

GOVERNMENT OF SAMOA



water for life
Suavai mo le Ola

SAMOA WATER AUTHORITY

**WATER TREATMENT PLANTS INSTALLATIONS
VAILELE & ALEISA SCHEMES - WORKS CONTRACT**

Contract No.: SWA-TD-2011-04

Publication Reference: SWA-UB0.09-2011/12

TENDER DOCUMENT

VOLUMES 1 & 2

INSTRUCTIONS TO TENDERERS & CONTRACT

DECEMBER 2011

LETTER OF INVITATION TO TENDER
[Letterhead of contracting authority]

<Place and date>

<Name and address of potential tenderer>

Our ref.: **Contract No. SWA-TD-2011-04**

Dear Mr/Ms <Name of person to contact>

Subject: **INVITATION TO TENDER FOR THE SAMOA WATER AUTHORITY
- WATER TREATMENT PLANTS INSTALLATIONS
VAILELE & ALEISA SCHEMES - WORKS CONTRACT.**

Further to your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier:

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Any request for clarification must be received by the Contracting Authority in writing at least 21 days before the deadline for submission of tenders. The contracting authority will reply to tenderers' questions at least 11 days before the deadline for submission of tenders. If the contracting authority, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it will send such information in writing to all tenderers at the same time.

Costs incurred by the tenderer in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender and the accompanying tender guarantee at the address specified in the instructions to tenderers before the **27th February 2012 at 10:30am at the Samoa Tender Board, level 4 Central Bank Building, Samoa**. If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

.....
Ta'inau M. T. TITIMAEA
MANAGING DIRECTOR, SAMOA WATER AUTHORITY

VOLUME 1

SECTION 1: INSTRUCTIONS TO TENDERERS

SECTION 1: INSTRUCTIONS TO TENDERERS

PUBLICATION REFERENCE: SWA-UB0.09-2011/12

By submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever may be his own conditions of sale, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documents within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

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GENERAL

GENERAL CONDITIONS OF TENDER

The following General Conditions of Tender are the conditions upon which the Samoa Water Authority (the “Authority” and/or the “Contracting Authority”) is prepared to receive and evaluate tenders and bids. The Conditions shall apply to all Invitations To Tender (ITT) issued by the Samoa Water Authority (the Contracting Authority). The General Conditions of Tender are distributed as part of the Bidding Documents to all interested and prospective tenderers. These Conditions and all other Bidding Documents to be made available upon presentation of proof of a payment of non-refundable document fee of Three Hundred Tala (SAT\$300.00) to be paid to the Samoa Water Authority cashier located at the Ground Floor Tui Atua Tupua Tamasese Building, APIA (quote contract title and number).

GENERAL INSTRUCTIONS

- 1.1 Tenderers must tender for the whole of the works required by the dossier. Tenders will not be accepted for incomplete lots.
- 1.2 Preferences will be granted in accordance with the General Regulations.
- 1.3 The tenderer will bear all costs associated with the preparation and submission of the tender. The contracting authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

FINANCING

- 2.1 This project is financed by the Samoa Water Authority through funds made available from the Government of Samoa via Budget Support.
- 2.2 The beneficiary of the financing is the Samoa Water Authority and is the Contracting Authority for this project.

ELIGIBILITY TO TENDER

- 3.1 Tenderer must be a registered firm or natural person capable of carrying out the specified works. Tenderer to provide evidence of current business license, VAGST registration and company registration if a company.

3.2 Tenderers must provide evidence that they meet or exceed certain minimum selection criteria. This evidence must be provided by tenderers in the form of the information and documents described in Subclause 4.2 and in whatever additional form tenderers may wish to utilise.

3.2.1 The minimum selection criteria for each tenderer are as follows:

- 1) Have completed at least 1 related project of similar size and complexity within the last 4 years
- 2) Have implemented or are implementing 3 projects together or if sole Contractor individually with a joint value of 2 million tala.
- 3) In case of Joint venture, all members counted together should have had a total turnover of 3 million or more in each of the last 3 years. The same criteria apply for a sole tenderer.
- 4) Must have access to credit of SAT\$1,000,000
- 5) Must have the following Minimum Key personal and qualifications
 - a. Project Manager- Qualifications related to Project Management with minimum experience of 5 years on Project Management
 - b. Engineer- Minimum Qualification of Bachelor of Civil Engineer and min related experience of 3 years in construction of water supply infrastructure particularly in pipelines, reservoirs and road construction and minor concrete buildings
 - c. 2 Plumbers- Qualification in Plumbing from recognised institute with minimum of 5 years experience for pipelines and installation of water supply works.
 - d. 2 Foreman- Minimum relevant experience in all aspects of work covered under project of 5 years.
 - e. Surveyor- Qualification in surveying with minimum experience of surveying works of 5 years
- 6) Must own or have available the following minimum machinery in good condition

- a. 20 tonne Excavator- qty 2
 - b. 5.5 Tonne Excavator (min)- qty 3
 - c. 3 tonne Excavator – 1
 - d. Grader – 1
 - e. Loader- 2
 - f. 6 wheeler Truck (min) – 3
 - g. Rock Breaker (2)
- 3.3 Submission or participation by a tenderer in more than one tender for a contract (other than alternatives which have been permitted or requested) will result in the disqualification of all tenders for that contract in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one tender.
- 3.4 In the event that prequalification of potential tenderers has been undertaken, only tenders from prequalified tenderers will be considered for award of the contract. A prequalified tenderer should submit with its tender any information updating its original prequalification application or, alternatively, confirm in its tender that the original prequalification information submitted, remains essentially correct as of the date of tender submission. If the Authority has not undertaken prequalification of potential tenderers, to qualify for award of the contract, the tenderer shall meet the qualifying criteria specified in the bidding documents.

INFORMATION / DOCUMENTS TO BE SUPPLIED BY THE TENDERER

- 4.1 The Authority, as defined in the Tender Documents, invites tenders for works described in the Tender Documents in accordance with the procedures, conditions and contract terms prescribed in the Tender Documents. The successful Tenderer will be expected to complete its performance within the period stated in the contract.
- 4.2 All tenderers must supply the following information and documents with their tenders:
- 4.2.1. Copies of the most recent documents showing the organisation chart, legal status and place of registration of the headquarters of the tenderer, a power of attorney empowering the person signing the tender and all related documentation. These

documents must correspond to the forms in the questionnaire in Volume 1, Section 4 of the tender dossier:

- general information about the tenderer (Form 4.1)
- organisation chart (Form 4.2)
- power of attorney (Form 4.3).

4.2.2. Information about the tenderer's technical qualifications. This information must be provided using the form in Volume 1, Section 4 of the tender documents and include:

- a presentation of the tenderer's organisation, including the total number of staff employed (Form 4.6.1.1).
- a list of the staff proposed for the execution of the contract, with the CVs of key staff (manager, engineers, main foreman, other...) (Forms 4.6.1.2 and 4.6.1.3);
- a list of plant for execution of the contract. The descriptions must demonstrate the tenderer's ability to complete the works and should include inter alia:
 - Trenching machines
 - Roding machines
 - Dewatering plant
 - Concrete mixing and placing plant
 - Cranes and lifting equipment.

The tenderer must indicate whether such equipment is owned by him, hired or used by a subcontractor. (Form 4.6.2);

4.2.3. A work programme with brief descriptions of major activities (Form 4.6.3), showing the sequence and proposed timetable for the execution of the works. The proposal must detail the temporary and permanent works to be constructed. Tenderer must take account of the prevailing weather conditions and the requirement to prepare designs and obtain building permits prior to the execution of works. Tenderer must also submit a comprehensive method statement, with drawings if necessary, showing the methods by which he proposes to carry out the works. Tenderer must indicate the numbers, types and capacities of the plant and personnel he proposes to use for the main activities;

- A graphic graphic work schedule (bar chart) showing assigned tasks, time-

lines, deadlines and the critical path in undertaking the project works from start to finish (Form 4.6.3);

- Any other information.

4.3 Tenders submitted by companies in partnerships forming a joint venture / consortium must fulfil the following requirements:

- The tender must be signed in a way that legally binds all partners. See Form 4.6.5 of the tender documents.
- If the tenderer intends to place subcontracts, he shall, unless otherwise provided, do so on a competitive basis wherever possible.
- The tenderer shall indicate proposed subcontracts in his tender (specifically in the Company Questionnaire), the country to which the subcontractors belong or are registered, the place of execution of the subcontracted work as well as the corresponding percentage of the total price of the tender.
- In submitting tender containing proposed subcontractors, the tenderer shall indicate the reasons why, and means by which he has selected the proposed subcontractor, and the status of negotiation with him.
- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners.
- The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for, and on behalf of, all partners, individually and collectively, and that the lead partner is responsible for execution of the contract, including payments.
- All partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the whole performance period of the contract.

ONLY ONE TENDER PER TENDERER

5.1 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium. Submission or participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved.

TENDER EXPENSES

- 6.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 6.2 The contracting authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

SITE INSPECTION

- 7.1 The tenderer is obliged to visit and inspect the site of the works and its surroundings for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his tender and the signing of the contract for the works.
- 7.2 A clarification meeting to be followed by a site visit will be held by the contracting authority on the **18th January 2011** at Samoan Water Authority, Apia, Samoa.
- 7.3 All tenderers must confirm in writing within three days that they have received minutes of the clarification meeting and the site visit and include the certificate of their site visit in their tender.

TENDER DOSSIER

CONTENTS OF TENDER DOSSIER

8.1 The tender dossier comprises the following documents and should be read in conjunction with any modification issued in accordance with Clause 10:

VOLUME 1	INSTRUCTIONS TO TENDERERS
VOLUME 2	CONTRACT
VOLUME 3	TECHNICAL SPECIFICATIONS
VOLUME 4	MODEL FINANCIAL BID
	PRICE SCHEDULE/PRICE BREAKDOWN
VOLUME 5	DRAWINGS

8.2 Tenderers bear sole liability for examining with appropriate care the tender dossier, including those design documents available for inspection and any modification to the tender documents issued during the tendering period, and for obtaining reliable information with respect to any and all conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

8.3 The tenderer must provide all documents required by the provisions of the tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer. Tenders which do not comply with the requirements of the tender dossier will be rejected.

EXPLANATIONS CONCERNING TENDER DOCUMENTS

9.1 Tenderers may submit questions in writing up to 21 days before the deadline for submission of tenders. The contracting authority must reply to all tenderers' questions at least 11 days before the deadline for receipt of tenders.

