrying out the Services described in Appendix A. Except as provided in clause 37, the Contract Price may only be increased above the amounts stated in clause 40 if the Parties have agreed to additional payments in accordance with clause 20 and 41.
- 40. Contract Price** (a) The price payable in local currency is **set forth in the SCC**.

- (b) The price payable in foreign currency is **set forth in the SCC.**

- 41. Payment for Additional Services, and Performance Incentive Compensation** For the purpose of determining the remuneration due for additional Services as may be agreed under clause 20, a breakdown of the lump-sum price is provided in Appendices D and E.
If the **SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 42. Terms and Conditions of Payment** Payments will be made to the service provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilisation, Materials and Supplies) shall be made against the provision by the service provider of a bank guarantee for the same amount and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the service provider has submitted an invoice to the Principal specifying the amount due.
- 43. Interest on Delayed Payments** If the Principal has delayed payments beyond fifteen (15) days after the due date **stated in the SCC**, interest shall be paid to the service provider for each day of delay at the rate **stated in the SCC**.
- 44. Price Adjustment** Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index

prevailing twenty-eight (28) days before bid opening for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing twenty-eight (28) days before bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of pn for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

45. Dayworks

If applicable, the Daywork rates in the service provider’s bid shall be used for small additional amounts of Services only when the Principal has given written instructions in advance for additional services to be paid in that way.

All work to be paid for as Dayworks shall be recorded by the service provider on forms approved by the Principal. Each completed form shall be verified and signed by the Principal representative as indicated in clause 12 within two (2) days of the Services being performed.

The service provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated under this clause 45.

46. Identifying Defects

The principle and modalities of Inspection of the Services by the Principal shall be as **indicated in the SCC**. The Principal shall check the service provider’s performance and notify him of any Defects that are found. Such checking shall not affect the service provider’s responsibilities. The Principal may instruct the service provider to search for a Defect and to uncover and test any service that the Principal considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

47. Correction of Defects, and Lack of Performance Penalty

- (a) The Principal shall give notice to the service provider of any Defects before the end of the Contract or any time after the Contract provided that the defect is a clear result of an omission or act or faulty workmanship of the service provider. The Defects liability period shall be extended for as long as Defects remain to be corrected (whether or not the defect was made known to the service provider before or after end of the Contract).
- (b) Every time notice a Defect is given, the service provider shall correct the notified Defect within the length of time specified by the Principal's notice or until the Principal is satisfied that the Defect has been rectified to satisfaction.
- (c) If the service provider has not corrected a Defect within the time specified in the Principal's notice or to the satisfaction of the Principal, the Principal will assess the cost of having the Defect corrected, the service provider will pay this amount, and a Penalty for Lack of Performance calculated in accordance with clauses 31 and 32.

48. Compliance with policies, procedures and law

The Service Provider shall in performing the Services under this Contract, duly inform himself/herself/itself of and 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.

The Service Provider 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 facilitates are being put.

49. Settlement of Disputes

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

If any dispute arises between the Principal and the service provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to

the Adjudicator within fourteen (14) days of the notification of disagreement of one (1) Party to the other.

The Adjudicator shall give a decision in writing within twenty-eight (28) days of receipt of a notification of a dispute.

The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Principal and the service provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within twenty-eight (28) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above twenty-eight (28) days, the Adjudicator's decision will be final and binding.

The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

Should the Adjudicator resign or die or should the Principal and the service provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Principal and the service provider. In case of disagreement between the Principal and the service provider, within thirty (30) days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within fourteen (14) days of receipt of such request.

50. Waiver

No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of this Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of this Contract.

Any waiver of a party's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

51. Indemnity

The service provider agrees to indemnify the Principal from and against any:

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

The service provider's liability to indemnify the Principal under this clause 51 will be reduced proportionately to the extent that any negligent act or omission of the Principal contributed to the relevant liability, loss or damage.

The obligations under this clause 51 shall survive the expiration or termination of this Contract.

