GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

BIDDING DOCUMENT FOR THE PROCUREMENT OF GENERAL SERVICES

FOR THE PROCUREMENT OF HOUSEHOLD RUBBISH COLLECTION SERVICES – ZONES D1, D2, D3, Zone Fagaloa and Zone Manono-Tai & Apolima-Tai

GENERAL SERVICES IFB SERIAL NO:

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BY OPEN COMPETITIVE BIDDING

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PROCURING ENTITY: Ministry of Natural Resources and Environment

STANDARD BIDDING DOCUMENTS

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PART 1 – BIDDING PROCEDURES

Section I – Instructions to Bidders

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A. General

1. Scope of Bidding

1.1 The procuring entity, as **specified in the BDS,** issues this Bidding Document for the procurement of the general services as specified in **Section V – Procuring entity's Requirements**.

1.2 The name and identification number of this Open Competitive Bidding procurement are **specified in the BDS**. The name, identification, and number of lots of are also **provided in the BDS**.

1.4 Throughout this bidding document:

(a) **"Contact Entity"** is the procuring entity's assigned agency or person for conducting the bidding and contract administration processes;
(b) **"day"** means calendar day;
(c) **"Government"** means the Government of the Independent State of Samoa;
(d) the term **"in writing"** means communicated in written form (**e.g. by mail, e-mail, fax, telex**) with proof of receipt;
(e) **"procuring entity"** means the Government or delegate or proxy for the Government and the Executor of the Contract;
(f) if the context so requires, **"singular"** means **"plural"** and vice versa.

2. Source of Funds

2.1 The procuring entity has received public funds toward the cost of the project **named in the BDS** for the execution of this procurement.

2.2 Payment shall be in accordance with the Government's Treasury Instructions and Payment Policy.

3. Fraud and Corruption

3.1 The procuring entity shall require that the services provider, its contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, and service providers under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.

3.2 Accordingly, the Government shall clarify the terms where it becomes necessary, but for the purposes of this provision the following are considered unacceptable practices;

(a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;[1]

[1] *"Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes the Government's staff and employees of*

(b) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[2]

(c) "collusive practice" means an arrangement between two or more parties[3] designed to achieve an improper purpose, including influencing improperly the actions of another party;

(d) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; [4] and/or

(e) "obstructive practice" means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Government's inspection and audit rights.

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

(a) be liable for conviction under the provisions of the laws of the Independent State of Samoa relating to corrupt activities in Samoa;

(b) have their bid rejected if it is determined that the bidder is not in compliance with the laws of the Independent State ofSamoa relating to corrupt activities in Samoa;

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other organizations taking or reviewing procurement decisions.

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

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

[4] *"Party" refers to a participant in the procurement process or contract execution.*

(c) risk other sanctions in accordance with the Procurement Suspensions and Debarments Procedure.

3.4 The procuring entity will:

(i) reject a bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for thecontract in question;

(ii) cancel the portion of the funding appropriation allocated to a contract if it determines at any time that representatives of the procuring entity or of a beneficiary of the appropriation were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the procuring entity having taken timely and appropriate action satisfactory to the procuring entity to remedy the situation or address suchpractices when they occur;

(iii) sanction a bidder, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a Government financed contract; and

(iv) have the right to require that, in contracts financed by a Government appropriation, a provision be included requiring bidders to submit audited financial statementsand the same to be certified by an independent auditor, and also to permit the Government to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Government.

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

4. Eligible Bidders

4.1 A bidder may be a natural person, private entity, or government-owned entity or a joint venture (JV), under an existing agreement, or with the intent to constitute a legally- enforceable JV (supported by a letter of intent). All partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of Contract. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless **specified in the BDS**, there is no limit on the number of members in a JV.

4.2 A bidder shall be deemed to have the nationality of a country if the bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or contractors for any part of the Contract including related services.

4.3 An eligible bidder (regardless of its country of registration and including any director, officer, manager or supervisor of the bidder) shall not within a period of 3 years preceding the date of issuance of the invitation to bid have been:

(a) convicted of any criminal offence, whether in Samoa or elsewhere:

(i) relating to his or her professional conduct;

(ii) relating to the making of false statements or misrepresentations as to his or her qualifications to enter into a procurement contract;

(iii) involving dishonesty; or

(iv) under anti-corruption legislation; or

(v) suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in Samoa or elsewhere; or

(b) convicted of an offence involving dishonesty, obstruction of justice or a lack of honesty or business integrity; or

(c) convicted for an offence involving corruption; or

(d) convicted for engaging in anti-competitive practices, whether or not involving collusion; or

(e) deliberately neglectful or failed without good cause to perform a contract in accordance with its terms, if so

seriousin nature as to justify suspension or debarment.

4.4 The bidding process is open to all eligible bidders.

4.5 A bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in the bidding process if:

(a) they are or have been associated in the past, with a firm or any of its affiliates (including third parties, controlling partner in common or a leading partner of a joint venture, or a common representative) which have been engaged by the procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this bidding document; or

(b) they are associated, or have been associated in the past, with a firm or any of its affiliates (including third parties, controlling partner in common or a leading partner of a joint venture, or a common representative) that have been hired (or is proposed to be hired) by the procuring entity as ProjectManager for the Contract.

4.6 Bidders shall not submit more than one bid in this bidding process, except for alternative bids permitted under ITB Clause 13. This does not limit the participation of Subcontractors inmore than one bid.

4.7 A firm that has been sanctioned by the Government in accordance with ITB 3 shall be ineligible to be awarded a contract, or benefit from a Government-financed contract, financially or otherwise, during such period of time as the Government shall determine. The list of debarred firms shall bemade available as **specified in the BDS.**

4.8 In accordance with the Instructions, the bidder and any named Subcontractors shall certify in the Bid Submission Form that they are in good standing with the Government and have paid all taxes, duties, fees and other impositions as may be levied inSamoa prior to the award of contract. Evidence of such certification may be required from the successful bidder prior to award of contract.

4.9 Foreign Government-owned enterprises and public bodies in Samoa shall be eligible only if they can establish that they:

(a) are legally and financially autonomous;

(b) operate under commercial law; and

(c) are not a dependent agency of the procuring entity or other department or agency of the Government.

4.10 Failure to directly obtain the bidding documents from the procuring entity will result in ineligibility of that bidder fromparticipating in the procurement process.

4.11 Bidders shall provide such evidence of their continued eligibility satisfactory to the procuring entity as the procuring entity shall reasonably request.

4.12 In case a pre-qualification process is conducted prior to the tendering process, this tendering is open only to pre-qualified Bidders **as confirmed in the BDS**.

4.13 Bidders shall be excluded if:

(a) as a matter of law, the Government prohibits commercial relations with that country, provided that the Government is satisfied that such exclusion does not preclude effective competition for the supply of services as required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits importation or contracting of general services from that country or payments to a person or entity in that country.

5. Eligible Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by the Government may have their origin in any country not that excluded in the list **specified in the BDS** and expenditures under the contract are limited to such materials, equipment and services. At the procuring entity's request, the bidders may be required to provide evidence of theorigin of services.

5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognised product is made which differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

Section I - Instructions to Bidders ("ITB")

Section II - Bid Data Sheet ("BDS")

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section IVA - Eligible Countries

PART 2 Requirements

Section V – Procuring entity's Requirements

PART 3 Conditions of Contract and Contract Forms Section VI - General Conditions of Contract ("GCC")Section VII – Special Conditions of Contract ("SCC")

Section VIII - Contract Forms

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

(a) invite bids;

(b) establish the objects of a bid;

(c) specify the conditions of a proposed procurement contract;and establish the applicable bidding procedures.

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

6.4 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document. Failure to furnish all information or documentation required by the bidding document may result in the rejection of the bid.

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

7.1 A prospective bidder requiring any clarification of the bidding document shall contact the procuring entity in writing at the procuring entity's address **indicated in the BDS** *within 14 working days before closing date and time for submission of Tenders or* raise his/her inquiries during the pre-bid meeting. The procuring entity shall respond in writing to any request for clarification, provided that such request is received no later than the number of days **stated in the BDS** prior to the deadline for submission of bids. The procuring entity shall forward copies of its response to all bidders who have acquired the bidding document, including a description of the inquiry but without identifying its source.

7.2 Should the procuring entity deem it necessary to amend the bidding document as a result of a request for clarification, theBidding Document may be amended in accordance with the procedure under ITB 8.

7.3 The bidder may, at the bidder's own expenses, risk and responsibility, visit and examine the Site of general services and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for provision of thegeneral services.

7.4 The procuring entity will arrange for the bidder and any of itspersonnel or agents to gain access to the relevant site(s), provided that the bidder gives the procuring entity adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the procuring entity may organise a site visit, if **specified in the BDS**, or visits concurrently with a pre-bid meeting, if one is required. Failure of a bidder to attend a sitevisit will not be a cause for its disqualification.

7.5 No site visits shall be arranged or scheduled after the deadline for the submission of the bids and prior to the award of contract.