9.2 Copies of written responses will be sent to all known tenderers (with the query but without identifying the source of the enquiry). They should confirm receipt of these answers in writing within three days.

MODIFICATIONS TO TENDER DOCUMENTS

- 10.1 The contracting authority may amend the tender documents by publishing modifications up to 11 days before the deadline for submission of tenders.
- 10.2 Each modification published will constitute a part of the tender documents and be sent, in writing, to all known tenderers. The tenderers must provide written confirmation within three days that they have received modifications, sign each page and attach it to the tender documents.
- 10.3 The contracting authority may, as necessary and in accordance with Clause 22, extend the deadline for submission of tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

LABOUR LAW

- 11.1 Particular attention is drawn to the conditions concerning the employment of labour in Samoa and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of all classes of employee.

LAW

- 12.1 By submitting their tenders, tenderers are deemed to know all relevant laws, acts and regulations of Samoa that may in any way affect or govern the operations and activities covered by the tender and the resulting contract.

PREPARATION OF TENDERS

LANGUAGE OF TENDERS

- 13.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure (English).
- 13.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into the language of the procedure. For the purposes of interpretation of the tender, the language of the procedure will prevail.

CONTENT AND PRESENTATION OF TENDER

- 14.1 Tenders must satisfy the following conditions:
- 14.1.1 All tenders must be submitted in one original, marked “original”, and **4** copies signed in the same way as the original and marked “copy”.
- 14.1.2 All tenders must be received at
- EITHER by **recorded delivery** (official postal service) to :
 - OR **hand delivered** (including courier services) **directly** to the Secretary Tenders Board in return for a **signed and dated receipt** to:

Tenders Board
Central Bank Building
Level 4
Apia
SAMOA
- before 27th February 2012, 10:30am Samoa Local time, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by a representative.
- 14.1.3 Technical and financial offers, including annexes and all supporting documents, must be placed in separate sealed envelopes within a package or outer envelope bearing:
- a) the above address;
 - b) the reference of the invitation to tender concerned;
 - d) the words “Not to be opened before the tender opening session” in the language of the procedure.

- 14.2 The works are not divided into lots and must be covered by a single tender.
- 14.3 The tender must comprise the following duly completed documents:
- 14.3.1 Tender form and appendix, using forms provided in Volume 1, Section 2;
 - 14.3.2 Tender guarantee, using the form provided in Volume 1, Section 3;
 - 14.3.3 Eligibility certificates as required by Sub-clauses 3.3, 3.5 and 3.6;
 - 14.3.4 Documentation as required in the questionnaire in Volume 1, Section 4, including all forms attached;
 - 14.3.5 Price schedule/Breakdown of the overall price, using the form provided in Volume 4;
 - 14.3.6 Modifications (if any);
 - 14.3.7 Certificate of site visit, if necessary;
 - 14.3.8 Financial identification form;
 - 14.3.9 Cash-flow statements;
 - 14.3.10 All other documents requested in Clause 4.
- 14.4 The relevant pages of the documents specified in Subclauses 14.1.1 to 14.3.9 must be signed as indicated.

TENDER PRICES

- 15.1 The tender price must cover the whole of the works described in the tender documents.
- 15.2 The tenderer must provide a price schedule/breakdown of the overall price in national currency Samoan Tala (SAT).¹
- 15.3 Tenderers must cost all components of the price schedule/breakdown of the overall price inclusive of taxes and customs and import duties. No payment will be made for items which have not been costed; such items will be deemed to be covered by other items on the price schedule.
- 15.4 Separately, tenderers shall indicate, in national currency (SAT), the applicable rates, the corresponding estimated total taxes, customs and import duties applicable at the time of submission.
- 15.5 If a discount is offered by the tenderer, it must be clearly specified in the price schedule/breakdown of the overall price in Volume 4 and indicated in the tender form in Volume 1, Section 1.2. The discount must be quoted for the price excluding taxes and for the whole of the works.

¹ The currency of the tender is the currency of the contract and of payment.

- 15.6 If the tenderer offers a discount, the discount must be included on each interim payment certificate and calculated on the same basis as in the tender.

CURRENCIES OF TENDER AND PAYMENT

- 16.1 Unless otherwise specified by the Contracting Authority, the binding currency of the tender is the national currency (SAT). All sums in the price schedule/breakdown of the overall price, the questionnaire and other documents must be expressed in national currency.
- 16.2 Payments will be made at the contractor's request after acceptance by the contracting authority.
- 16.3 All correspondence relating to payments, including invoices and interim and final payment certificates, must be sent to the contracting authority in the language of the procedure.

PERIOD OF VALIDITY OF TENDERS

- 17.1 Tenders must remain valid for a period of 90 days after the deadline for submission of tenders indicated in the procurement notice, the invitation to tender or as modified in accordance with Clauses 10.3 and/or 22. Any tender valid for a shorter period will be rejected.
- 17.2 In exceptional circumstances the contracting authority may request that tenderers extend the validity of tenders for a specific period, which may not exceed 40 days. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee. If the tenderer decides to accede to such a request, he may not modify his tender. He is, however, bound to extend the validity of his tender guarantee for the revised period of validity of the tender.
- 17.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

TENDER GUARANTEE

- 18.1 The tenderer must provide, as a part of his tender, a tender guarantee in the form set out in Volume 1, Section 3 of the tender dossier, or in another form acceptable to the contracting authority and meeting the essential requirements set out therein. The tender guarantee must be for an amount of at least SAT \$50,000. The original of the

guarantee must be included with the original of the tender.

- 18.2 It may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a guarantee provided by an insurance and/or guarantee company or an irrevocable letter of credit made out to the contracting authority.
- 18.3 The tender guarantee must be valid for at least 90 days from the deadline for submission of tenders and be issued to the contracting authority for the requisite amount. In exceptional cases, before the period of validity expires, the contracting authority may ask tenderers to extend the period for a specific number of days, which may not exceed 40 days.
- 18.4 Any tender not accompanied by a compliant tender guarantee will be rejected by the contracting authority.
- 18.5 The tender guarantees of unsuccessful tenderers will be released as soon as possible and in any event no later than 30 days after the expiry of the period of validity of the tender as laid down in Sub-clauses 17.1 and 18.3.
- 18.6 The tender guarantee of the successful tenderer must be maintained for a further 60 days from the date of notification of award. It will be released when the tenderer has signed the contract and provided the requisite performance guarantee.

VARIANT SOLUTIONS

- 19.1 Tenderers must submit a tender in accordance with the requirements of the tender document. If the invitation to tender provides for variants to be submitted, the technical specifications and evaluation grid must specify the subject, limits and basic conditions applicable. Should the tenderer wish to submit variant technical proposals, he may do so. **Only variants proposed by the tenderer submitting the lowest technically compliant tender will be considered by the contracting authority.**
- 19.2 Such variant solutions must contain all the details necessary for their thorough evaluation, including drawings, design calculations, technical specifications, price schedules and proposed construction methods.

Any variant solution must comprise:

- (a) an individual tender for the variant solution;
- (b) a demonstration of the advantages of the variant solution over the initial solution, including a quantified justification of any economic and/or technical advantages;
- (c) the drawings and specifications provided for in the initial solution

- which are not affected by the variant solution;
 - (d) the drawings and specifications affected by the variant solution;
 - (e) a technical note on the design of the variant solution and, where appropriate, drawings and calculations.
- 19.3 The rates and prices quoted in the price schedule must tally with the conditions laid down in the tender documents.
- The tenderer must state clearly in his variant solution any additions or deductions to be made to each of the relevant rates and prices in the event that the contracting authority accepts the variant solution and the details of its construction. For lump-sum contracts, he must include an itemised breakdown of the overall price as modified by the variant solution. For unit-price contracts, he must include a price schedule as modified by the variant solution.

PREPARATION AND SIGNING OF TENDERS

- 20.1 Tenders must comprise the documents specified in Clause 14 above. Each complete tender must be prepared in one original and 4 copies in the English language, clearly marked "original" or "copy". In the event of any discrepancy between them, the original will prevail.
- 20.2 The original of the tender must be typewritten or written in indelible ink and signed by a person or persons empowered by the power of attorney submitted using Form 4.3 of Volume 1, Section 4 of the tender dossier. Any pages on which entries or modifications have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the contracting authority.
- 20.3 The tender must contain no changes or modifications, other than those made in accordance with instructions issued by the contracting authority or necessitated by errors on the part of the tenderer. In such cases, modifications must be initialled by the person signing the tender.
- 20.4 The tender will be rejected if it contains any modification, addition or deletion to the tender documents not specified in a modification issued by the contracting authority, or if the tender documents are not filled in properly.

SUBMISSION OF TENDERS

SEALING AND MARKING OF TENDERS

- 21.1 The tenders are to be sent by registered mail with acknowledgement of receipt, or delivered by hand against a receipt signed by the contracting authority or its duly authorised representative.
- 21.2 Tenderers must seal the original and all copies of their tenders in an envelope or package.
- 21.3 The envelope must be delivered to the address of the contracting authority as stated in the procurement notice.
- 21.4 If the outer envelope is not sealed and marked as required in Subclause 14.1.3, the contracting authority will assume no responsibility for the misplacement or premature opening of the tender.
- 21.5 Any variant solutions must be submitted in a separate inner envelope, clearly marked "VARIANT".

EXTENSION OF THE DEADLINE FOR SUBMISSION OF TENDERS

- 22.1 The contracting authority may, at its own discretion, extend the deadline for submission of tenders by issuing a modification in accordance with Clause 10. In such cases, all rights and obligations of the contracting authority and the tenderer regarding the original date specified in the procurement notice will be subject to the new date.

LATE TENDERS

- 23.1 All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the contracting authority. The associated guarantees may be returned to the tenderers on request.
- 23.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

MODIFICATION AND WITHDRAWAL OF TENDERS

- 24.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.
- 24.2 Any notification of modification or withdrawal must be prepared, sealed, marked and

submitted in accordance with Clause 21, and the envelope must also be marked with "modification" or "withdrawal".

- 24.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 18.