52. Assignment and Novation

The service provider shall not assign its obligations, and agrees not to assign its rights, under this contract without, in either case, prior written approval from the Principal.

The service provider agrees not to consult with any other person for the purposes of entering into an agreement that would or could require novation of the contract without first consulting the Principal.

53. Security and Access

The service provider, when using the Principal's premises or facilities, shall comply with all rules, policies, directions and procedures including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities notified to the service provider by the Principal.

54. Evidence and Precedence

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.

No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

55. Negation of Employment, Partnership and Agency

The relationship of the service provider to the Principal is that of independent contractor and nothing contained in this Contract shall be construed as creating any other relationship. The service provider agrees not to represent, and endeavours to ensure that service provider's officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Principal, or as otherwise able to bind or represent the Principal.

The service provider is not by virtue of this Contract an officer, employee, partner or agent of the Principal, nor does the service provider have any power or authority to bind or represent the Principal.

56. Supplier's Acknowledgement

The Supplier acknowledges that before entering into this Contract, the Supplier was given a copy of the Contract and is aware of right to seek independent legal advice on its terms if the supplier so desires, and given reasonable opportunity to take such advice.

The Supplier also warrants that the representative who will be executing this Contract on behalf of the Supplier has all the power authority to execute this Contract.

The Supplier now signs this Contract in agreement to all terms and conditions set out therein.

57. Counterpart

The Parties may execute this Contract in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is acceptable as executing and delivering this Agreement in the presence of the other Parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. This clause shall not apply if the counterpart is not required.

Section VII – Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1(d)	The contract name is <i>Fuel Facility Assets Insurance Contract</i>
1(g)	The Principal is: <i>Ministry of Finance</i>
1(n)	<i>insert if applicable</i> The Member in Charge is <i>enter name of lead joint venture partner</i>
1(p)	The service provider is <i>enter service provider name</i>
10	<p>The addresses are:</p> <p>Principal: <i>Ministry of Finance</i></p> <p>Attention: <i>Chief Executive Officer</i></p> <p>Address: <i>Central Bank Building</i></p> <p>Landline Telephone: <i>34332</i></p> <p>Facsimile: <i>21312</i></p> <p>Service provider: <i>enter name of service provider</i></p> <p>Attention: <i>enter principal contact person name</i></p> <p>Address: <i>insert full postal address</i></p> <p>Mobile Telephone: <i>enter number</i></p> <p>Landline Telephone: <i>enter number</i></p> <p>Facsimile: <i>enter number</i></p>
12	<p>The Authorised Representatives are:</p> <p>For the Principal: <i>Saoleititi Maeva Betham Vaai, Chief Executive Officer</i></p> <p>For the service provider: <i>enter name</i></p>
14	<p>The scope of supply/services are:</p> <p><i>Government is seeking quotations from qualified insurers in Samoa for Insurance Cover for the next three 3 years commencing from 1st August 2022 or such earlier or later date as is agreed between the parties for the following Fuel Facility Assets (all values expressed in Samoan Tala and US\$):</i></p> <ol style="list-style-type: none"> 1. Sogi Fuel Terminal; fuel storage tanks, pipelines, generators, electrical systems, pumps, valves, loading gantries, fire-fighting equipment, Drum Shed Laboratory building and equipment, spare parts and ancillary equipment Value SAT 38,000,000 / US\$ 14,000,000