7.6 The bidder and any of its personnel or agents will be granted permission by the procuring entity to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the procuring entity and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.7 The bidder's designated representative may be invited to attend apre-bid meeting, if **provided for in the BDS**. The purpose of themeeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.8 The bidder is requested, as far as possible, to submit any questions in writing, to reach the procuring entity not later than the number of days **as**

indicated in the BDS, before the pre-bidmeeting.

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

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

8. Amendment of Bidding Document

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

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

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

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The bid shall comprise the following:

(a) the Letter of Bid;

(b) the completed Schedules in accordance with ITB 12 and 14;

(c) Bid Security or Bid Securing Declaration, in accordance with ITB 19;

(d) alternative bids if permissible in accordance with ITB 13;

(e) written confirmation authorising the signatory of the bid to commit the bidder, in accordance with ITB 20.2;

(f) documentary evidence in accordance with ITB 17 establishing the

bidder's qualifications to bid and perform theContract if awarded;

(g) Technical Proposal in accordance with ITB 16;

(h) in the case of a bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the general services to be executed by the respective partners; and

(i) any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

12. Letter of Bid and Schedules

12.1 The Letter of Bid, Schedules and all documents listed under ITB 11 shall be prepared using the relevant forms in Section IV - Bidding Forms, if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested if information requested is applicable.

13. Alternative Bids

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

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of for the estimated different times for completion.

13.3 When **specifried in the BDS**, bidders are permitted to submit alternative technical solutions for specified parts of the general services. Such parts will be identified in the BDS and described in Section V – Procuring entity's requirements. The method for their evaluation will be stipulated in Section – III – Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified in this ITB 14.

14.2 The bidder shall submit a bid for the whole of the general services described in ITB 1.1 by submitting prices for all items of the general services, as identified in **Section IV - Bidding Forms – Priced Activity Schedules or Bills of Quantities**. In the case of admeasurement (measure and value) contracts, the bidder shall fill in rates and prices for all items of the general services described in the Bill of Quantities. Items against which no rate or price is entered by the bidder will not be paid for by the procuring entity when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

14.3 The price to be quoted in the Letter of Bid shall be the total price of the bid including VAGST, and excluding any discounts offered and withholding tax.

14.4 Any unconditional discounts and the methodology for their application shall be quoted in the Letter of Bid in accordance with ITB 12.1.

14.5 If so indicated in ITB 1.2, bids may be invited for individual contracts or for any combination of contracts (packages). Unlessotherwise **indicated in the BDS**, prices quoted shall correspondto 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one (1) Contract shall specify in their bid the price reductions applicableto each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the bids for all contracts are submitted and opened at the same time.

14.6 Unless otherwise **provided in the BDS** and the GCC, the pricesquoted by the bidder shall be fixed. If the prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the GCC, the bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV -Bidding Forms and the procuring entity may requirethe bidder to justify its proposed indices and weightings. These adjustments shall not be considered in the evaluation of bids.

14.7 All duties, taxes, and other levies payable by the services provider under the Contract, or for any other cause, as of the datetwenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder. Despite that applicable taxes, duties or other levies are not included such are payable by the services provider and reflected in the Contract as confirmed by the relevant authority prior signing of Contract.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the bid and the currency(ies) of paymentsshall be the same. The bidder shall quote in Samoan Tala (SAT$), the portion of the bid price that corresponds to expenditures incurred in Samoa, unless otherwise **specified inthe BDS**.

15.2 The bidder may express the bid price for expenditure outside of Samoa in any freely convertible currency. If the bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three freely convertible international currencies in addition to SamoanTala (SAT$).

16. Documents Comprising the Technical Proposal

16.1 The bidder shall furnish a Technical Proposal including a statement of the general services methods or general services program, equipment, personnel, schedule and any other information as stipulated in **Section IV - Bidding Forms** in sufficient detail to demonstrate the adequacy of the bidders' proposal to meet the procuring entity's requirements and the completion time.

17. Documents Establishing the Eligibility and Qualifications of the bidder

17.1 The bidder shall furnish evidence confirming their eligibility under ITB 4. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the procuring entity's satisfaction:

(a) that it has the financial and technical capability necessary to perform the contract, meets the qualification criteria **specified in the BDS,** and has a successful performance history. If a

pre-qualification process has been undertaken for the contract(s) for which these bidding documents havebeen issued, the bidder shall, as part of its bid, update any information submitted with its application for pre-qualification. For the purposes of establishing a bidder's qualifications, and unless otherwise **stated in the BDS**, the experience and/or resources of any Subcontractor will not contribute to the bidder's qualifications and only those of a Joint Venture partner will be considered;

(b) that the bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period **specified in the BDS** afterthe bid submission deadline date prescribed by the procuring entity. A bid valid for a shorter period shall be rejected by the procuring entity as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the procuring entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requestedin accordance with ITB 19, it shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall notbe required or permitted to modify its bid.

19. Bid Security/ Bid Securing Declaration

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

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

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

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

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

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

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

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

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

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

19.5 The Bid Security may be forfeited:

(a) if a bidder withdraws or modifies its bid during the period ofbid validity in accordance with ITB 18.1, and as provided for in ITB 18.2 if applicable; or

(b) if a bidder does not accept a correction of errors (arithmetic)in accordance with ITB Clause 31; or

(c) if the successful bidder fails to:

(i) sign the Contract in accordance with ITB Clause 42;and

(ii) furnish a Performance Security in accordance withITB Clause 43.

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

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

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

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

20. Format and Signing of Bid

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

20.2 The Original and all Copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorised to sign on behalf of the bidder.

20.3 The written confirmation of authorisation to sign on behalf of thebidder shall be:

(a) a notarised Power of Attorney authorising and assigning the authority of the signatory to sign the bid in all its parts; and

(b) in the case of a bid submitted by an existing JV joint venture ("JV"), a notarised undertaking signed by all parties:

(i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1, and

(ii) nominating a representative who shall have the authority to conduct all business for and on behalf ofany and all the parties of the JV during the bidding process and in the event the JV is awarded the Contract, during contract execution.

20.4 The name and position held by each person signing the authorisation must be typed or printed below the signature.

20.5 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the authorised personsigning the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 Bidders must <u>always</u> submit their bids by mail or by hand delivery. Bidders submitting bids by mail or by hand delivery,shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB 13, in three (3) separate envelopes, sealed and duly marked as "Original", "Copy" and "ALTERNATIVE", respectively. All three (3) envelopes shall then be enclosed in one (1) single envelope. The rest of the procedure shall be in accordance with ITB 21.2 and 21.3. Submission of bids electronically is prohibited.

21.2 The inner and outer envelopes shall:

(a) bear the name and address of the bidder;

(b) be addressed to the procuring entity in accordance with ITB 22.1;

(c) bear the specific identification of this bidding process indicated in ITB 1.2 and any additional identification marks as **specified in the BDS**; and

(d) bear a warning to the effect that the envelope must not be opened before the time and date for bid opening in accordance with ITB 25.1 of this bidding document.

21.3 If all envelopes are not sealed and marked as required, the procuring entity will assume no responsibility for the misplacement or premature opening of any bid. The procuring entity also assumes no responsibility for delay in courier or anyother form of delivery.

22. Deadline for Submission of Bids

22.1 Bids must be received by the procuring entity at the address and no later than the date and time **indicated in the BDS**.

22.2 The procuring entity may at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the procuring entity and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The procuring entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the procuring entity after the deadline for submission of bids shall be declared late, rejected and returned unopened to the bidder.

24. Withdrawal, Substitution and Modification of Bids

24.1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by the bidder or an authorized representative of the bidder, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) Prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "**WITHDRAWAL**", "**SUBSTITUTION**", or "**MODIFICATION**", respectively; and

(b) Received by the procuring entity prior to the deadline prescribed for submission of bids in accordance withITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval

between the deadline for submission of bids and the expiration of the period of bid validity.

25. Bid Opening

25.1 The procuring entity shall conduct the bid opening at the address, date and time **specified in the BDS** in the presence of bidders (or designated representatives of the bidders) who choose to attend, representatives of the procuring entity and Tenders Board.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorised to sign on behalf of the bidder, the corresponding bid previously submitted will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at bid opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid previously submitted shall not be opened but returned to the bidder. No bid substitution shall be permitted unless the corresponding substitution noticecontains a valid authorisation by means of a copy of the power of attorney to request the substitution and is read out at bid opening.

25.4 Next, envelopes marked "Modification" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

25.5 All other envelopes shall be opened and read out identifying the following:

(a) the name of the bidder and whether there is a modification,and the bid prices, including any discounts and alternative offers;

(b) the presence of a Bid Security or Bid-Securing Declarationif required; and

(c) any other details as the procuring entity may consider appropriate. Only discounts and alternative offers read out atbid opening shall be considered for evaluation. No bid shallbe rejected at bid opening except for late bids, in accordancewith ITB 23.1.

25.6 The procuring entity shall prepare a record of the bid opening that

shall include as a minimum:

(a) The name of the bidder and whether there is a withdrawal, substitution, or modification;

(b) The bid price, per lot if applicable, including any discounts, and alternative offers if they were permitted;

(c) The presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

(d) The bidders' representatives who are present shall be requested to sign the attendance record sheet. The omission of a bidder's signature (or signature of bidder's authorised representative) does not invalidate the contents and effect ofthe record sheet.