OPENING AND EVALUATION OF TENDERS

OPENING OF TENDERS

- 25.1 **Tenders will be opened in a public session on Monday, 27th February 2012** at the Tender Board Meeting on Level 4 Central Bank Building **by the committee appointed for the purpose.**
- 25.2 The Tender Board will open the tenders, including variant solutions, in accordance with Clauses 21 and 24.
- 25.3 At the tender opening, the tenderers' names, the tender prices, any discounts offered, written notification of modifications and withdrawals, the presence of the requisite tender guarantee and any other information the contracting authority may consider appropriate will be announced. The Tender Board will open the bids, including withdrawals, substitutions and modifications submitted in the presence of the bidders' representatives who choose to attend, at the time and place specified in Sub-clause 25.1. The bidder's representatives who are present shall sign a register evidencing their attendance.
- 25.4 No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to these Conditions.
- 25.5 Envelopes marked "withdrawal" will be opened and read out first. Tenders, including any variant solutions, for which acceptable notice of withdrawal has been given in accordance with Clause 24 will not be opened but returned to the tenderer.
- 25.6 Tender prices, totals of every tender, any reductions, variants and withdrawals of tenders, presence of tender guarantee and any other particulars the Contracting Authority considers important shall be announced at the public opening.
- 25.7 Reductions or modifications to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.
- 25.8 After the public opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the signing of the contract by the contracting authority and the successful tenderer.

CONFIDENTIALITY

- 26.1 No information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, will be disclosed to tenderers or any other person not officially involved in the process until the name of the

successful tenderer has been announced.

- 26.2 Any attempt by a tenderer to approach any member of the evaluation committee / contracting authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

CLARIFICATION OF TENDERS

- 27.1 Tenders which are incomplete, conditional, illegible, and obscure or contain unsolicited additions or other irregularities may be rejected.
- 27.2 To assist in the examination, evaluation and comparison of bids, the Authority may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision.
- 27.3 Such requests and the responses to them must be made by letter, email or fax. They may in no circumstances alter or change the price or content of the tender, other than to correct arithmetical errors discovered by the evaluation committee when analysing tenders in accordance with Clause 30.

CHECKING OF TENDERS AND THEIR COMPLIANCE WITH THE REQUIREMENTS OF THE TENDER DOCUMENTS

- 28.1 Before beginning a detailed analysis of the tenders, the contracting authority will check that each tender:
- 28.1.1 is complete
 - 28.1.2 have been properly signed, and
 - 28.1.3 is accompanied by the required bid securities and includes the required tender guarantee, and
 - 28.1.4 is substantially responsive to the requirements of the bidding documents.
 - 28.1.5 any computational errors have been made.

The Authority may require the bidder to provide any clarification and/or substantiation to determine responsiveness pursuant to Clause 27 above.

- 28.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation or omission. A material deviation, reservation or omission is one:
- 28.2.1 which affects in any substantial way the scope, quality, or performance of the contract;

- 28.2.2 which limits in any substantial way, inconsistent with the bidding documents, the Authority's rights or the bidders' obligations under the contract;
- 28.2.3 the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 28.3 The Authority may waive any minor informality, non-conformity or irregularity in a bid which does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any bidder. Wherever practicable and appropriate, the bid price will be adjusted for such deviations in accordance with these Conditions for evaluation purposes only.
- 28.4 If a bid is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by correction or withdrawal of the nonconformity.
- 28.5 Bids determined to be substantially responsive will be checked by the Authority for any arithmetic errors. Errors will be corrected by the Authority as follows:
- 28.5.1 where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. Price adjustment overall to follow on accordingly.
- If the successful contractor does not accept the correction of the errors pursuant to 28.5.1 above, this will be considered as invalidating its bid and the bid security may be forfeited.
- 28.6 All items in the Schedule of Requirements MUST be priced. If a bidder has included the price of the main items this must be clearly stated and a price of zero must be entered for the respective associated items. If a bidder fails to price items that are not the primary subject of the bid and the omission is judged by the Authority to be non-material, the bid price will be adjusted for such omission for evaluation purposes only.

EVALUATION AND COMPARISON OF TENDERS

- 29.1 The Authority will evaluate and compare only the bids determined to be substantially responsive in accordance with these Conditions.
- 29.2 The Authority reserves the right to accept or reject any variation, deviation, or alternative offer which is not submitted in accordance with the bidding documents. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents or which otherwise result in unsolicited benefits

for the Authority, shall not be taken into account in bid evaluation.

29.3 The estimated effect of any price adjustment provisions under the Contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

29.4 In evaluating the bids, the Authority will determine for each bid, the evaluated bid price by adjusting the bid price as follows:

29.4.1 making any correction for errors;

29.4.2 excluding provisional sums and the provision, if any, for contingencies in the price schedules;

29.4.3 making an appropriate adjustment for any other quantifiable acceptable non-material variations, deviations or alternative officers; and

29.4.4 making appropriate adjustments to reflect additional factors in the manner and to the extent indicated in the bidding documents.

The purpose of the evaluation process is to identify the tenderer most likely to enable the contracting authority to achieve its objectives of having a facility that is completed on time, meets the requisite quality criteria and is within the budget available. The points above will feature in the evaluation of the tender (if any) which best meets the contracting authority's expectations. The evaluation of tenders may take into account not only the construction costs but, if necessary, the operating costs and resources required (ease of operation and maintenance), in line with the technical specifications. The contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgement on the basis of the lowest total cost, including additional costs.

The contracting authority reserves the right to ask a tenderer to clarify any part of his tender that the evaluation committee may consider necessary for the evaluation of the tender.

The contracting authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

POST-QUALIFICATION-LOWEST EVALUATED RESPONSIVE TENDER

30.1 After completion of tender evaluation and before award of contract, the Authority reserves the right to confirm, verify and validate the veracity and accuracy of the statements made and documents submitted by the bidder selected as having submitted the lowest evaluated responsive bid in order to make the determination that the bidder is capable of performing the contract satisfactorily (post-qualification). The purpose of post-qualification is to mitigate risks of the Authority entering into contract with

contractor's which are not operating legally, have no technical capacity and lacks integrity, among others.

- 30.2 The determination will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder in its bid, as well as other information as the Authority deems necessary and appropriate.
- 30.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event, the Authority will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.
- 30.4 The capabilities of the subcontractors, including manufacturers and vendors proposed in the bid to be used by the lowest evaluated bidder, will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent, as needed. Should a subcontractor be determined to be unacceptable, the bid will not be rejected, but the bidder will be required to substitute an acceptable subcontractor without any change to its price(s).

CORRECTION OF ERRORS

- 31.1 Compliant tenders will be checked for arithmetical errors by the contracting authority. Errors will be corrected by the authority as follows:
- where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.
- 31.2 The amount stated in the tender will be adjusted by the authority in the event of error, and the tenderer will be bound by that adjusted amount. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.
- 31.3 When analysing the tender, the contracting authority will determine the final tender price after adjusting it on the basis of Clause 31.

AWARD OF THE CONTRACT

CRITERIA FOR AWARD AND PREFERENCE

32.1 The Contracting Authority will select the tenderer who has submitted the lowest bid satisfying the administrative and technical criteria.

RIGHT OF CONTRACTING AUTHORITY TO ACCEPT OR REJECT ANY TENDER

33.1 The Contracting Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Contracting Authority reserves the right to initiate a new invitation to tender.

33.2 The Contracting Authority reserves the right to conclude the contract with the successful tenderer within the limits of the funds available. Should the lowest technically compliant tender exceed the available budget, the Contracting Authority reserves the right to negotiate with the relevant tenderer to reduce the scope of the works by revising some terms of the contract in order to bring the tender price down to a level satisfactory to the Contracting Authority. Such negotiations will be finished within 30 days of the receipt by the tenderer of the invitation to negotiate a reduction in the works.

33.3 In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

33.4 Cancellation may occur where:

- a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- b) the economic or technical parameters of the project have been fundamentally altered;
- c) exceptional circumstances or force majeure render normal performance of the project impossible;
- d) all technically compliant tenders exceed the financial resources available;
- e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) in relationship to the cancellation of a tender, even if the contracting authority has been advised of the possibility of damages. The publication of a procurement notice does not commit the contracting authority to implement the programme or project announced.

Notwithstanding Clause 33, the Contracting Authority reserves the right to accept or reject any bid, and to cancel the bid process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders, or any obligation to inform the affected bidder or bidders of the grounds for the Authority's action.

NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS

34.1 Prior to expiration of the period of tender validity, the Contracting Authority will notify the successful bidder, in writing, that his tender has been selected and draw his attention to any arithmetical errors corrected during the evaluation process.

34.2 This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must reply to accordingly. This clarification will be confined to issues that have no direct bearing on the choice of the successful tender. The outcome of such clarifications will be set out in a memorandum of clarifications, to be signed by both parties and incorporated into the contract.

This notification may take the form of an invitation to negotiate..

34.3 Only the signed contract will constitute an official commitment on the part of the contracting authority, and activities may not begin until the contract has been signed by the contracting authority and the successful tenderer.

34.4 After the contract has been signed and the performance guarantee has been provided by the successful tenderer, in accordance with Clause 33, the contracting authority will promptly notify the other tenderers that their tenders have not been successful and release their tender guarantees.

CONTRACT SIGNING AND PERFORMANCE GUARANTEE

35.1 Within 30 days of receiving the contract signed by the contracting authority, the successful tenderer will sign and date the contract and return it to the contracting authority with the performance guarantee. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

- 35.2 If he fails to sign and return the contract and any financial guarantee required within 15 days of receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.
- 35.3 Prior to the signing of the contract, he may be required to confirm his financial statement, as set out on Form 4.4. This statement must show his access to credit facilities sufficient to ensure his liquidity during the performance of the contract. Should he fail to provide this statement, his tender will be dismissed and the tenderer whose tender has been evaluated as second most advantageous may be invited to sign the contract and so on and so forth.
- 35.4 The performance guarantee referred to in the General Conditions for this works contracts is set at 5% of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. The performance guarantee will be released in accordance with Article 15.8 of those General Conditions.

COMMENCEMENT OF CONTRACT

- 36.1 After the contract has been signed by both parties, the contracting authority will fix the date on which performance of the contract is to commence and advise the contractor thereof either in the notification of award of contract or by administrative order issued by the project supervisor. Commencement of the performance of the contract shall be no later than 30days after the notification of award, save where the parties have agreed otherwise.
- 36.2 The contractor must inform the contracting authority or project supervisor by return that he has received the notice.

ETHICS CLAUSES

- 37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.