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(NB excludes all vehicles and trailers and office equipment which are owned by the Distributor PPS).</p> <p>2. Apia Wharf Tanks 3 x 2000 Metric Tonne , Foam Line Value SAT 10, 800,000 / US\$ 4,000,000</p> <p>3. Sogi Fuel Terminal Office Building Value SAT 600,000 US\$ 220,000</p> <p>4. Sogi Fuel Pipeline 3 km pipeline connecting the Apia Wharf storage tanks to the Sogi Terminal including all pumping and ancillary equipment Value SAT 3,000,000 US\$1,100,000</p> <p>5. Salelologa Depot Savaii; fuel storage tanks, pipelines, generators, electrical systems, pumps, valves, loading gantries office building and ancillary Value SAT 3,600,000 US\$ 1,330,000 NB excludes all vehicles and trailers and office equipment which are owned by the Distributor PPS).</p> <p>6. Faleolo Aviation Depot and Hydrant System including refuelling carts and all fuel storage tanks, pipelines, generators, electrical systems, pumps, valves, office building and ancillary equipment. Value SAT 6,000,000 2,200,000</p> <p>7. Fuel Storage Tanks Fisheries Wharf Apia Value SAT 300,000 US\$ 110,000</p> <p><i>The insurance policy provides cover for damage to the fuel facility assets caused by Fire, Cyclones, Earthquake, Tsunami and Flooding.</i></p>
16	The date on which this Contract shall come into effect is <i>enter date of contract signing</i>
18	The Starting Date for the commencement of Services is <i>enter date usually not exceeding thirty days following contract signature date</i>
19	The Intended Completion Date is <i>three (3) years from the Starting Date (i.e. insert date).</i>
22	The due date for sums due to the Service Provider is: <i>insert date</i>
24	Activities prohibited after termination of this Contract are:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<i>None, however, if the Contract is terminated by the Principal due to an act or omission of the Service Provider, the Service Provider is not qualified to bid in any further services tendered by the Principal until further notice.</i>
26(a)	(i) <i>N/A</i>
27(d)	The other actions are: <i>N/A</i>
29	Future use of documents prepared by the service provider are subject to the prior approval of the Principal and such use may be permitted by the Principal according to confidentiality level, need to know & must know according to OHS, emergency response to fire and natural disasters, environmental due diligence requirements and any other sufficient cause approved by the Principal.
30	Not Applicable given nature of the Services.
32	The percentage to be used for the calculation of lack of performance penalty(ies) is <i>N/A</i>
36	In accordance with the laws of the Independent State of Samoa, the assistance and exemptions provided to the service provider are: <i>List Principal's facilities, equipment, specialist personnel and utility services which support delivery of services free of charge or usage fee basis. List exemptions on import duties, taxes, licenses, regulations as may be legally granted</i>
40(a)	The amount in local currency is <i>insert applicable amount of contract price payable in Samoan Tala</i>
40(b)	The amount in foreign currency or currencies is : <i>insert applicable amount of contract payable in foreign currencies</i>
41	The performance incentive paid to the service provider shall be: <i>Provide reference to schedule of performance level adjustment factors (incentives & penalties) defined in Section V Principal's Requirement and subject to joint assessment and determination by service provider and Principal</i>
42	Payments shall be made according to the following schedule: <ul style="list-style-type: none"> • <i>Year 1 - 1st Feb 2023 – 31st Jan 2024,</i> • <i>Year 2 - 1st Feb 2024 – 31st Jan 2025</i> • <i>Final payment for year 3 – 1st Feb 2025 – 31st Jan 2026</i>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<i>(NB: months to be revised following discussions of final payment schedule. Annual payment for each year of the contract – first payment to be made following signing of the contract and every other annual payment to be made before the next insured year begins)</i>
43	<p>Payment shall be made within fifteen (15) days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <i>enter number of days</i> the case of the final payment.</p> <p>The interest rate is <i>enter Central Bank of Samoa approved commercial daily basis lending rate</i></p>
44	<p>APPLIES ONLY TO CONTRACTS EXCEEDING EIGHTEEN MONTHS, for escalation of rates to reflect general salaries/ wages adjustments and inflationary increases in costs of subcontracted services and supplies. Refer to the appropriate Consumer Price Index available from the Budget Division (MoF) and the Samoa Bureau of Statistics.</p> <p>Price adjustment is <i>NOT APPLICABLE</i> in accordance with Sub-Clause 6.6.</p>
46	<p>The principle and modalities of inspection of the Services by the Principal are as follows: N/A</p> <p>The Defects Liability Period is <i>N/A</i></p>
49	<p>The Adjudicator is <i>a practicing member of the Accredited Mediators Association of Samoa</i> who will be paid a rate of <i>ST \$300.00</i> per hour of work. The following reimbursable expenses are recognised: <i>N/A</i></p> <p>The arbitration procedures of the Independent State of Samoa will be used</p> <p>The designated Appointing Authority for a new Adjudicator is <i>the Attorney General of the Independent State of Samoa</i></p>