25.7 A copy of the record shall be distributed to all bidders who submitted bids on time.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the examination, evaluation, comparison, and post-qualification of the bids and recommendation of contract award, shall not be disclosed to the bidders or any other persons not officially concerned with the bid until the Contract award has been formally communicated to the successful bidder.

26.2 Any effort by a bidder to influence the procuring entity in the examination, evaluation, comparison, and post-qualification of the bids or Contract award decisions may result in the rejectionof its bid and may be subject to the provisions of the Government's anti-fraud and corruption policy.

26.3 Despite ITB 26.2, from the time of bid opening to the time of Contract award, if any bidder wishes to contact the procuring entity on any matter related to the bidding process, it should do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison and post-qualification of the bidders, the procuring entity may, at its discretion, request in writing from any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the procuring entity or if a bidder does not provide clarification as requested by the procuring entity, thebid shall not be considered and rejected. The procuring entity's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bid Evaluation Committee in the evaluation of the bids in accordance with ITB 31. Any variation of price as a result of tax issues must be referred back to the Tenders Board for approval.

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

28. Definitions of Deviations Reservation and Omission

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

(a) "Deviation" is a departure from the requirements specified inthe bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

29. Determination of Responsiveness

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

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

(a) affects in any substantial way the scope, quality, or performance of the general services specified in the Contract; or

(b) is inconsistent with the bidding document, and substantially limits the procuring entity's rights or the bidder's obligations under the Contract; or

(c) if rectified would unfairly affect the competitive position of the other bidders who have submitted substantially responsive bids.

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

30. Non conformities, Errors, and Omissions

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

30.2 Provided that a bid is substantially responsive, the Bid Evaluation Committee may request that the bidder submit the necessary information or documentation, requested by the procuring entity, within a period of time specified in their request, to rectify minor or non-material non-conformities, errors or omissions in the bid related to its documentation requirements. The procuring entity's request should only be forthe purpose of seeking clarification and not result in disqualification of a bid. Requesting information or documentation on such non-conformities, errors or omissions shall not be related to any aspect of the price of the bid. Failureof the bidder to comply with the request may result in the rejection of its bid.

31. Correction of Arithmetical Errors

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

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity,the unit price shall prevail and the total price shall be corrected,unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

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

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

32. Conversion to Single Currency

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

33. Domestic Preference

33.1 Domestic preference shall not be a factor in bid evaluation unless otherwise **specified in the BDS** and bidders must:

(a) be registered within Samoa;

(b) have majority ownership by Samoan nationals;

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

34. Evaluation of Bids

34.1 The Bid Evaluation Committee shall examine each eligible bid to determine, its responsiveness.

34.2 To evaluate a bid, the Bid Evaluation Committee shall consider the following:

(a) the Bid Price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement (measure and value) contracts or Schedule of Prices for lump sum contracts, but including Daywork items where priced competitively;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) converting the amount resulting from applying (a) to (c) above if relevant, to a single currency in accordance with ITB 32;

(e) adjustment for non-conformities in accordance with ITB 30;and

(f) the application of all the evaluation factors indicated in SectionIII - Evaluation and Qualification Criteria.

34.3 The estimated effect of the price adjustment provisions of theConditions of Contract applied over the period of execution ofthe Contract, shall not be taken into account in bid evaluation.

34.4 If the bidding document allows bidders to quote separate prices for different contracts, and to award multiple contracts to a single bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bidding, is specified in SectionIII - Evaluation and Qualification Criteria.

35. Comparison of Bids

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

36. Abnormally Low Bid

36.1 An Abnormally Low Bid is one where the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder in regards to the bidder's ability to perform the contract for the offered bid price.

The Bid Evaluation Committee shall assess the bid against current market values, cost benchmarks, historical contract pricing and shall determine the threshold for what constitutes an abnormally low bid.

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

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

37. Unbalanced or front loaded bids

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

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

(a) accept the bid; or

(b) require that the total amount of the performance security beincreased at the expense of the bidder to a level not exceeding 20 % of the contract Price; or

(c) reject the bid.

38. Qualification of the Bidder

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

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

38.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the bidder. A negative determination shall result in disqualification of the Bidding, in which event the Bid Evaluation Committee shall proceed to the next lowest evaluated bid to make a similar determination of that bidder's qualifications to perform satisfactorily.

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

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

(a) at any time prior to the acceptance of the successful bid; or

(b) after the successful bid is accepted if:

(i) the bidder presenting the successful bid is suspended or debarred;

(ii) the procurement is cancelled;

(iii) the bidder presenting the successful bid is excluded on the grounds of corruption, unfair competition or conflict of interest;

(iv) the procurement, the bid or the bidder contravenes or is otherwise not compliant with the provisions of thelaws of the Independent State of Samoa.

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

F. Award of Contract

40. Award Criteria

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

41. Notification of Award

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

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

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

42.2 The date of the notification under ITB Sub-Clause 41.1 establishes the commencement of the standstill period specifiedin the BDS. During this time bidders may request, in writing, a debriefing seeking explanations

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

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

42.4 Until a formal Contract is prepared and executed, the notificationof award shall not constitute a binding Contract.

42. Signing of Contract

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

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

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

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

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

43. Performance Security

44.1 Within twenty-eight (28) days of the receipt of notification of award from the procuring entity the successful bidder, shall furnish the Performance Security in accordance with GCC 33 using for that purpose the Performance Security Form included in **Section VIII - Contract Forms** from an institution acceptable to the procuring entity. The procuring entity shall promptly notify the winning bidder to each unsuccessful bidderand discharge the Bid Securities of the unsuccessful bidders pursuant to ITB 19.4.

44.2 If the performance security furnished by the successful bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful bidder to be acceptable to the procuring entity. A foreign institution providing a bond must have a correspondent financialinstitution located in the Samoa.

44.3 Also within twenty-eight (28) days of receipt of notification ofaward, the successful bidder if foreign shall take to successful completion the necessary actions, in liaison with the relevant authorities, to obtain proper registration, licenses and membership as required in order to carry out economic or business activities in Samoa.

43.1 Failure of the successful bidder to submit the above-mentioned Performance Security, comply with local requirements or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security. In that event the procuring entity may award the Contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by the procuring entity

44. Adjudicator

44.1 The procuring Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the bidder disagrees with this proposal, the bidder should so state in their bid. If, in the Letter of Acceptance, the procuring entity does notagree on the appointment of the Adjudicator, the procuring entity will request the Appointing Authority designated in the Special Conditions of Contract (SCC) of the General Conditions of Contract (GCC), to appoint the Adjudicator

45. Right to complain

45.1 The bidder has a right to complain in accordance with the Procurement Independent Complaints and Review Procedure (Part K.9 of the Treasury Instructions).

45.2 An actual bidder in procurement proceedings who claims to have suffered, or to be likely to suffer harm due to a breach of a duty imposed on a procuring entity by or under the Instructions, may complain to a procuring entity.

45.3 Such complaint must be made in writing within 10 working days after the date of notification of award of contract. Any complaint received after the 10-day period shall not be considered.

45.4 The bidder should submit its complaint in accordance with the procedures to the address **specified in the BDS**.

45.5 If a complainant is dissatisfied with the decision of a procuringentity, the complainant has the right to have the complaint and decision of the procuring entity reviewed by an independent adjudicator. To do so, the complainant must submit an Application for Review in writing, to the Secretariat of the Tenders Board.

45.6 A complaint or an application for review must be made in accordance with (Part K.9 of the Treasury Instructions).

45.7 A complaint referred to the independent adjudicator shall not be entertained and is dismissed unless the independent adjudicator is

satisfied:

(a) that the complainant is an actual bidder who was part of the relevant procurement proceedings in question;

(b) that the complainant shows that he/she/it/they had suffered or is likely to suffer harm; and

(c) that the harm was due to a breach of a duty imposed on the procuring entity; and

(d) that the duty imposed on the relevant procuring entity is provided for under Part K of the Treasury Instructions.

Section II A – Bid Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The procuring entity is: ***Ministry of Natural Resources and Environment***
ITB 1.2	The name of the bid is: ***Household Rubbish Collection Services*** The number, identification and names of the total **5 Zones** comprising this procurement are: ***i. Zone D1;*** ***ii. Zone D2;*** ***iii. Zone D3;*** ***iv. Zone Fagaloa;*** ***v. Zone Manono-Tai & Apolima-Tai.***
ITB 2.1	The name of the Project is: ***Household Rubbish Collection Services***
ITB 4.1	Maximum number of members in the JV shall be: ***N/A***
ITB 4.7	The list of debarred firms is the same as those that are excluded by, or are not members of, the World Bank or ADB.
ITB 4.12	A pre-qualification ***shall not*** apply.
ITB 5.1	Ineligible countries are: Andorra, Democratic People's Republic of Korea, Liechtenstein, Monaco (World Bank and ADB non-members) and Iraq (UN Security Council) and any other country excluded from the process by the World Bank or ADB. The country of registration must be a member of the World Bank or Asian Development Bank and not under sanction of the UN Security Council.