- 37.2 Without the contracting authority's prior written authorisation, a contractor and his staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractor.
- 37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the contractor must immediately inform the contracting authority.
- 37.4 The contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the contracting authority's prior approval. He must not commit the contracting authority in any way without its prior written consent.
- 37.5 For the duration of the contract the contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 37.6 The contractor may accept no payment connected with the contract other than that provided for therein. The contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.
- 37.7 The contractor and his staff are bound to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.
- 37.8 The contract governs the parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The contractor must refrain from any relationship likely to compromise his independence or that of his staff. If the contractor ceases to be independent, the contracting authority may, for any injury suffered by it, terminate the contract without further notice and without the contractor having any claim to compensation.
- 37.10 Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stem-

ming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

- 37.11 Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, tenderer or contractor from other contracts and in penalties. The individual or company in question must be informed of the fact in writing.

APPEALS

- 38.1 Tenderers believing that they have been harmed by an error or irregularity during the award process may petition the contracting authority directly. The contracting authority must reply within 90 days of receipt of the complaint.
- 38.2 The contracting authority must do all it can to facilitate an amicable solution in a fair and equitable manner
- 38.3 If the above procedure fails, the tenderer may have recourse to procedures established under the national legislation of the state of the contracting authority.

VOLUME 1

SECTION 2: TENDER FORM – APPENDIX TO THE TENDER

TENDER FORM FOR A WORKS CONTRACT

Date:

Publication ref.: SWA-UB0.09-2011/12

Contract Number : SWA-TD-2011-04

Title of contract: INVITATION TO TENDER FOR THE SAMOA WATER AUTHORITY - WATER TREATMENT PLANTS INSTALLATIONS VAILELE & ALEISA SCHEMES - WORKS CONTRACT.

To: The Samoa Water Authority
Attention: Managing Director

1 Submitted by;

	Name(s) of Tenderer(s)	Nationality
Leader*		
Partner 2*		
Etc.*		

* Add/delete additional lines for partners as appropriate. Note that a subcontractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'Leader' (and all other lines should be deleted)

2 Contact Person (for this tender)

Name

Address

Telephone(s)

Fax	
E-Mail Addresses	

3 TENDERER'S DECLARATION(S)

[To be completed and signed by the tenderer (including one from each partner in a consortium)].

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined and accept in full the content of the document for invitation to tender No [.....] of [.... / /]. We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to execute, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following works:

WATER TREATMENT PLANTS INSTALLATIONS VAILELE & ALEISA SCHEMES - WORKS CONTRACT SWA-TD-2011-04

- 3 The price of our tender *[excluding the discounts described under point 4]* is: [.....] for; *[Contract Number]*.
- 4 We will grant a discount of [.... %], or [.....] in the event of our being awarded *[Contract Number]*.
- 5 This tender is valid for a period of [.....] from the final date for submission of tenders, i.e. until [.... / /].
- 6 If our tender is accepted, we undertake to provide a performance guarantee of [.....], as required by Article 15 of the General Conditions.
- 7 Our firm/company *[and our subcontractors]* has/have the following nationality: [.....]
- 8 We are making this application in our own right and **[as partner in the consortium** led by < name of the leader / ourselves >]* for this tender *[Contract Number]*. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance].
- 9 We are not in any of the situations excluding us from participating in contracts which are listed in Clause 3 of the instructions to tenderers.
- 10 We agree to abide by the ethics clauses in Clause 36 of the instructions to tenderers and, in particular, have no potential conflict of interest with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure.

- 11** We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the Samoa Water Authority.
- 12** We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

Name and first name: [.....]

Duly authorised to sign this tender on behalf of:
[.....]

Place and date: [.....]

Stamp of the firm/company:

This tender includes the following annexes:

[Numbered list of annexes with titles]

APPENDIX TO TENDER FOR A WORKS CONTRACT

Publication reference: SWA-UB0.09-2011/12

Contract Number : SWA-TD-2011-04

Title of contract: INVITATION TO TENDER FOR THE SAMOA WATER AUTHORITY - WATER TREATMENT PLANTS INSTALLATIONS VAILELE & ALEISA SCHEMES - WORKS CONTRACT.

(Note: Tenderers are required to fill in the blank spaces in this Appendix)

	Sub-Clauses of General Conditions or Special Conditions	
Name and address of the Contracting Authority.	Special Conditions Article 4	The Samoa Water Authority, First Floor Tui Atua Efi Tamasese Building. Apia, Samoa
Name and address of the tenderer	Special Conditions Article 4	<i>[To be completed by the tenderer]</i>
Name and address of the representative of the Contracting Authority.	Special Conditions Article 4	The Samoa Water Authority, First Floor Tui Atua Efi Tamasese Building, Apia, Samoa
Financing authority	General Conditions / Contract Form	Samoa Water Authority via Budget Support from Government of Samoa
Deadline for notice to commence	General Conditions Article 31.2	Save where the Parties agree otherwise, performance of the contract shall begin no later than 30 days after notification of award of contract.
Period of performance	Special Conditions Article 34	7 months
Currency	General Conditions / Contract Form	<i>[To be completed by the tenderer]</i>
Law of the contract	Special Conditions Article 2.1	Samoa law shall apply in all matters not covered by the provisions of the contract.
Language of the contract	Special Conditions Article 2.2	English
Language for communications	Special Conditions Article 2.2	English
Period of access to the site	General Conditions Article 9	The Contracting Authority shall, in due time and in conformity with the progress of the works, place the site and access thereto at the disposal of the Contractor in accordance with the programme of performance referred to in these General Conditions.

Amount of performance guarantee	Special Conditions Article 13	The amount of the guarantee shall be 5% of the Contract Price as specified in the contract documents.
Deadline for submission of programme	Special Conditions Article 15	Within 30 days of notification of the award of the Contract, the Contractor must draw up and submit for approval by the Supervisor a finalized programme for performance of the Contract
Normal working hours		<i>[To be completed by the tenderer]</i>
Period after the effective date during which the Contracting Authority's representative must issue notice to commence the works	General Conditions Article 33	The Contracting Authority shall fix the date on which performance of the contract is to commence and advise the Contractor thereof either in the notice of award of the contract or by administrative order issued by the Supervisor.
Liquidated damages for the works	Special Conditions Article 36	The liquidated damages for delays in performance shall be set at 0.05% of the contract sum for every day or part thereof elapsing between the end of the contractual period of performance and the actual day of completion
Limit of liquidated damages for delay	Special Conditions Article 36	Up to a maximum of 15% of the value of the Contract.
Percentage of retention monies	Special Conditions Article 47	The sum which shall be retained from interim payments by way of guarantee to meet the Contractor's obligations during the Maintenance Period shall be 10% of each interim payment.
Minimum amount of interim payment certificates	Special Conditions Article 48	Not applicable.
Percentage for adjustment of provisional sums		To be nominated by the Contracting Authority
Amount of insurance for design		<i>[To be completed by the tenderer]</i>
Amount of third-party insurance	General Conditions Article 16 per accident with the number of occurrences unlimited <i>[To be completed by the tenderer]</i>
Periods for submission of insurance	General Conditions Article 16.5	All the insurance referred to in this Article shall be taken out within 30 days of the notification of the award of the contract, and shall be subject to approval by the Contracting Authority. Such insurance shall take effect from the commencement of the works and remain in force until final acceptance of the works.
Number of members of dispute-settlement committee	Special Conditions Article 68	To be nominated by the Contracting Authority
Member of dispute-settlement committee (if not agreed) to be nominated by	Special Conditions Article 68	To be nominated by the Contracting Authority

Arbitration rules	Special Conditions Article 68	Any dispute between the Parties that may arise during the performance of this contract and that it has not been possible to settle otherwise between the Parties shall be submitted to the relevant laws, acts and regulations of Samoa.
Number of arbitrators	Special Conditions Article 68	To be nominated in accordance to the relevant laws, acts and regulations of Samoa
Language of arbitration	Special Conditions Article 68	English
Place of arbitration	Special Conditions Article 68	To be nominated in accordance to the relevant laws, acts and regulations of Samoa

Signature:

Capacity:

Duly Authorised to sign for and on behalf of:
.....

VOLUME 1

SECTION 3: MODEL TENDER GUARANTEE

MODEL TENDER GUARANTEE

Works Contract

Contract No : SWA-TD-2011-04 [.....].

We, the undersigned, [*name, company name, address*], hereby declare that we will guarantee, as principal debtor, to *Samoa Water Authority* on behalf of [*contractor's name and address*], the payment of SAT \$50,000 without dispute, on receipt of a first written request from the beneficiary.

The guarantee will take effect from the [*deadline for submission*]. It will remain in force for 90 days after this deadline. It may be extended by the contracting authority for a further 40 days in exceptional cases, notice of which extension(s) to the guarantor is hereby waived.

Should [*contractor's name and address*] be awarded the contract, this guarantee will be extended for a further 60 days from the notification of award. It will be released upon the signing of the contract by the tenderer and upon provision of the requisite performance guarantee.

Any demand in respect of this guarantee should reach the guarantor not later than the above date. We note that you will release the guarantee and notify us of the fact at the latest within 30 days of the expiry of the tender validity period, including any extensions, in accordance with the instructions to tenderers.

Any request to pay under the terms of the guarantee must be signed by the Minister of Works, Transport and Infrastructure for the Independent Country of Samoa.

The laws, acts and regulations and the jurisdiction applicable to the guarantee shall be that of the Independent Country of Samoa.

Done at: / /

Name and first name: For:]

Signature:

[*STAMP of the body providing the guarantee*]

VOLUME 1

SECTION 4: QUESTIONNAIRE

CONTENTS

ADDITIONAL NOTICE TO TENDERERS

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4.6.7 ACCOMMODATION FOR THE PROJECT SUPERVISOR

4.6.8 FURTHER INFORMATION

QUESTIONNAIRE

ADDITIONAL NOTICE TO TENDERERS

1. All questions contained in the forms must be answered by the tenderer.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, "not applicable" should be entered alongside with a brief explanation of why.
4. Every single page of each form must be numbered consecutively in the bottom right-hand corner.
5. Financial data and declarations presented by the tenderer must be given in NATIONAL CURRENCY. Original bank statements may be also attached for reference.
6. Attached documents/certificates must always be accompanied by a relevant translation in the language of the procedure.
7. Each partner in a joint venture/consortium must fill in and submit every form.
8. Firms applying as a joint venture/consortium must also complete Form 4.5.5 concerning joint ventures/consortia.
9. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
10. The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. The attention of tenderers is also drawn to the fact that the absence of some data may cause their non-compliance in the related item of evaluation.