APPENDICES

AMEND FOLLOWING SCHEDULE FOR SPECIFIC PROJECT/ CONTRACT CONTEXT

1. Appendix A – Description of Services

From Section V Principal's Requirements, insert Contract Scope of Services incorporating all variations, modifications & enhancements resulting from Contract negotiations

2. Appendix B - Schedule of Payments

- a. Insert bid Price Schedule F1 – Distributed All Inclusive Costs: monthly rate provisions for Managers/ Supervisors/ Office Staff; Technicians & Tradesmen; Labour; Minor Equipment/ Appliances; Materials and Other Costs*
- b. Insert Mobilisation & Establishment Advance, as 20% of Year 1 total cost provision, recoverable by the Principal over the first six (6) months of services delivery*

3. Appendix C – Key Personnel and Subcontractors

Insert data from bidding Forms Section IV: Proposed Personnel

- a. C1 - provide titles, names, job titles, detailed job description and current professional & trade qualifications to be assigned for work and staff months for each*
- b. C2 – personnel working outside the Independent State of Samoa: not applicable*
- c. C3 – insert list of approved local subcontractors and subcontractors, resulting from equal opportunity, fair and transparent selection processes. Provide names, positions and qualifications for key personnel*

4. Breakdown of Price in Foreign Currencies

5. Breakdown of Price in Local Currencies

For the purposes of determining remuneration for ad-hoc/ emergency additional services, provide comprehensive schedule of unit rates (hourly, daily, per piece/ litre/ kilogram or other applicable measure for:

- a. Managers & Sub Managers*
- b. Technicians and Tradesmen*
- c. Office Staff*
- d. Maintenance & Janitorial Labour*
- e. Equipment Hire*
- f. Office Supplies & Services*
- g. Cleaning and other maintenance materials*

Appendix D – List of existing Fuel Facility Assets

Section VIII – Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful bidder after contract award.

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On letterhead paper of the Principal

B. Letter of Acceptance

..... *Date*.....

To: *Name and address of the services provider*.....

Subject: *Notification of Award Contract No.*.....

This is to notify you that your bid dated *insert date* for execution of the *insert name of the contract and identification number, as given in the BDS* for the Accepted Contract Amount of the equivalent of *insert amount in numbers and words and name of currency*, as corrected and modified in accordance with the Instructions to Bidders is accepted by insert name of Principal.

You are requested to furnish the Performance Security within 28 **days**) in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in **Section VIII - Contract Forms** of the bidding documents.

Choose one of the following statements:

We accept that _____ (*insert the name of Adjudicator proposed by the bidder*) be appointed as the Adjudicator.

Or

We do not accept that _____ (*insert the name of the Adjudicator proposed by the bidder*) be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to the President of the Institute of Professional Engineers Samoa the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 42.1 and GCC 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

-
- **Attachment:** Contract Agreement

C. Contract Agreement

DATED: _____ (day) _____ (month) _____ (year).

PARTIES: **THE GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA** acting by and through the **INSERT MINISTER RESPONSIBLE, HONOURABLE INSERT MINISTER'S NAME**, (“Principal”);

AND: **INSERT NAME OF SERVICES PROVIDER** duly incorporated, whose place of business is at Insert place (“services provider”).

WHEREAS the Principal is desirous for the services provider to execute *name of the Contract* (“general services”);

AND the Principal has accepted a bid by the services provider for the execution and completion of the general services in accordance with the terms and conditions set out in this Contract;

AND the services provider agrees to carry out the general services at the agreed price as set out in this Contract and in accordance with terms and conditions of this Contract.