B. Bidding Documents

ITB 7.1	For **clarification purposes** only, the procuring entity's address is: Attention: ***Assistant Chief Executive Officer*** ***Waste Management & Pollution Control Division.*** Procuring entity: ***Ministry of Natural Resources & Environment*** Address: ***Tafaigata Waste Management Office*** City: ***Apia*** Country: ***SAMOA*** Facsimile number: ***685 23176*** Electronic mail addresses: **wmtenders@mnre.gov.ws** **katenia.rasch@mnre.gov.ws**
ITB 7.1	Requests for clarification should be received by the procuring entity no later than: ***7 days*** before the deadline for submission of bids stated at ITB 22.1
ITB 7.4	A site visit will be organised ***upon request*** after the pre-bid meeting
ITB 7.7	A pre-bid meeting ***shall*** take place. The pre-bid meeting shall take place at the following date, time and place: ***Date: 11 November 2026*** ***Time: 11:00 a.m.*** ***Place: Tafaigata Waste Management Office***
ITB 7.8	Refer to ITB 7.1

C. Preparation of Bids

ITB 11.1(i)	The bidder shall submit with its bid the following additional documents as may reasonably be requested by the procuring entity in the bidding documents: (i) ***Current business licence,*** in the appropriate category/licensed activities in accordance with the tender services; (ii) ***Current certificate of incorporation (for companies) otherwise notify if a sole trader,*** or deed of partnership or joint venture; (iii) ***Evidence of tax payment:*** confirmation letter from MCR or

	VAGST Certificate or any relevant documents to confirm payment of ***business income tax as well as VAGST;*** (iv) ***Three (3) business references*** issued within the past twelve (12) months providing assurances of quality outcomes, business integrity, reliability and financial soundness of the bidder must related to the tender services.
ITB 13.1	Alternative bids ***shall not*** be permitted.
ITB 13.2	Alternative times for completion are ***not*** permitted. If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITB 13.3	Alternative technical solutions ***shall not*** be permitted for the following parts of the general services If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITB 14.5	Prices quoted for each lot (contract) shall correspond at least to insert figure percent of the items specified for each lot (contract). ***Not Applicable*** Prices quoted for each item of a lot shall correspond at least to insert figure percent of the quantities specified for this item of a lot. ***Not Applicable***
ITB 14.6	The prices quoted by the bidder ***shall not*** be adjustable during the bidder's performance of the Contract. If prices shall be adjustable, the methodology is specified in Section III - Evaluation and Qualification Criteria**.**
ITB 15.1	The bidder is not required to quote in Samoan Tala (SAT$) the portion of the bid price that corresponds to expenditures incurred in that currency. ***Not Applicable***
ITB 17.1(a)	The bidder shall submit, with its bid, the following documentary evidence to prove that it has the financial and technical and capability to perform the contract. List hereunder the requirements: Refer to TOR, Technical Criteria and Financial Criteria – The Subcontractor(s) experience and/or resources will contribute to the bidder's qualifications. 1. ***Description of the bidder's technical resources, including equipment, facilities, necessary to perform the contract;*** 2. ***Bank statement demonstrating the bidder's financial stability and capacity to finance the project, for the immediate past three (3) years; <u>OR</u>*** 3. ***Audited financial statements (from the past three (3) years) demonstrating the bidder's financial stability and capacity to***

	finance the project; ***4. Proof of access to credit facilities or lines of credit;*** ***5. Valid Registration document from Land Transport Authority (LTA) to confirm ownership of Compactor Truck and Open Truck; and*** ***6. Valid Registration document from MWTI to confirm ownership for Vessel for Zone Manono-Tai & Apolima-Tai only.***
ITB 18.1	The bid validity period shall be ***one hundred and twenty (120) days.***
ITB 19.3 and 19.8	***Bid Security*** *in the form of a* ***Bid Securing Declaration*** included in Section IV - Bidding Forms.
ITB 19.2	The amount of the Bid Security shall be: ***N/A***
ITB 20.1	In addition to the Original of the bid, the bidder must include one electronic copy per lot, saved on a flash drive, and placed together with the original bid in a sealed envelope as specified in ITB 22.1 regarding the delivery address.

D. Submission and Opening of Bids

ITB 21.2(c)	The inner and outer envelopes shall bear the following additional identification marks: **Procurement of *Household Rubbish Collection Services*** **General Services IFB Serial No:** **MNRE-WMPCD 03/2026**
ITB 22.1	For **bid submission purposes only**, bids must be submitted at the following address: Attention: ***The Secretary, Tenders Board*** Address: ***Level 4 Central Bank Building of Samoa, Beach Road*** City***: APIA*** Country: ***SAMOA*** The deadline for the submission of bids is: Date: **23 *November* 2026** Time: ***11:00 a.m.***
ITB 25.1	The bid opening shall take place at: ***Ministry of Finance*** Address: ***Level 4 Central Bank of Samoa Building, Beach Road***

	City: ***APIA*** Country: ***SAMOA*** Date: 23 ***November 2026*** Time: ***11:05 a.m.***

E. Evaluation and Comparison of Bids

ITB 32.1	Bid prices expressed in different currencies shall be converted in: ***Samoan Tala (SAT$)*** The source of exchange rate shall be: ***Central Bank of Samoa*** The date for the exchange rate shall be: ***the bid submission deadline***
ITB 33	Domestic preference ***shall not*** be a bid evaluation factor. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.
ITB 41.2	The number of days for standstill shall be ***15 days.***
ITB 44	The Adjudicator is an individual selected by the Appointing Authority *w*ho will be paid a rate established by the Appointing Authority per hour of work. The arbitration procedures of the Independent State of Samoa will be used The designated Appointing Authority for a new Adjudicator is the Mediation Council established under the *Alternative Dispute Resolution Act 2007.*
ITB 45.4	Any complaint should be sent to the following address: For the attention of: ***Acting Chief Executive Officer*** Procuring Entity: ***MNRE*** Address: ***TATTE Building Level 3, Sogi*** City: ***Apia*** Country: ***SAMOA*** **Attention:** ***Assistant Chief Executive Officer*** ***Waste Management & Pollution Control Division.***

Section III – Evaluation and Qualification Criteria

This Section contains all the criteria that the procuring entity shall use to evaluate and qualify the bidders. In accordance with ITB 35, no other methods, criteria and factors shall be used. The bidder shall provide all the information requested in the forms included in Section IV - Bidding Forms.

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1. Qualification Requirements (ITB Clause 38)

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

(a) Eligibility and Qualification Table

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

i) Eligibility

- Conflict of Interest

ii) Historical Contract Non Performance

- History of Non Performing Contracts
- Pending Litigation

iii) Financial Situation

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

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

a. the following cash-flow requirement, and

b. the overall cash flow requirements for this contract and its current general services commitment.

iv) Experience

- General Experience
- Specific Experience

v) Personnel

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

2. Evaluation

Bids shall be evaluated in the following sequence:

Stage 1.1 – Preliminary Examination – Administrative

Verification of:

- Sign Letter of Bid
- Valid Business license;
- Certificate of Corporation or Notify if Sole Trader
- Bidders Information – Form ELI 1.1
- Evidence of Tax compliance for 2 years 2024-2025;
- 3 Business Reference must relate to the proposed work
- Bid Validity
- Conflict of Interest

Stage 1.2 – Technical Evaluation Assessment

- Organizational Structure;
- Availability of required personnel;
- Proposed methodology and work plan;
- Availability and registration of required equipment;
- Performances
- Occupational Health and Safety arrangements.

Criteria	Points
Organizational Structure	5
PER - 1	5
PER - 2	5
Methodology/Workplan	10
EQU	25
Registration of Machinery	10
CON - 2	10
EXP4.1	10
EXP4.2	10
Total	100

Only bids determined to be substantially responsive shall proceed to financial evaluation.

Stage 1.3 – Financial Evaluation

- Financial Statement – FIN3.1 + Bank Statements or Audited Statements for 2 years
- Source of Finance
- Current Contract Commitment
- Average Annual Turnover – FIN3.2
- Financial Resources – FIN3.3
- Cash Flow
- Bill of Quantities
- Bid Declaration

Criteria	Points
FIN 3.1 + BS or AS	20
Source of Finance	10
CCC	10
FIN 3.2	10
FIN 3.3	10
Cash Flow	10
BOQ	20
Bid Declaration	10
Total	100

The Contract shall be awarded to the Bidder submitting the Lowest Evaluated Responsive Bid. (15% Buffer)

No.	Position	Total Work Similar Experience (years)	In Similar General services Experience (years)
1	Driver	2	2
2	2 Collectors	N/A	N/A
3	1 vessel operator - for zone M/A only	1	1
4	2 collector on vessels - for zone M/A only	N/A	N/A

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

vi) Equipment

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

All Zones	Equipment Type and Characteristics	Minimum Number required
1	Rubbish Compactor (8 cubic metre) Or 4-5cubic meter Compactor	1 2
2	Heavy Open Truck (minimum loading capacity of 20 tonnes)	1
3	Vessel for Zone Manono-Tai & Apolima-Tai only	1