FORM 4.1

GENERAL INFORMATION ABOUT THE TENDERER

4.1.1. Name of Company:
Official Address:
.....
.....
Telephone: Fax: Telex: E-mail:

4.1.2. Names and nationalities of principals/directors and associates
.....
.....
.....
.....

4.1.3. Type of company;
(natural person, *partnership*, corporation, etc.)

4.1.4. Description of company;
(e.g. general civil engineering contractor)

4.1.5. Nationality of company;

4.1.6. Number of years experience as contractor;

4.1.7. Achievements (successful completion) of similar construction works in the last 3 years:

4.1.8. Registration details:
.....
Please attach copy of the registration certificate.

4.1.9. Name(s) and Address(es) of Companies involved in the project and whether parent/subsidiary/subcontractor/other:
.....
.....
.....

4.1.10. If the company is a subsidiary, what involvement, if any, will the parent company have in the project?;
.....

Signature;.....
[Person or persons authorised to sign on behalf of the tenderer].

Date:

FORM 4.2

DESCRIPTION OF ORGANISATION

Please give details here below of the organisation of your company, showing the position of directors, key personnel and functions.

Signature:
[Person or persons authorised to sign on behalf of the tenderer].

Date:

FORM 4.3
POWER OF ATTORNEY

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature:
[Person or persons authorised to sign on behalf of the tenderer].

Date:

FORM 4.4

FINANCIAL STATEMENT

Please provide all of the information required by this form in Samoan Tala.

4.4.1 Basic capital

Amount

Currency.....

Authorised.....

Issued.....

4.4.2 Annual value of construction work undertaken for each of the last three years, and projected for the next two years

SAT	Year -3	Year -2	Last year	Current year	Year +1	Year +2
National						
International						
Total						

4.4.3 Approximate value of works in hand (at home and abroad)

..... SAT

4.4.4 Please attach copies of the company's previous 3 years' certified statements of account (with translations into the language of the procedure if necessary) from which the following basic data will be abstracted; and provide the same information projected forward for the next two years.

Euro or NC	Year-2	Year-1	Last year	Current year	Year+1	Year+2
1.Total assets
2.Total liabilities
<i>Net Value (1 minus 2)</i>
	±	±
3.Liquid assets
4.Short-term debts
<i>Working capital (3 minus 4)</i>
	±	±
5.Pre-tax profits
6.Losses

4.4.5 Name and address of banks (principal/others):

.....

4.4.6 Please enclose a reference/certificate about the financial situation of the company and its access to credit facilities (maximum amount of credit facility to be stated in euro or NC equivalent)

Signature:
(*a person or persons authorised to sign on behalf of the tenderer*)

Date: }

FORMS 4.6.1 TO 4.6.9
TECHNICAL QUALIFICATIONS

FORM 4.6.1.1
OVERVIEW OF THE TENDERER'S PERSONNEL

- i - Overview
 - a - Directors and management
 - b - Administrative staff
 - c - Technical staff
 - Engineers
 - Surveyors
 - Foremen
 - Mechanics
 - Technicians
 - Machine operators
 - Drivers
 - Other skilled staff
 - Labourers

Total

- ii - Site operatives to be employed on the contract (if relevant)
 - a - Site management
 - b - Administrative staff
 - c - Technical staff
 - Engineers
 - Surveyors
 - Foremen
 - Mechanics
 - Technicians
 - Machine operators
 - Drivers
 - Other skilled staff
 - Labourers

Total

Signature:

[Person or persons authorised to sign on behalf of the tenderer].

Date:

FORM 4.6.1.2**PERSONNEL TO BE EMPLOYED ON THE CONTRACT**

Position / Name	Nationality	Age	Education	Years of Experience (with Company / in Construction)	Major Works for which Responsible
Project Manager /				/	
Engineer /				/	
Foreman /				/	
Others responsible for /waterworks				/	
Others responsible for /Roadworks				/	
Others responsible for /Civil Struc- tures				/	
Others responsible for /				/	

Signature:

[Person or persons authorised to sign on behalf of the tenderer].

Date:

FORM 4.6.1.3**PROFESSIONAL EXPERIENCE OF KEY PERSONNEL****CURRICULUM VITAE***[Maximum 3 pages + 3 pages of annexes per CV]*

Proposed position in the contract:

1. Surname:
2. Name:
3. Date and place of birth:
4. Nationality:
5. Civil status:
Address (phone/fax/e-mail):
6. Education:

<i>Institutions:</i>	
<i>Date:</i> <i>From (month/year)</i> <i>To (month/year)</i>	
<i>Degree:</i>	

7. Language skills
(On a scale of 1 to 5, with 5 being the highest):

<i>Language</i>	<i>Level</i>	<i>Comprehension</i>	<i>Spoken</i>	<i>Written</i>
	<i>Mother tongue</i>			

8. Membership of professional bodies:
9. Other skills (e.g. computer literacy, etc.):
10. Present position:
11. Years of professional experience:
12. Key qualifications:
13. Specific experience(s):

<i>Country(-ies)</i>	<i>Date: from (month/year) to (month/year)</i>	<i>Name & brief description of project</i>

14. Professional experience

<i>Date: from (month/year) to (month/year)</i>	
Site	
Company/organisation	
Position	
Job description	

15. Others:

15a. Publications and seminars:

15b. References:

Signature:
[CV must be signed by the exact holder].

Date:

FORM 4.6.2

PLANT

{ Plant proposed and available for the performance of the contract²

	DESCRIPTION (type/make/model)	Power/ capacity	No. of units	Age (years)	Owned (O) or Hired (H) and percentage of ownership	Origin (country)	Present ap- proximate value in national cur- rency
A)	CONSTRUCTION PLANT						
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		

² Not all the plant owned by the company.

	DESCRIPTION (type/make/model)	Power/ capacity	No. of units	Age (years)	Owned (O) or hired (H) & % of own- ership	Origin (country)	Present ap- proximate value in national cur- rency
B)	VEHICLES AND TRUCKS						
					/		
					/		
					/		
					/		
					/		
C)	OTHER PLANT						
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		

Signature:
[Person or persons authorised to sign on behalf of the tenderer].

Date:

FORM 4.6.3

WORKPLAN AND PROGRAMME

- 4.6.3.1 State the proposed location and setup of your office(s) on site. (sketches to be attached as required)
- 4.6.3.2 Give a brief outline of your programme for the completion of the works in accordance with the required method of construction and stated time of completion
- 4.6.3.3 Attach a critical milestone bar chart (schedule of execution) representing the construction programme and detailing the relevant activities, dates, allocation of labour and plant resources, etc.
- 4.6.3.4 If the tenderer plans to subcontract part of the works, he must provide the following details:

Work intended to be subcontracted	Name & details of subcontractors	Value of subcontract as % of the project total cost	Experience in similar work (details to be specified)

Signature:
[Person or persons authorised to sign on behalf of the tenderer].

Date:

FORM 4.6.5
DATA ON JOINT VENTURES

4.6.5.1 Name:

4.6.5.2 Managing Board's address:

Telephone: Fax: E-mail:

4.6.5.3 Agency in the state of the contracting authority, if any (in the case of a joint venture/consortium with a foreign lead partner):

Office address:

Telephone: Fax: E-mail:

4.6.5.4 Names of partners

(i)

(ii)

(iii)

4.6.5.4 Names of partners

.....

4.6.5.6 Agreement governing the formation of the joint venture/consortium

(i) Date of signature:

(ii) Place:

(iii) Enclosure - joint venture/consortium agreement

4.6.5.7 Proposed division of responsibilities between partners (in %) with indication of the type of the works to be performed by each.

.....

.....

.....

Signature:
[Person or persons authorised to sign on behalf of the tenderer].

Date:

FORM 4.6.6

QUALITY ASSURANCE SYSTEM(S)

Please provide hereunder details of the quality assurance system(s) it is proposed to use to ensure successful completion of the works.

Signature:

[Person or persons authorised to sign on behalf of the tenderer].

Date:

FORM 4.6.7

ACCOMMODATION FOR THE PROJECT SUPERVISOR

Please attach sketches and data detailing the characteristics of the accommodation and facilities proposed by the tenderer under the relevant items in the price schedule/breakdown of the overall price.

Signature:
[Person or persons authorised to sign on behalf of the tenderer].

Date:

FORM 4.6.8
FURTHER INFORMATION

Tenderers may add here any further information that they deem useful for the evaluation of their tenders.

Signature:
[Person or persons authorised to sign on behalf of the tenderer].

Date:

VOLUME 1

SECTION 5: GLOSSARY

Definitions

Conflict of interest: any event influencing the capacity of a tenderer or contractor to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the contracting authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a tenderer or contractor, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the tenderer or contractor.

Contracting authority:The Samoa Water Authority

Contractor: the tenderer selected at the end of the procedure for the award of the contract.

Day: calendar day.

Evaluation committee: a committee made up of an odd number of members (at least three) possessing the technical and administrative capacities necessary to give an informed opinion on tenders.

General Conditions: the general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

Most economically advantageous tender: the best tender by the criteria laid down for the contract in question, e.g. quality, technical properties, aesthetic and functional qualities, after-sales service and technical assistance, delivery date or performance period, the price or lowest price. These criteria must be published in the procurement notice or stated in the tender dossier.

Negotiated procedure: procedure without prior publication of a procurement notice, in which the contracting authority consults the candidate or candidates of its choice and negotiates the terms of the contract with one or more of them (Refer to General Regulations).

Open procedure: procedure in which any natural or legal person or group thereof may submit a tender in response to a procurement notice.

Restricted procedure: procedure in which, after publication of a procurement notice, only candidates invited by the contracting authority may submit a tender.

Simplified procedure: procedure without prior publication of a procurement notice, in which only candidates invited by the contracting authority may submit tenders.

Special Conditions: the special conditions laid down by the contracting authority as an inte-

gral part of the tender dossier, including amendments to the General Conditions, clauses specific to the contract, the terms of reference (for a service contract) or technical specifications (for a supply or works contract) and any other point regarding the contract.

Study contract: a service contract between a service provider and the contracting authority concerning, for example, identification and preparatory studies for projects, feasibility studies, economic and market studies, technical studies, evaluations and audits.

Supply contract: a contract between a supplier and the contracting authority for the purchase, lease, hire or hire-purchase, with or without an option to buy, of goods. It may also cover such tasks as installation, servicing, repairs, training and after-sales service.