NOW THEREFORE the Principal and the services provider (collectively “the Parties”) agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to, and they shall be deemed to form and be read and construed as part of this Contract.
2. In consideration of the payments to be made by the Principal to the services provider as hereinafter mentioned, the services provider covenants with the Principal to execute and complete the general services and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Principal covenants to pay the services provider in the amount not exceeding (INSERT CONTRACT PRICE IN WORDS), (INSERT CONTRACT PRICE IN FIGURES) inclusive of VAGST and other taxes in consideration of the execution and completion of the general services in full compliance and in accordance with the terms and conditions of this Contract including but not limited to the remedying defects.
4. The documents forming the Contract shall comprise the following and be interpreted in the following order of priority.
 - (a) Contract Agreement;
 - (b) the Letter of Acceptance;
 - (c) Special Conditions of Contract (“SCC”);
 - (d) General Conditions of Contract (“GCC”);
 - (e) Services provider’s bid;

(f) Scope of Services

(g) any other documents listed in the SCC to form part of the Contract.

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

EXECUTED by insert details **FOR THE** insert,)
for and on behalf of the **INDEPENDENT STATE**)
STATE OF SAMOA)

In the presence of:)

.....

(Witness Name & Signature)

.....

(Witness Designation)

EXECUTED by insert details **FOR THE** insert,)
for and on behalf of the **INSERT SERVICE PROVIDER**)

in the presence of:)

.....

Director

.....

(Director/Secretary)

Performance Security

The bank, as requested by the successful bidder, shall fill in this form in accordance with the instructions indicated

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

IFB No. and title: *insert no. and title of bidding process*

Bank's Branch or Office: *insert complete name of Guarantor*

Beneficiary: *insert complete name of Principal*

PERFORMANCE GUARANTEE No.: *insert Performance Guarantee number*

We have been informed that *insert complete name of services provider* ("services provider") has entered into Contract No. *insert number* dated *insert day and month, insert year* with you, for the supply of *description of general services* ("Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the services provider, we as guarantor, hereby irrevocably undertake to pay you any sum(s) not exceeding *insert amount(s)*¹¹ *in figures and words* upon receipt by us of your first demand in writing declaring the services provider to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *insert number* day of *insert month, insert year*¹² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is excluded.

.....

¹¹ *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the procuring entity.*

¹² *Dates established in accordance with Clause 49.1 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Services provider under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The procuring entity should note that in the event of an extension of the time to perform the Contract, the procuring entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the procuring entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six (6) months] [one (1) year], in response to the procuring entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

Authorised Signatures for Bank and services provider**Bank Guarantee for Advance Payment**

The bank, as requested by the successful bidder, shall fill in this form in accordance with the instructions indicated on its own Letter Head

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

IFB No. and title: *insert number and title of bidding process*

Bank's Branch or Office: *insert complete name of Guarantor*

Beneficiary: *insert legal name and address of Principal*

ADVANCE PAYMENT GUARANTEE No.: *insert Advance Payment Guarantee no.*

We, *insert legal name and address of bank*, have been informed that *insert complete name and address of services provider ("services provider")* has entered into Contract No. *insert number* dated *insert date of Agreement* with you, for the supply of *insert types of general services to be executed ("Contract")*.

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the services provider, we as guarantor hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *insert amount(s)*¹³ *in figures and words* upon receipt by us of your first demand in writing declaring that the services provider is in breach of its obligation under the Contract because the services provider used the advance payment for purposes other than toward delivery of the general services.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the services provider on its account *insert number and domicile of the account*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the services provider as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the [insert date], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

¹³ *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the procuring entity.*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the services provider under the Contract until *insert date*¹⁴.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758.

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Authorised Signatures for Bank and services provider

¹⁴ *Insert the Delivery date stipulated in the Contract Delivery Schedule. The procuring entity should note that in the event of an extension of the time to perform the Contract, the procuring entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the procuring entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six (6) months] [one (1) year], in response to the procuring entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*