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

ELIGIBILITY AND QUALIFICATION TABLE

FACTOR	I. ELIGIBILITY					
SUB-FACTOR	CRITERIA					DOCUMENTATION REQUIRED
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
a. Nationality	Nationality in accordance with ITB 4.2.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments
b. Conflict of Interest	No- conflicts of interests as described in ITB 4.5.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Bid
c. Government Ineligibility	Not having been declared ineligible by the Government as described in ITB 4.7.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Bid
d. Government Owned Entity	Compliance with conditions of ITB 4.9.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments

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

FACTOR	II. HISTORICAL CONTRACT NON-PERFORMANCE					
SUB-FACTOR	CRITERIA					DOCUMENTATION REQUIRED
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
b. Pending Litigation	All pending litigation shall in total not represent more than *fifty percent (50%)* the bidder's net worth and shall be treated as resolved against the bidder.	Must meet requirement by itself or as partner to past or existing JV	N/A	Must meet requirement by itself or as partner to past or existing JV	N/A	Form CON – 2
c. Litigation History	No consistent history of court/arbitral award decisions against the Bidder[5] since 1st January from the last ***3 three years***	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

FACTOR	III. FINANCIAL SITUATION

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

SUB-FACTOR	CRITERIA					DOCUMENTATION REQUIRED
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
a. Historical Financial Performance	Submission of ***audited financial statements*** from ***the last three (3) years*** **OR** ***bank statement*** from ***the last three (3) years*** to demonstrate the current soundness of the bidder's financial position and its prospective long term profitability. As a minimum, a bidder's net worth calculated must be positive and reached 50% of its annual turn over	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 3.1 with attachments
b. Average Annual Turnover	Minimum average annual turnover of **SAT*$300,000.00***, calculated as total certified payments received for contracts in progress or completed, ***within last 2 years***.	Must meet requirement	Must meet requirement	Must meet thirty percent (30%) of the requirement	Must meet sixty percent (60%) of the requirement and must be the lead partner.	Form FIN –3.2

FACTOR	III. FINANCIAL SITUATION					
SUB-FACTOR	CRITERIA					DOCUMENTATION REQUIRED
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
c. Financial Resources	The bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i)the following cash-flow requirement for this Contract: ***SAT$300,000.00*** (ii) the overall cash flow requirements for concurrent commitments as determined in FORM-CCC (**Section IV – Bidding Forms**).	Must meet requirement	Must meet requirement	Must meet thirty percent (30%) of the requirement	Must meet sixty percent (60%) of the requirement and must be the lead partner.	Form FIN –3.3 and Form CCC

FACTOR	IV. EXPERIENCE					
SUB-FACTOR	CRITERIA					DOCUMENTATION REQUIRED
	Requirement	bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
a. General Experience	Experience under contracts in the role of services provider, subcontractor, or management services provider for at least ***3 years***.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP-4.1
b. Specific Experience	(a) Participation as services provider, management services provider, or subcontractor, in at least 1 contract ***within the last 2 years, with a value of at least SAT$200,000.00 per year***, nominally 80% of subject project value that have been successfully and substantially completed and that are similar to the proposed general services. The similarity shall be based on the physical size, complexity, methods/ technology or other characteristics as described in **Section V – Procuring entity's requirements**.	Must meet requirement	Must meet requirement. Either one partner must meet requirement or Any two partners must each demonstrate one (1) successfully or substantially completed contract of similar size and nature	N/A	N/A	Form EXP 4.2(a)

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Letter of Bid

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

Date: _____

IFB No.: _____

To: MNRE

We, the undersigned, declare that:

(a) We have examined and have no reservations to the bidding documents, including Addenda issued in accordance with ITB 8;

(b) We offer to execute in conformity with the bidding documents the following general services: *Insert a brief description of the general services*;

(c) The total price of our Bidding, excluding any discounts offered in item (d) below is: _____ *insert words and figures;*

(d) The discounts offered and the methodology for their application are: _____; *if none state N/A*;

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

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

(e) Our bid shall be valid for the period of time specified in ITB 18.1, from the date fixed for the bid submission deadline in accordance with ITB 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If price adjustment provisions apply according to the BDS, the prices shall be adjusted accordingly;

(g) If our bid is accepted, we commit to obtain a **Performance Security** in accordance with ITB 43 and GCC 33 for the due performance of the contract;

(h) Our firm, including any subcontractors or contractors for any part of the Contract do not have any conflict of interest according to ITB sub clause 4.5;

(i) Our firm and any associated firm or joint venture party have not been subject to insolvency or bankruptcy or receivership or liquidation proceedings during the immediate past twelve (12) months;

(j) Our firm, its affiliates or subsidiaries—including any subcontractors or contractors for any part of the contract—has not been declared ineligible by the Government of Samoa or the procuring entity under the laws of the Independent State of Samoa;

(k) We are not participating, as a bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.6 other than for alternative offers permitted under ITB 13 of the bidding documents;

(l) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*

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

(m) Our firm, and its principals including any director, officer, manager or supervisor, currently and in the past three years, have not committed criminal offenses involving fraud, corruption or other misconduct signifying unsuitability for participation in any way in the procurement and contracting process;

(n) Our firm, and its principals including any director, officer, manager or supervisor, currently and in the past three years, have not been suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in Samoa or elsewhere;

(o) We certify that we are in good standing with the Government and have paid all taxes, duties, fees and other impositions as may be levied in Samoa prior to the award of contract. We also understand evidence of such certification may be required from the successful bidder prior to award of contract;

(p) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(q) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(r) We understand that you are not bound to accept the lowest responsive bid or any other bid that you may receive. We understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful bid or after the successful bid is accepted if

(i) the bidder presenting the bid is suspended or debarred;

(ii) the procurement is cancelled;

(iii) the bidder presenting the successful bid is excluded on the grounds of corruption, unfair competition or conflict of interest; or

(iv) the procurement, the bid or the bidder contravenes or is otherwise not compliant with the provisions of the laws of the Independent State of Samoa.

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

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

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

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

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

BILL OF QUANTITIES (BoQ)

Household Rubbish Collection Services
Procuring Entity: Ministry of Natural Resources and Environment (MNRE)
Contract Title: Household Rubbish Collection Services
Zone: _____
Contract Duration: One (1) year and eight (8) months

PART A – GENERAL HOUSEHOLD WASTE COLLECTION

Item No.	Description of Services	Unit	Quantity	Rate (SAT$)	Amount (SAT$)
A1	Household general waste collection twice per week, inclusive of all public holidays	Week	104		
A2	Additional household waste collection during Christmas and New Year period (3 weeks – one additional collection per week)	Week	6		
A3	Household general waste collection twice per week, inclusive of all public holidays using vessel	week	104		
A4	Additional household waste collection during Christmas and New Year period (3 weeks – one additional collection per week)using vessel	Week	6		
	Subtotal – General Waste Collection				

Notes:

- Standard service requires **two (2) collections per week** for all households within the assigned Zone.
- During the Christmas and New Year period (three consecutive weeks), service increases to **three (3) collections per week**.
- Rates shall be inclusive of labour, fuel, vehicle operation, maintenance, supervision, and disposal costs.

PART B – BULKY WASTE COLLECTION

Item No.	Description of Services	Unit	Quantity	Rate (SAT$)	Amount (SAT$)
B1	Bulky waste collection using open heavy-duty truck (minimum 10-wheeler)	Collection	4		
B2	Bulky waste collection using vessel)	Collection	4		
	Subtotal – Bulky Waste Collection				

Notes:

- Bulky waste collection shall be undertaken four (4) times per year, or as directed by the Principal.
- Rates shall include loading, transport, and disposal at approved facilities.
- Unit pricing is mandatory to enable performance-based deductions.

PART C – VEHICLES + VESSEL AND GPS REQUIREMENTS

Item No.	Description of Services	Unit	Quantity	Rate (SAT$)	Amount (SAT$)
C1	GPS installation per collection vehicle	Each	_____		
C2	GPS installation for vessel for Zone M/A	Each	_____		
C3	GPS operation, monitoring, and data access	Month	_____		
	Subtotal – GPS Systems				

Notes:

- All collection vehicles must be fitted with GPS tracking systems.
- GPS data must be accessible to the Principal for route verification, service confirmation, and performance monitoring.
-

PART D – SUMMARY OF PRICES

Description	Amount (SAT$)
Subtotal – General Waste Collection (Part A)using compactor	
Subtotal – General Waste Collection (Part A) using vessel	
Subtotal – Bulky Waste Collection (Part B)using compactor	
Subtotal – Bulky Waste Collection (Part B) using vessel	
Subtotal – GPS Systems (Part C) using compactor	
Subtotal – GPS Systems (Part C) using vessel	
Total Contract Price (inclusive of VAGST)	

PART E – GENERAL PRICING CONDITIONS

1. Prices shall be quoted in Samoan Tala (SAT$) and shall be inclusive of VAGST.
2. Prices shall remain fixed for the duration of the Contract, unless otherwise provided in the SCC.