Technical assistance contract: a contract between a service provider and the contracting authority under which the service provider exercises an advisory role, directs or supervises a project, provides the experts stipulated in the contract or acts as a procurement agent.

Tender dossier: the dossier, containing all the documents needed to prepare and submit a tender.

Tenderer: any natural or legal person or group of such persons submitting a tender with a view to concluding a contract.

Terms of reference: the document drawn up by the contracting authority setting out its requirements and/or objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used and/or results to be attained.

Time limits: periods which begin to run from the day following the act or event which serves as their starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

Works contract: a contract between a construction firm and the contracting authority for the execution of works or the building of a structure.

VOLUME 1

SECTION 6: EVALUATION GRID AND OTHER ANNEXES

ADMINISTRATIVE COMPLIANCE GRID

ADMINISTRATIVE COMPLIANCE GRID

Contract Title:	Treatment Plant Installations Works- Vailele and Aleisa Contract	Reference:	SWA-TD-2011-04
------------------------	-------------------------------------------------------------------------	-------------------	-----------------------

Tender's Name	Submitted Within Deadline? (Yes/No)	Tender Bid Guarantee provided? (Yes/No)	Tender Submission Form properly completed? (Yes/No)	Consortium agreement signed by all partners? (Yes/No/Not applicable)	Subcontracting statement acceptable? (Yes/No/ Not applicable)	Form 4.6.1 General Information about Tender complete? (Yes/No)	Forms 4.2 Description of Organisation Complete? (Yes/No)	Form 4.3 Power of Attorney is complete? (Yes/No)	Forms 4.6.1.1-4.6.1.3 – Technical Qualification Complete? (Yes/No)	Forms 4.6.12- List of Plant & Equipment Complete, Form 4.6.2- Work Programme and Form 4.6.3- work schedule ? (Yes/No)	Other administrative requirements in tender dossier (Y/N)	Is the documentation Complete? (Y/N)	Overall Decision? (Accept/ Reject)
1.													
2.													
3.													

CHAIRMAN'S NAME	
SIGNATURE	
DATE	

EVALUATION GRID

Must be completed by each member of the Evaluation Committee. **TECHNICAL EVALUATION GRID**

Contract Title:	Treatment Plant Installations Works- Vailele and Aleisa Contract	Reference:	SWA-TD-2011-04
------------------------	-------------------------------------------------------------------------	-------------------	-----------------------

EVALUATION CRITERIA	1. TENDERER NAME	2. TENDERER NAME	3. TENDERER NAME
A) Having an average turnover of 3 million or more during the last 3 years			
B) Have available funds or access to credit to the amount of SAT\$1,000,000			
C) Have successfully completed at least 1 project similar in nature and complexity of the proposed works during the last 4 years.			
D) Have implemented or are implementing 3 projects together with a joint value of SAT\$2Million			
E) Heavy Equipment and Plant in good operating conditions available for works; minimum required is: 1) 20 tonne Excavator- qty-2 2) 5.5 Tonne excavator(min)- qty 3 3) Grader- qty-1 4) Loader- qty-2 5) 6 wheeler Truck(min) –qty 3 6) Rock Breaker – qty-2			

<p>F) Propose following minimum Personnel- CVs to be provided</p> <p>1. <u>Project Manager</u>- Related qualification for Project Management , minimum 5 years experience in Project Management</p> <p>2. <u>Site Manager</u>- Civil Engineer, Min experience of 3yrs in construction of water supply infrastructure construction, pipeline installation, reservoir construction and road construction and minor civil works (concrete building)</p> <p>3. <u>2- Plumbers</u> with qualification from recognized institute in plumbing with minimum of 5 years for pipeline and installation of water supply works</p> <p>4. <u>2-Foreman</u> with min relevant experience in supervising project works of 5 years</p> <p>5. <u>Surveyor</u>-qualification in surveying with minimum survey work experience of 5 years</p>			
<p>G) Work Programme</p> <p>Must show brief descriptions of major activities showing sequence and timeframe for the execution of works (graphic work chart showing assigned tasks, timelines, deadlines and critical path in undertaking project works from start to finish)</p> <p>FORM 4.6.3</p>			
<p>H) Comprehensive Method Statement for Works <i>All details provide for accurate assessment of Contractor work plan and correspond to other related data provided</i></p>			
<p>I) Proposal complies with all Technical Specifications provided</p>			
<p>Technical Compliance (Yes/NO)</p>			
<p>EVALUATOR'S Signature</p>			
<p>Evaluators Name</p>			

VOLUME 2

SECTION 1: CONTRACT FORM



water for life
Suavai mo le Ola

SAMOA WATER AUTHORITY

WORKS CONTRACT

WATER TREATMENT PLANTS INSTALLATIONS

VAILELE & ALEISA SCHEMES

Contract Number: SWA-TD-2011-04

DATED this Day of2012

BETWEEN Samoa Water Authority, a statutory body corporate established under the Water Authority Act 1993/1994 and continued under the Samoa Water Authority Act 2003 (in this Contract referred to as “the Contracting Authority”)

AND (insert name of Contractor) a duly incorporated, licensed and registered business in (insert location of head office/headquarters)

WHEREAS the Contracting Authority is desirous to enter into a Contract for Water Treatment Plants Installations Works as set out in this Contract and attached specifications (the Works)

WHEREAS on (“insert date”) the Contracting Authority as a result of Invitation to Tender received a conforming bid from the Contractor

WHEREAS the Contracting Authority hereby agrees to appoint the Contractor to carry out the Works

AND WHEREAS the Contractor hereby agrees to carry out the Works as per the requirements and terms and conditions of this Contract

NOW THEREFORE , in consideration of the mutual promises and premises herein contained, the Contracting Authority and the Contractor agree to meet and satisfy all terms and conditions of this Contract. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- (a) the contract,
- (b) the Special Conditions,
- (c) the General Conditions,
- (d) the technical specifications,

- (e) the design documentation (drawings),
- (f) the completed price schedule (after arithmetical corrections)/price breakdown,
- (g) the tender with the appendix,
- (h) any other document forming part of the contract.

Addenda have the order of precedence of the document they are modifying.

In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.

The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount ofContract price (excluding VAGST and other taxes):
..... National Currency (SAT).

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

SIGNED by **TAINAU MFT TITIMAEA**)
acting for and on behalf of the Contracting Authority)

THE SAMOA WATER AUTHORITY in the presence of:

.....
(Witness Signature & Full Name)

.....
(Witness Occupation)

AFFIXED HERETO is the Common Seal)
of (“insert name of Contractor”))
in the presence of:

.....
(Witness Signature & Full Name)

.....
(Witness Occupation)

VOLUME 2

SECTION 2: GENERAL CONDITIONS

GENERAL CONDITIONS FOR WORKS CONTRACTS

Please refer to

http://ec.europa.eu/europeaid/work/procedures/implementation/works/documents/d4_p_annexgc_en.pdf

VOLUME 2

SECTION 3: SPECIAL CONDITIONS

SPECIAL CONDITIONS

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These Special Conditions amplify and, if necessary, supplement the General Conditions. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the articles of the Special Conditions is not consecutive but follows the numbering of the articles of the General Conditions. Other Special Conditions should be indicated afterwards.

For brevity's sake, the General Conditions and Special Conditions are hereinafter referred to by the abbreviations GC and SC respectively.

Article 1: Definitions

- 1.1 Contracting Authority: Samoa Water Authority
State of the Contracting Authority: Samoa
Project Supervisor: Samoa Water Authority
Project supervisor's representative: Person or persons delegated by the Supervisor to represent him
National Currency: Samoan Tala (SAT).

Article 2: Law and Language of the Contract

- 2.1 The Contract shall be governed by the relevant and applicable laws of the Independent State of Samoa.
2.2 The language used shall be English.

Article 3: Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- (1) the contract,
- (2) the Special Conditions,
- (3) the General Conditions,
- (4) the technical specifications,
- (5) the design documentation (drawings),
- (6) the completed price schedule (after arithmetical corrections)/price breakdown
- (7) the tender with the appendix,
- (8) any other document forming part of the contract.

Article 4: Communications

The Contracting Authority:
Samoa Water Authority
Managing Director

(insert details...)

For attention of:
Technical Manager
Tafeamaalii Philip KERSLAKE
PO Box 245
Telephone:(685) 20409

Facsimile: (685) 21298

Email: philip@swa.gov.ws

Article 5: The Project Supervisor and his Representative

5.1 The Supervisor's Representative shall have the authority to supervise and check the works and to test and examine the materials used and the quality of execution. In no instance shall he have the power to discharge the Contractor from his contractual obligations nor, without express instructions in the Conditions, elsewhere in the Contract or by written agreement from the Contracting Authority, may he order any works taking additional time or entailing extra costs for the Contracting Authority or call for variants in the nature or scale of the works. Approval by the Supervisor of the Contractor's proposed method of working or use of materials shall not absolve the Contractor of his responsibilities under the Contract

5.2 The role of the project supervisor's representative shall be to supervise and inspect works and to test and examine the materials employed and the quality of workmanship. Under no circumstances will the project supervisor's representative be empowered to relieve the Contractor of his obligations under the contract or – save where express instructions to that effect are given below or in the contract – order works resulting in an extension of the period of performance or additional costs to be paid by the contracting authority or introduce variants in the nature or scale of the works.

Article 7: Subcontracting

The following subcontracting is envisaged:

Surveying Works

Engineering Specialist

Minor Works

Article 8: Documents to be provided

8.3 The Contractor is required to produce "as constructed" record drawings for all works:

- (1) at the same scales as the Contract Drawings for structures
- (2) at 1/1,000 on plans to be provided for distribution in non rural areas
- (3) at 1/2,500, the scale of the Contract Drawings, for distribution in rural areas

The Contractor shall supply the following number of copies of each "as constructed" record drawing:

(1) 3 for approval

(2) 4 approved

The Contracting Authority and the Supervisor will approve or reject drawings and other documents provided by the Contractor within 15 days after reception. For other details, the Contractor will refer to volume 5 section 1.

Article 9: Access to the site

9.1 The Contractor is required to give the Contracting Authority and his Supervisor free access to sites, plants, workshops, and the like, and generally make available to him all relevant facilities for carrying out his duties.

Article 15: Performance guarantee

15.1 The amount of the performance guarantee is set at 5% of the price fixed in the contract and any addenda thereto.

15.8 Half the guarantee shall be released within 30 days of the date of provisional acceptance.

Article 16: Insurance

16.1 The Contractor shall purchase and maintain insurance that will protect the Contractor from any claims under workers compensation acts and other employee benefit acts, and from claims for damages which may arise out of or result from the Contractor's operations during construction whether such operations be by the Contractor or by the Contractor's subcontractors or anyone directly or indirectly employed by any of them. Certificates showing that the insurance will remain in force throughout the life of the Contract may be required by the Principal at any after the Order to Proceed has been issued.

16.4 The Insurance during the construction and for the term of the Contract shall be written for not less than the following coverage:

i) Public Liability Insurance to insure against public liability risks. The Contractor shall provide, in the joint names of Principal and the Contractor, insurance coverage for the amount of TWO MILLION TALA (SAT\$2,000,000)

ii) The Contractor must also maintain insurance for loss of or damage to the works (value shall not be less than the total overall Contract Price plus twenty percent (20%) as well as loss of or damage to Plant and Equipment in connection with the Contract.

iii) If the Contractor does not provide any of the Policies and certificates required, the principal may effect the insurance which the Contractor should have provided and recover the premiums the Principal has paid from payments otherwise due to the Contractor

or, if no payment is due, the payment of the premiums shall be a debt due by the Contractor to the Principal.

iv) Alterations to the terms of insurance shall not be made without the approval of the Principal

Article 17: Performance programme

17.1 A proposal for a performance programme and a method statement showing how the Contractor proposes to carry out the works, including the grounds for the proposed programme, shall be attached to the tender.

Any amendments to the programme or method statement may, if accepted by both parties, be included in the contract. Any such proposed amendment(s) to the programme shall be notified to either party as soon as possible but no later than two (2) working days from the date in which the event(s) necessitating the amendment has occurred.

Within 10 days of receipt of the notification of the award of contract, the Contractor shall provide the project supervisor with a performance programme broken down by activity and by month and including the following documents:

- an organisation chart containing the names, qualifications and curricula vitae of the staff responsible for the site,
- the sequence, by month and by nature, in which the Contractor proposes to carry out the works, in particular showing forecasts of manpower and deliveries of equipment, materials, water, etc..
- a plan for the setting out and organisation of the site,
- a general description of the methods which the Contractor proposes to adopt for carrying out the works.

The project supervisor shall return these documents to the Contractor with his approval or any relevant remarks within ten days of receipt, save where the project supervisor, within those ten days, notifies the Contractor of his wish for a meeting.

Article 18: Detailed breakdown of prices

18.2 Within 10 days of notification of the award of contract, the Contractor shall provide the project supervisor with a detailed quarterly cash-flow estimate as provided for in Article 18.2 of the GC.

Article 19: Contractor's drawings

19.1 During the performance of the contract, the Contractor shall draw up and submit the following documents for the project supervisor's approval:

- In the case of bridges and other reinforced concrete structures, the Contractor shall carry out the requisite soil surveys before commencing work on the foundations. The Contractor must submit the results of these surveys and the calculations for the foundations, in triplicate, to the project supervisor at least one month before commencing construction of the works in question.

- The Contractor shall prepare, at his own expense, all design and construction drawings and other documents and objects necessary for the proper execution of the contract, and in particular drawings and design calculations and the reinforcement drawings for reinforced concrete structures. The Contractor shall submit, in triplicate, construction, design and reinforcement drawings, design calculations and any other documents or objects he is to provide for the project supervisor's approval at least one month before commencing construction of the works in question.

- Within 15 days of receiving the drawings, design calculations, objects and other documents required under the previous two indents, the project supervisor shall return them to the Contractor with either his endorsement or his remarks.

19.3 Within 15 days of being notified of the project supervisor's remarks, the Contractor shall make the requisite corrections, adjustments etc. to the documents, drawings, design calculations etc. The corrected or adjusted documents, drawings, design calculations etc. shall be resubmitted for the project supervisor's approval under the same procedure.

The project supervisor's approval in no way diminishes the Contractor's liability.

Article 24: Interference with traffic

The Contractor shall be responsible for informing the Land Transport Authority (the road authority) of excavations affecting tar-sealed roads and obtaining all required permits for works on roads.

Article 33: Commencement order

33.1 The contract shall enter into force when it is signed by the Contractor. Performance of the contract shall begin on the date specified by the contracting authority via an administrative order forwarded by the project supervisor.

Article 34: Performance period

34.1 The period of performance shall be 7 months.

Article 36: Delays in performance

36.1 The rate of liquidated damages for delays in the completion of works shall be 0.05% of the contract price for every day or part thereof which elapses between the end of the period of performance and the actual date of completion, up to a maximum amount of 15% of the contract price.

Article 37: Modifications

37.8 Contract modifications not covered by an administrative order must be formalised through an addendum to the contract signed by all parties. Changes of address or bank account may simply be notified in writing by the Contractor to the contracting authority.

Article 40: Quality of works and materials

40.1 The works and the components, equipment, items and material employed for the works shall generally conform to international standards. In particular, the pipes and fittings to be supplied, in order to be compatible with those in use by the Samoa Water Authority. Any special standards applying to the remainder of the Works are covered by the Technical Specification.

In specifying the quality of the items and materials that he proposes to carry out the Works and for calculating resistance, etc. (reinforced concrete, foundations, frames, roof structures, etc.), the tenderer may make reference to relevant standards and regulations applicable to New Zealand and Australian Standards on condition that such standards and regulations are such that the completed works will comply with standard building regulations and meet the particular climatic, physical and hydrological requirements, in accordance with the Contract, of the place where they are carried out.

40.2 Preliminary technical acceptance will take place for each of the treatment plants, chlorination units, pre-fabricated reservoirs and PRVs.

Article 41: Inspection and testing

A minimum notification period of 3 working days will be given to the Supervisor of when inspection and testing will be required.

Article 43: Ownership of plant and materials

42.2 All Equipment, Temporary Works, Plants and Materials on site that the Contractor wishes to have included for payment should be vested in the Contracting Authority.

Article 44: General conditions for payments

Interim payments shall be made every two months. Statements of account must be presented in five copies and conform to the model laid down by the Contracting Authority.

The address to which the contractor must send these statements shall be specified in the letter of Contract, which shall also name the paying agent.

Payment authorizations shall be issued following the usual procedures of Samoa Water Authority contracts on the basis of supporting documents that have been duly endorsed by the competent authorities.

Article 46: Advances

46(1) and (2)

- (1) Flat-rate advance: on being notified of award of the Contract, the Contractor has a right to request, with no requirement to provide evidence of expenditure, an advance of no more than ten per cent (10%) of the Contract price to defray the cost of starting work.
- (2) Advances may be made to the Contractor, at his request, for the purpose of ordering materials, plant and equipment for the execution of the Contract on the basis of supporting document. Such advances may not total more than 20% of the Contract price.

46.8 The repayment of the above advances shall take the form of deductions based on the monthly claims.

- (1) The flat-rate advance (maximum of 10%) shall be repaid by means of deductions from the instalments and, if necessary, the balance due to the Contractor. This repayment shall begin with the first instalment and be completed, at the very latest, by the time 80% of the amount of the contract has been paid.

Repayment shall be made in the same currency as the advance.

The amount to be deducted from each instalment shall be calculated using the following formula:

$$R = \frac{V_a}{V_t \times 0.8} \times D$$

where:

R = the amount to be repaid

Va = the total amount of the advance

Vt = the initial contract amount

D = the amount of the instalment.

The result is rounded up to two decimal places.

Article 47: Retention monies

47.1 The sum which shall be retained from interim payments by way of guarantee to meet the Contractor's obligations during the Maintenance Period shall be 10% of each interim payment. Alternatively, the Contractor shall provide a Bank Guarantee in lieu of such retention and of equal amount.

Release of the retention sum will only be made upon receipt by the Supervisor of approved Contract records, operation and maintenance manuals and drawings in accordance with the Specification.

Article 48 Price revision

48.1 Prices are fixed and may not be revised.

Article 49: Measurement

49.1 This is a unit-price contract.

Article 50: Instalments

50.1 The frequency shall be one interim payment every two months

Article 53: Delayed payments

53.1. Default interest shall be calculated:

- at the rediscount rate applied by the issuing institution of the country of the contracting authority where payments are in national currency, or
- at the rate applied by the Samoa Central Bank to its main refinancing transactions in SAT
- on the first day of the month in which the deadline expired, plus two and a half per centage points. The default interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the paying agent's account is debited (inclusive).

Article 60: Provisional acceptance

Provisional acceptance will be issued on the date of the partial acceptance of the last water supply scheme.

Article 61: Maintenance obligations

61.7 The maintenance period shall be one year from the date of provisional acceptances of the completed works for the Vailele and Aleisa Treatment Plants and pipelines.

Article 64: Termination by the contracting authority

64.8 The maximum amount shall be 10% of the contract price.

64.10 This contract shall be terminated automatically if it has not given rise to any payment within two years of its signing.

Article 65: Termination by the Contractor

65.3 The maximum amount shall be 10% of the contract price.

Article 68: Dispute settlement

68.2 The arrangements referred to in Article 68.2 of the GC shall be as follows:

a) The amicable dispute-settlement procedure shall be initiated when one party notifies the other of the dispute and proposes that it be settled amicably by arrangements to be agreed by the parties in accordance with the provisions of this Article and Article 68 of the GC.

b) The time-limit for implementing the amicable settlement is 30 days after the notification referred to in Article 68.2.a.

The maximum time limit for reaching such a settlement shall be 60 days after notification. The parties may agree to extend this time limit by a maximum of 60 days.

c) The time limit referred to in Article 68.2.c of the GC for responding to a request shall be eight days from the receipt of that request. If this time limit is not met, a reminder shall be sent by the party that lodged the request. If there is no response to this reminder within eight days of receipt of the reminder, the amicable dispute-settlement procedure shall be deemed to have failed.

Article 69: Ethics clauses

- 69.1** Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders shall lead to the rejection of his candidacy or tender.
- 69.2** Without the contracting authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project.
- 69.3** This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 69.4** When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the contracting authority.
- 69.5** The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the contracting authority's prior approval. He may not commit the contracting authority in any way without its prior written consent.
- 69.6** For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 69.7** The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.
- 69.8** The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.
- 69.9** The contract shall govern the parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 69.10** The Contractor must refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the contracting authority may, for any injury it suffers as a result, terminate the contract without further notice and without the Contractor having any claim to compensation.