PERFORMANCE DEDUCTION SCHEDULE

1. Missed or Incomplete Collections

Non-Performance Event	Deduction
Missed household collection (per occurrence)	Deduct 100% of the applicable daily service rate
Partial collection (missed streets/areas)	Deduct pro-rata amount based on area not serviced
Failure to complete Christmas/New Year additional collection	Deduct 150% of applicable weekly rate

2. Bulky Waste Collection Failures

Non-Performance Event	Deduction
Failure to conduct scheduled bulky waste collection	Deduct 100% of unit rate per missed collection
Late bulky waste collection (without approval)	Deduct 25% of unit rate per day of delay

3. GPS and Monitoring Non-Compliance

Non-Performance Event	Deduction
Vehicle or vessel operating without functional GPS	Deduct 10% per vehicle per month
Failure to provide GPS data upon request	Deduct 10% per incident
Repeated GPS non-compliance (3 or more instances)	Grounds for contract suspension or termination

4. General Provisions

- Deductions shall be applied against monthly payments.
- GPS data, inspection records, and Principal monitoring reports shall constitute primary evidence.
- Persistent non-performance may result in escalation to contract termination in accordance with the GCC and SCC.

Bid-Securing Declaration

The bidder shall fill in this Form in accordance with the instructions indicated.

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

Bid No.: *number of bidding process*

Alternative No.: *identification No if this is a bid for an alternative*

To: *complete name of procuring entity*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the procuring entity for the period of time of *number of months or years* starting on *date,* if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have materially modified or withdrawn our bid during the period of bid validity specified in the Bid Submission Form; or

(b) do not accept a correction of errors;

(c) having been notified of the acceptance of our bid by the procuring entity during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB 43.

We understand if the Bid Securing Declaration becomes forfeit we will be disqualified from participating in any Government procurement for one year regardless of the source of funding. We understand this Bid Securing Declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us advising the execution of the contract with the successful bidder; or (ii) twenty-eight (28) days after the expiration of our bid.

Signed: *signature of person whose name and capacity are shown* In the capacity of *legal capacity of person signing the Bid Securing Declaration*

Name: *complete name of person signing the Bid Securing Declaration*

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

Dated on _____ day of _____, _____ *date of signing* Corporate Seal (where appropriate)

Note: *In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid*

Technical Proposal Forms

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Site Organization

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

Personnel resourcing

Form PER-1: Proposed Personnel

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

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

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

**As listed in Section III.*

Form PER-2: Resume of Proposed Personnel

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

Summarize professional experience over the last *procuring entity to insert number of years up to a maximum of* 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

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

Equipment

Form EQU

The bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate form shall be prepared, using Bidding Forms EQ-1 that follows, for each item of equipment listed or for alternative equipment proposed by the bidder. For all items of equipment, the bidder should demonstrate ownership or reasonable access to all items of plant and equipment from reputable rental or leasing companies.

A summary list of key equipment should be produced. A satisfactory rating will require clear demarcation of equipment per work team identified in the Site Organisation plan in order to meet the proposed functions, tasks and output of that work team as per the proposed Construction Schedule.

Item of equipment		
Equipment information	**Name of manufacturer: ____**	**Model and power rating: __**
	Capacity: ____	**Year of manufacture: _____**
Current status	**Current location: ___**	
	Details of current commitments: __	
Source	**Indicate source of the equipment** **☐ Owned** **☐ Specially manufactured**	

Schedules and Work-plan

The bidder shall provide a work plan for the main works activities to be undertaken clearly showing their content and duration, phasing and interrelations, milestones (including interim approvals by the procuring entity) and delivery dates of specific tasks/activities of the services taking into account any existing baseline site conditions. The proposed work plan should be consistent with the Method Statement, illustrating and understanding of the procuring entity's requirements and ability to translate these into a feasible work plan. A list of milestones and milestone dates in completing the services should be included.

Satisfactory rating requires a logical and proper sequencing of activities. Provide a detailed bar chart, GANTT chart or PERT/CPM diagram clearly showing all required activities with start and finish dates. A critical path should be clearly demonstrated for multiple but related activities. The schedule must show the completion of all services no later than the Intended Completion Date.

Other
Safety Wears + Back Up Plan

Bidder's Qualification

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

Form ELI-1.1: Bidder Information Form

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

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

Form ELI-1.2: Bidder's JV Information Form

To be completed for each member of Bidder's JV

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

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

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

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

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

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

☐ Contract(s) not performed during the stipulated period, in accordance with Section III, Evaluation and Qualification Criteria, requirement 2.2.1

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

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

☐ There is no pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2

☐ There is pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2. 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: __ Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: __ Status of dispute: _____	

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

☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3.

☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
Insert year	Insert percentage	Contract Identification: *indicate complete contract name, number, and any other identification* Name of Employer: *insert full name* Address of Employer: *insert street/city/country* Matter in dispute: *indicate main issues in dispute* Party who initiated the dispute: *indicate "Employer" or "services provider"* Reason(s) for Litigation and award decision: *indicate main reason(s)*	

Form FIN– 3.1: Financial Situation and Performance

Bidder's Name:

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

1. Sources of Finance

Specify sources of finance to meet the cash flow requirements on general services currently in progress and for future contract commitments.

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

2. Financial documents

The Bidder and its parties shall provide a verification letter from a bank institution for the Ministry to confirm financial capacity of the contractor

☐ Attached are copies of bank statements from the last three (3) years; **OR**

☐ Audited financial statements for the past three (3) years.

Form FIN–3.2: Average Annual General Services Turnover

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

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

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

Form FIN – 3.3: Financial Resources

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

Calculation of Financing Requirement for this Contract:

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

Form CCC

Current Contract Commitments / General Services in Progress

Tenderers and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Principal, contact address/tel/fax	Value of outstanding work (current SAT$ equivalent)	Estimated completion date	Average monthly invoicing over last six (6) months (SAT$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form EXP-4.1: General Services Experience

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

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

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

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

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

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

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

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

Section IV A – Eligible Countries – N/A

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

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

Presently **INELIGIBLE** countries are:

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

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

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

PART 2 – PROCURING ENTITY'S REQUIREMENTS

Section V – Procuring Entity's Requirements

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SCOPE OF GENERAL SERVICES

Collection of waste in ZONES D1, D2, D3
ZONE Fagaloa and ZONE Manono-Tai & Apolima-Tai

Refer to the respective maps for details.

1. COLLECTION SERVICES:

The Contractor must perform the following services:

- ✓ The waste collection services must be carried out **twice a week including public holidays and no less than 2 days in between each collection.**

  The second collection must not be more than 3 days after and not less than 2 days from the first collection day. Refer to maps for details.

- ✓ During the Festive Season; Christmas – New year period, collection must be carried out three (3) times a week **including public holidays and no less than 2 days in between each collection.**

  The second collection must not be more than 3 days after and not less than 2 days from the first collection day.

- ✓ All roads within the zone must be covered in the collection, including additional and new roads as they become commissioned, not yet marked on the map but approved by the principal after inspection.

- ✓ All collected waste must be transported and disposed of at the Tafaigata landfill during opening hours as approved by the Principal.

- ✓ Collect all wastes from households (including rental residences) and approved small business operators, including only those window shops, roadside vendors, mobile food stalls (e.g. BBQs, kekepuaa/kekesaina stalls, etc.) that are located in front of households (window shops) and all schools from their designated bins and platforms. Small business vendors located in front of businesses are not included in this collection.

- ✓ Waste from commercial businesses (including small walk-in shops, etc.) and institutions not approved by the Principal are not covered under this service.

- ✓ Commercial, large-scale businesses and institutions waste not approved by the Principal are not covered under this service.

- ✓ All waste compactors in Upolu and approved waste trucks transporting waste must be weighed at the Tafaigata weighbridge for recording purposes.

- ✓ Open trucks can ONLY be used to replace compactor trucks in poor road condition instances until such roads are fixed/rehabilitated and when the

compactor is mechanically unable to operate. The Contractor must inform the Principal of such instances prior to commencing the Services.

- ✓ All trucks collecting and transporting waste (1 compactor for general waste collection 8 cubic meter + 1 truck 8 to 10 wheeler for bulky waste collection) MUST have GPS installed during the duration of the contract for office monitoring and records). Installation must be done within (two) 2 weeks before the commencement date at the expense of the Contractor. The Services cannot commence without a GPS installed.

- ✓ Bulky waste collection is to be carried our four (4) times per annum for the months of JAN / APRIL / JULY / OCTOBER upon direction from the Principal; Must carry out this collection based on the schedule or as advised by the Principal.

- ✓ Contractors must adhere to the Collection Schedule approved by the Principal and must inform the Principal of any changes of schedule prior to collection days. Failure to adhere to the approved collection schedule may result in payment deductions in accordance with the Contract, and as noted in the Bill of Quantities.

- ✓ Illegal dumping or failure to satisfactorily dispose of waste at designated landfills will result in prosecution and/or termination of Contract.

- ✓ Failure to collect and satisfy conditions of the Contract will incur a deduction of no less than 5% from the monthly payment and as outlined in the Performance Deduction Schedule in the Bill of Quantities.

2. SOLID WASTES TO BE COLLECTED UNDER THIS TENDER:

2.1) General Waste Collection:

- Cardboards, tinfoil and ready-made containers, aerosol cans, newspapers, glass, Plastics – papers and bags, disposable nappies, boxes, packed recyclable materials including discarded utensils, empty plastic bottles, empty cans, cotton, textiles, fabrics, polystyrene packaging etc.;

- Organic Waste well packed in trash bags, including but not limited to kitchen waste and grass clippings.

- Faalavelave Waste (Weddings, Funerals, Birthdays, Communities and Church Concerts and any other Occasions).

2.2) Bulky Waste Collection:

- Each bulky item must not exceed 2 cubic meters **(2x x 1m x 1m)** in size per household per collection. Refer to Annex 2 for details.

- **Electric household appliances**: refrigerator or freezer, vacuum cleaner, washing machine, stove, oven, microwave, television, computer and hi-fi equipment or any other items of the same nature must be free of any soil and general waste.

- **Furniture:** table, chair, box, bed, mattresses, cupboard, sofa, armchair, desk, night table, dresser, garden furniture, or any other items of the same nature, furniture, heating appliances, plumbing fixtures.

- **Heating appliances and plumbing fixtures:** radiator, dismantled boiler, empty hot water tank or oil tank, sink, bathtub, prefabricated shower stall, toilet bowl or any other items of similar nature.

- **Various other items:** bike, baby stroller, baby carriage, ironing board, household, garden, camping or sports items, exercise equipment, mirror, cushion, fan, lamp, grill without the propane tank, or any other items of similar nature.

- **Construction materials:** door, door frame, window, window frame, small quantity of wood materials, bundled or in a box measuring less than 1 cubic metre (35.3 cubic feet) and weighing less than 75 kg (165 lbs), floor covering (rug, carpeting or linoleum), tarpaulin, kitchen or bathroom cabinets or any other items of the same nature free of asbestos contamination.



2.3) Waste Materials not accepted:

- Animal carcasses;

- The Hazardous Wastes such as toxic wastes, chemicals, used oil and others of similar nature;

- End of life vehicles are not included in the bulky collection; and

- Bulky organic waste like tree branches not well packed that may obstruct compactors.

3. COLLECTION/PICK UP POINTS:

- Waste are to be collected from specific collection points designated by the households and approved small businesses. These pick up points can be wooden/iron shelves, containers, wheelie bins or an identified area.

- The Contractor must seek approval from the Principal before refusing to pick up rubbish from a collection point at any given time and day.

- Care must be taken when emptying bins and from platforms so as not to damage any private properties. The Contractor is liable to pay/replace any bins or platform if damaged.

4. OCCUPATIONAL AND HEALTH SAFETY:

The Contractor shall observe all related regulations in regards to the health and safety of its workers. The nature of this service may pose health effects to workers if appropriate measures are not taken. As part of this Contract, the Contractor is responsible for the provision of Personal Protective Equipment (PPE) for its worker at all times of the service. These PPEs include but not be limited to Overalls/Gloves/Goggles/Boots/Vests/Masks.

Approved trucks must have safety beacons and sirens approved by the Principal and installed for safety measures and safe working condition.

5. EQUIPMENT AND RESOURCES REQUIRED:

- Only Ready-made compacted rubbish trucks or Compactors must be used by the contractors with a minimum carrying capacity;
  D1: 2 X8m3 or 4 X4 m3 or 3 X5m3 to perform the collection service
  D2 and D3; 1X8m3 or 2 X4 m3 or 2 X5m3 to perform the collection service
  Fagaloa; 1X10 wheeler Open truck in good condition
  Manono-Tai & Apolima-Tai; 1X8m3 and 1 vessel

- Open trucks can only be used if approved by Principal for general waste collection except for zone Fagaloa.

- Wheelie bins and brooms must be used for the sweeping of scattered wastes as a result of negligent an careless the collection service.

- Bulky Waste: Heavy Open Truck (minimum loading capacity of 20 tonnes) open truck must be used for bulky collection. For all zones

- For Zone Manono-Tai and Apolima-Tai, a Vessel must be owned by the bidder to collect the waste from both islands

7. DURATION OF CONTRACT:

a) The duration of the waste collection services is for one (1) year and eight (8) months.

Section VI – General Conditions of Contract

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GENERAL CONDITIONS OF CONTRACT

1. Definitions/ Interpretation

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

(a) The "**Adjudicator**" is the person appointed jointly by the Principal and the Service Provider to resolve disputes in the first instance, as provided for in GCC clause 49.

(b) "**Activity Schedule**" is the priced and completed list of items of Services to be performed by the Service Provider forming part of their bid.

(c) "**Completion Date**" means the date of completion of the Services by the Service Provider as certified by the Principal.

(d) "**Contract**" means the Contract signed by the Parties and **described in SCC**, to which these General Conditions of Contract ("GCC") are attached, together with all the documents listed in GCC clause 3 of the signed Contract.

(e) "**Contract Price**" means the price to be paid for the performance of the Services, in accordance with GCC clause 40.

(f) "**Dayworks**" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.

(g) "**Principal**" means the party who employs the Service Provider **as described in the SCC**.

(h) "**Foreign Currency**" means any currency other than the currency of the country of the Principal.

(i) "**GCC**" means these General Conditions of Contract.

(j) "**Government**" means the Government of the Independent State of Samoa.

(k) "**Local Currency**" means the currency of the country of the Principal – Samoan Tala (SAT$).

(l) "**Member**" in case the Service Provider consists of a joint venture of

more than one (1) entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity **specified in the SCC** to act on their behalf in exercising all the Service Provider' rights and obligations towards the Principal under this Contract.

(m) "**Month**" means a calendar month.

(n) "**Party**" means the Principal or the Service Provider, as the case may be, and "Parties" means both of them.

(o) "**Personnel**" means persons hired by the Service Provider or by any subcontractor as employees and assigned to the performance of the Services or any part thereof.

(p) "**Service Provider**" is a person or corporate body whose bid to provide the Services has been accepted by the Principal, **as described in the SCC**.

(q) "**Service Provider's Bid**" means the completed tender document submitted by the Service Provider to the Principal.

(r) "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented.

(s) "**Specifications**" means the specifications of the services included in the tender document submitted by the Service Provider to the Principal.

(t) "**Services**" means the work to be performed by the Service Provider pursuant to this Contract, as described in ***Appendix A***; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.

(u) "**Subcontractor**" means any entity to which the Service Provider subcontracts any part of the Services in accordance with GCC clauses 27, 34 and 35.

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

2. Entire Agreement The Contract constitutes the entire agreement between the Principal and the Service Provider and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of this Contract.

3. Contract Documents Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

4. Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

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

For the purposes of this GCC clause 5:

(a) "**corrupt practice**" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6]

(b) "**fraudulent practice**" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(c) "**collusive practice**" is an arrangement between two or more parties[8] designed to achieve an improper purpose, including to influence improperly the actions of another party;

(d) "**coercive practice**" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[9]; and

(e) "**obstructive practice**" is:

(aa) deliberately destroying, falsifying, altering or concealing of

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

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

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

[9] "Party" refers to a participant in the procurement process or contract execution.

evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

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

8. Applicable Law

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

9. Language

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

10. Notices

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

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

12. Authorised Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Principal or the Service Provider may be taken or executed by the officials **specified in the SCC**.

13. Inspection and Audit by the Government The Service Provider shall permit the Principal and its other authorised officers to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Government, if so required by the Government. The Service Provider and its Subcontractors and consultants' attention is drawn to GCC clause 5, which provides, *inter alia*, that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under this GCC clause 13 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Government's prevailing sanctions procedures).

14. Scope of Supply/Services The Services to be supplied shall be as **specified in the SCC** and ***Appendix A***.

15. Taxes and Duties The Service Provider, subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. Where taxes and duties are not included or correctly calculated such shall be confirmed by the Ministry of Customs and Revenue prior to finalisation and signing of the Contract, and such taxes and duties become payable by the Service Provider, subcontractors, and their Personnel as required.

16 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by the Parties or such other later date as may be **stated in the SCC**.

17. Commencement of Program Before commencement of the Services, the Service Provider shall submit to the Principal for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

18. Starting Date The Service Provider shall start carrying out the Services within **thirty (30) days** of the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

19. Intended Completion Date Unless terminated earlier pursuant to GCC clause 22, or the term of the Contract is extended, the Service Provider shall complete the activities by the Intended Completion Date, as **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damages as per GCC clause 30. In this case, the Completion Date will be the date of completion of all activities.

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

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

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

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and

(b) has informed the other Party as soon as possible about the occurrence of such an event.

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

If at any time during performance of the Contract, the Service Provider or its subcontractors should encounter conditions impeding timely delivery of the Services pursuant to GCC clause 14, the Service provider shall

promptly notify the Principal in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Service Provider's notice, the Principal shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by written amendment of the Contract.

Except in case of Force Majeure, as provided under this GCC clause 21, a delay by the Service Provider in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC clause 30, unless an extension of time is agreed upon, pursuant GCC clause 20.