- 69.11** The Authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.
- 69.12** Unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 69.13** The Contractor undertakes to supply the Contracting Authority on request with all supporting documents relating to the conditions of the contract's execution. The Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Article 70: Administrative and financial penalties

- 70.1** Without prejudice to the application of penalties laid down in the contract, a Contractor who has been guilty of making false declarations or has been found to have seriously failed to meet his contractual obligations in an earlier procurement procedure shall be excluded from all contracts by the Samoa Water Authority for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the Contractor. The Contractor may present his arguments against this penalty within 30 days of notification of the penalty by registered letter with acknowledgement of receipt or any equivalent means. In the absence of any reaction on the part of the Contractor, or of withdrawal of the penalty by the Samoa Water Authority within 30 days of receipt of the Contractor's arguments against it, the decision imposing the penalty shall become enforceable. That period may be increased to three years in the event of a repeat offence within five years of the first infringement.
- 70.2** If the Contractor is found to have seriously failed to meet his contractual obligations, he shall incur financial penalties representing 10% of the total value of the contract in question. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

Article 71: Checks and audits

71.1 The Authority will be entitled, after receipt of the tender and during its validity period, to request the tenderer to provide evidence of any element of his tender and may call for additional detailed information irrespective of the type of price proposed. The Authority reserves the right to audit the quoted prices.

Article 72: **Visibility**

Save where the Contracting Authority requests or agrees otherwise, the Contractor shall take the necessary measures to ensure the visibility of the Samoa Government. These measures must comply with the rules laid down and published by the Contracting Authority on the visibility of external operations.

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SECTION 4: MODEL PERFORMANCE GUARANTEE

MODEL PERFORMANCE BOND

Contract for: **Water Treatment Plants Installations - Vailele & Aleisa Schemes**
WORKS CONTRACT - SWA-TD-2011-04

THIS DEED is made on this day of2011

BY

.....

of

.....

("the Contractor")

AND

.....

of

.....

("the Sureties")

IT IS MADE IN THE FOLLOWING CIRCUMSTANCES:

A. The Contractor has entered into an agreement with of THE SAMOA AUTHORITY ("the Contracting Authority") to carry out and fulfill the obligations imposed on the Contractor by the Contract Documents.

B. The Contract Documents require the Contractor to provide the Contracting Authority with Security in the form of a bond to ensure performance of the Contractor's obligations under the Contract Documents.

BY THIS DEED:

1. THE Contractor AND Sureties are jointly and several held and bound to the Contracting Authority in the sum of SAT \$..... and bind themselves, their successors and assigns jointly and severally for the payment of that sum.

2. THE condition of this bond is that it shall be null and void if:
a) The Contractor duly carries and fulfils all the obligations imposed on the Contractor by the Contract Documents prior to the commencement of the Period of Defects Liability or the termination of the Contract Documents; or

- b) The Contractor satisfies and discharges the damages sustained by the Contracting Authority in respect of all defaults by the Contractor up to the commencement of the Period of Defects Liability or the termination of the Contract; or
- c) The Sureties satisfy and discharge up to the amount of the bond the damages sustained by the Contracting Authority in respect of all defaults by the Contractor up to the commencement of the Period of Defects Liability or the termination of the contract; or
- d) A Practical Completion certificate has been issued in respect of the contract Works in accordance with the General Conditions of Contract.

3. EXCEPT as provided in clause 2 above this bond shall be and remain in full force and effect.

4. THE Sureties shall not be released from any liability under this bond:

- a) By any alteration in the terms of the contract between the Principal and the Contractor;
- b) By any alterations in the extent or nature of the Contract Works to be completed, delivered and having defects remedied;
- c) By any allowance of time by the Contracting Authority under the Contract Documents;
- d) By any forbearance or waiver by the Contracting Authority in respect of any of the Contractor's obligations or in respect of any default on the part of the Contractor.

5. THIS bond should be governed by Samoan Law.

THE COMMON SEAL of:

was affixed in the presence of:

THE COMMON SEAL of:

Was affixed in the presence of:

SIGNED by:

in the presence of:

SIGNED by:

in the presence of:

NOTE – This bond must be executed by the Contractor and by the Surety or Sureties in the manner required for execution of a deed. Any of these parties which are a company must execute the bond by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the bond is signed under the name of the company by that director, but the signature must be witnessed by another person. The witness must not only sign but must also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) must execute by affixing its seal, which must be attested in the manner provided for in the rules of, or applicable to, the body corporate. In the case of a party who is an individual, the party must sign and the signature must be witnessed by another person. The witness must not only sign but must also add his or her occupation and address.

VOLUME 2

SECTION 5: MODEL ADVANCE PAYMENT GUARANTEE

MODEL ADVANCE PAYMENT GUARANTEE

Contract for: **Water Treatment Plants Installations - Vailele & Aleisa Schemes
WORKS CONTRACT - SWA-TD-2011-04**

We, the undersigned, [*name, company name, address*], hereby declare that we will guarantee, as principal debtor, to [*contracting authority's name and address*] on behalf of [*Contractor's name and address*], the payment of [*indicate the amount*], corresponding to the guarantee mentioned in Article 46 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee. We hereby waive notice of any such change, addition or modification.

The guarantee shall enter into force and take effect from the [*indicate the date of payment of the advance*] and shall be valid until full repayment of the same amount by the Contractor.

We note that you will release the guarantee and notify us of the fact no later than 30 days after this date.

Any dispute concerning this guarantee shall be governed by [*enter the law applicable*] and fall within the competence of [*indicate which jurisdiction applies*].

Done at,/../..

Name and first name:For:.....]

Signature:

[*stamp of the body providing the guarantee*]

VOLUME 2

SECTION 6: MODEL RETENTION GUARANTEE

MODEL RETENTION GUARANTEE

Contract for: **Water Treatment Plants Installations - Vailele & Aleisa Schemes**
WORKS CONTRACT - SWA-TD-2011-04

We, the undersigned, [*name, company name, address*], hereby declare that we will guarantee, as principal debtor, to [*contracting authority's name and address*] on behalf of [*Contractor's name and address*], the payment of [*indicate the amount*], corresponding to the guarantee mentioned in Article 47.1 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee. We hereby waive notice of any such change, addition or modification.

This guarantee shall enter into force and take effect not later than the date fixed for the commencement of the works.

We take note that your release of the guarantee and your advice of release in accordance with Article 47.3 of the General Conditions for works contracts will follow within 90 days of the final acceptance of the works.

Any dispute concerning this guarantee shall be governed by [*enter the law applicable*] and fall within the competence of [*indicate which jurisdiction applies*].

Done at, ././..

Name and first name:For:.....]

Signature:

[*stamp of the body providing the guarantee*]

VOLUME 2

SECTION 7: MODEL WORKS & LIABILITY INSURANCE

SEVENTH SCHEDULE

INFORMATION AS TO CONTRACT WORKS INSURANCE

Contract for: **Water Treatment Plants Installations - Vailele & Aleisa Schemes
WORKS CONTRACT - SWA-TD-2011-04**

To Whom It May Concern:

From:

We confirm having effected contract works insurance for:

.....
(The Contractor)

SAMOA WATER AUTHORITY
(The Contracting Authority)

In respect of: **WORKS CONTRACT - WATER TREATMENT PLANTS
INSTALLATIONS - VAILELE & ALEISA SCHEMES
Contract Reference # SWA-TD-2011-04**

The sums insured are:

a) Contract Price	\$	(Plus VAGST)
b) Costs of demolition	\$	(Plus VAGST)
c) Professional Fees	\$	(Plus VAGST)
d) Value of items incorporated or to be incorporated	\$	(Plus VAGST)
e) Increased construction costs	\$ _____	(Plus VAGST)

TOTAL SUM INSURED \$ _____ (Plus VAGST)

The policy deductibles are:

Non earthquake	(VAGST inclusive)	\$
Earthquake	(VAGST inclusive)	\$
Other	(VAGST inclusive)	

We advise the 'special' terms, copy attached, have been applied to this policy **Yes**

Policy covers terms included are:

(a) Automatic reinstatement	Yes
-----------------------------	------------

- (b) No cancellation for non-payment without prior notification Yes
- (c) Severally insured Yes
- (d) No settlement delay due to exercise of subrogation Yes

Project specific policy Yes

Construction Period 6 MONTHS
 Defects liability period 12 MONTHS
 (both subject to alteration under construction contract)

Annual run-off policy Yes
 Annual cut-off policy Yes
 Policy expiry date Yes

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advised to the insured party which has arranged the insurances.

The insurance issued is subject to the terms and conditions of the policy.

Insurance Company Stamp **Date**
 (Or name of insurance broking company confirming over)

SIGNED BY

SIGNATORY TITLE

EIGHTH SCHEDULE

INFORMATION AS TO PUBLIC LIABILITY INSURANCE

Contract for: **Water Treatment Plants Installations - Vailele & Aleisa Schemes
WORKS CONTRACT - SWA-TD-2011-04**

To Whom It May Concern:

From:

We confirm having effected Public Liability insurance for:

.....
(The Contractor)

SAMOA WATER AUTHORITY
(The Principal)

In respect of: **WORKS CONTRACT - WATER TREATMENT PLANTS
INSTALLATIONS - VAILELE & ALEISA SCHEMES
Contract Reference # SWA-TD-2011-04**

Annual policy: Yes
Policy expiry date: Yes

The limit of indemnity \$2,000,000.00 (Plus VAGST)

Sub limit insured for vibration,
removal or weakening of support: \$n/a (Plus VAGST)

Deductible is (VAGST inclusive) \$

Sub limit insured for vibration,
removal or weakening of support (VAGST inclusive) \$

We advise that “additional” terms, copy attached
have been specifically applied to this project Yes

The policy covers liability arising out of:

The ownership/use of construction machinery not required to be
registered for road use Yes

The use of hired plant Yes

The ownership / use of watercraft up to 8m Yes

The ownership/use of aircraft Yes

The use of explosives Yes

Policy covers terms included are:

- | | |
|----------------------------------------------------------------|-----|
| (a) Automatic reinstatement | Yes |
| (b) No cancellation for non-payment without prior notification | Yes |
| (c) Severally insured | Yes |
| (d) No settlement delay due to exercise of subrogation | Yes |

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advised to the insured party which has arranged the insurances.

The insurance issued is subject to the terms and conditions of the policy.

Insurance Company Stamp **Date**
(Or name of insurance broking company confirming over)

SIGNED BY

SIGNATORY TITLE