22. Termination

Termination by Principal

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

(a) if Service Provider fails to commence performance of the Contract so as to ensure the due and proper completion of the Contract;

(b) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within **thirty (30) days** after being notified or within any further period as the Principal may have subsequently approved in writing;

(c) if the Service Provider become insolvent or bankrupt. In such event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Principal;

(d) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than **sixty (60) days**; or

(e) if the Service Provider, in the judgment of the Principal has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Where the Principal terminates this Contract or reduces its scope:

(a) the Service Provider upon receiving notice must cease or reduce performance of the Services according to the tenor of the notice and forthwith do everything sensible to mitigate losses;

(b) the Service Provider may submit a claim for compensation and the Principal must pay to the Service Provider such sums as are fair and reasonable in respect of the loss or damage resulting directly from the early termination or reduction in scope of the Services;

(c) the Service Provider will not be entitled to claim compensation in respect of expenditure contrary to this Contract or for loss of anticipated profits; and
(d) the compensation shall not exceed the Contract Price.

In the event the Principal terminates the Contract in whole or in part:
(a) the Principal may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the Service Provider shall be liable to the Principal for any additional costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated;
(b) the Parties shall be relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;
(c) the right of the Principal to recover damages against the Service Provider shall not be affected;
(d) the Service Provider indemnifies the Principal in respect of any loss it may incur in getting the Services from other suppliers; and
(e) where the Principal has made any payment in advance on account of the Contract Price to the Service Provider, the total amount of that payment shall be repaid by the Service Provider to the Principal on termination and, if not repaid shall be recoverable by the Principal from the Service Provider as a debt.

Termination for convenience

The Principal, by notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Principal's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

Termination by Service Provider

The Service Provider may terminate this Contract, by not less than **thirty (30) days'** written notice to the Principal, such notice to be given after the occurrence of any of the events:
(a) if the Principal fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to GCC clause 49 within **forty-five (45) days** after receiving written notice from the Service Provider that such payment is overdue; or
(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less

than **sixty (60) days**.

Suspension of Funding

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

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

Upon termination of this Contract pursuant to GCC clause 22, the Principal shall make the following payments to the Service Provider:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

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

23. Obligations of the Service Provider

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

24. Conflict of Interests and

The remuneration of the Service Provider pursuant to GCC clause 39 shall constitute the Service Provider's sole remuneration in connection

conflicting activities with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

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

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

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
(b) during the term of this Contract, neither the Service Provider nor their subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
(c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

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

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

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

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

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

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

26. Insurance to be Taken Out by the Service Provider

The Service Provider:

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

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

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

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

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

28. Reporting Obligations The Service Provider shall submit to the Principal the reports and documents specified in ***Appendix B*** ("Payment Schedule") in the form, in the numbers, and within the periods set forth in the said Appendix.

29. Documents Prepared by the Service Provider to Be the Property of the Principal All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with the GCC shall become and remain the property of the Principal, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Principal, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

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

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

32. Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Principal's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in GCC clause 47 and **specified in the SCC**.

33. Performance Security The Service Provider shall provide the Performance Security to the Principal no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and in the form of a bank guarantee or surety or any other financial instrument acceptable to the Principal and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until **twenty-eight (28) days** from the Completion Date of the Contract in case of a bank guarantee and such validity period

must be clearly stated in the bank guarantee, and until **one (1) year** from the Completion Date of the Contract in the case of a Performance Bond and such validity period must be clearly stated in the Performance Bond.

34. Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in ***Appendix C***. The Key Personnel and Subcontractors listed by title as well as by name in ***Appendix C*** are approved by the Principal.

35. Removal and/or Replacement of Personnel Except as the Principal may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

If the Principal finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Principal's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Principal.

The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

36. Assistance and Exemptions The Principal shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

37. Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in GCC clause 40(a) or (b), as the case may be.

38. Services and Facilities The Principal shall make available to the Service Provider the Services and Facilities listed in the **SCC**.

39. Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in ***Appendix A***. Except as provided in GCC clause 37, the Contract Price may only be increased above the amounts stated in GCC clause 40 if the Parties have agreed to additional payments in accordance with GCC clauses 20 and 41.

40. Contract Price

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

41. Payment for Additional Services, and Performance Incentive Compensation

For the purpose of determining the remuneration due for additional Services as may be agreed under GCC clause 20, a breakdown of the lumpsum price is provided in ***Appendix B***.

If the **SCC so specifies**, the Service Provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

42. Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilisation, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider has submitted an invoice to the Principal specifying the amount due.

43. Interest on Delayed Payments

If the Principal has delayed payments beyond **fifteen (15) days** after the due date **stated in the SCC**, interest shall be paid to the Service Provider for each day of delay at the rate **stated in the SCC**.

44. Price Adjustment

Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

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

Where:

P_c is the adjustment factor for the portion of the Contract Price

payable in a specific currency "c".
A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and
Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing twenty-eight (28) days before bid opening for labor; both in the specific currency "c".

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

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

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

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

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

The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated under this GCC clause 45.

46. Identifying The principle and modalities of Inspection of the Services by the Principal

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

47. Correction of Defects, and Lack of Performance Penalty

(a) The Principal shall give notice to the Service Provider of any Defects before the end of the Contract or any time after the Contract provided that the defect is a clear result of an omission or act or faulty workmanship of the Service Provider. The Defects liability period shall be extended for as long as Defects remain to be corrected (whether or not the defect was made known to the Service Provider before or after end of the Contract).

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Principal's notice or until the Principal is satisfied that the Defect has been rectified to satisfaction.

(c) If the Service Provider has not corrected a Defect within the time specified in the Principal's notice or to the satisfaction of the Principal, the Principal will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated in accordance with GCC clauses 31 and 32.

48. Compliance with policies, procedures and law

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

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

49. Settlement of Disputes

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

If any dispute arises between the Principal and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within **fourteen (14) days** of the notification of disagreement of one (1) Party to the other.

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

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

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

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

50. Waiver

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

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

to which it is being waived.

51. Indemnity

The Service Provider agrees to indemnify the Principal from and against any:

(a) liability incurred, or any negligent act or omission, by the Service Provider in the performance of the Services;

(b) loss of or damage to property of the Principal caused by the Service Provider, his officers, employees, agents or subcontractors;

(c) loss or expense incurred by the Principal in dealing with any claim against it including legal costs and expenses resulting from any act or omission by the Service Provider, his officers, employees, agents or subcontractors in connection with this Contract;

(d) any breach by the Service Provider of his obligations under this Contract, including any loss or damage attributable to any such breach; and

(e) any use or disclosure by the Service Provider, his officers, employees, agents or subcontractors of Confidential Information held by him or them or controlled by him or them in connection with this Contract.

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

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

52. Assignment and Novation

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

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

53. Security and Access

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

54. Evidence and

The Contract:

Precedence

(a) constitutes the entire agreement between the Parties in this matter; and

(b) supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

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

55. Negation of Employment, Partnership and Agency

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

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

56. Service Provider's Acknowledgement

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

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

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

57. Counterpart

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

SPECIAL CONDITIONS OF CONTRACT

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1(d)	The contract name: ***Household Rubbish Collection Maintenance Services for:*** *i.* ***[INSERT ZONE]***
1(g)	The Principal is: ***Government of the Independent State of Samoa acting by and through the Ministry of Natural Resources and Environment***
1(l)	The Member in Charge is*:* ***Not Applicable***
1(p)	The Service Provider is:
10	The addresses are: Principal: ***Ministry of Natural Resources and Environment*** Attention: ***Acting Chief Executive Officer*** Address: ***Level 3, Tui Atua Tupua Tamasese Efi Building*** Landline Telephone: ***(685) 67200*** Email: ceo@mnre.gov.ws Service Provider: Attention: Address: Telephone: ***(685)*** Email:
12	The Authorised Representatives are: For the Principal: ***ACEO Waste Management & Pollution Control Division*** For the Service Provider: ***(Director)***
14	The scope of Services are: ***Rubbish Collection Maintenance Services as specified in Appendix A***
16	The date on which this Contract shall come into effect is: ***Date of execution***
18	The Starting Date for the commencement of Services is:
19	The Intended Completion Date is:
22	The due date for sums due to the Service Provider is: ***thirty (30) days from when an invoice or a claim for payment is submitted to the Principal***
24	Activities prohibited after termination of this Contract are: ***Not Applicable***
26(a)	The risks and coverage by insurance shall be: (i) ***Public Liability Cleaning:***
27(d)	The other actions are: ***Any other activities outside of the Scope of Services under this Contract***.
29	Future use of documents prepared by the service provider are subject to the

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	prior approval of the Principal and such use may be permitted by the Principal according to confidentiality level, need to know & must know according to OHS, emergency response to fire and natural disasters, environmental due diligence requirements and any other sufficient cause approved by the Principal.
30	The liquidated damages rate is: ***zero-point one percent (0.1%) per day***. The maximum amount of liquidated damages for the whole contract is: ***ten percent (10%) of the Contract Price.***
32	The percentage to be used for the calculation of lack of performance penalty(ies) is: ***rectification cost of ten percent (10%)***.
36	In accordance with the laws of the Independent State of Samoa, the assistance and exemptions provided to the Service Provider are: ***Not Applicable***
38	The Services and Facilities are: ***Not Applicable***
40(a)	The amount in local currency is: ***(SAT $) inclusive of VAGST and subject to Withholding Tax for a period of two (2) years.***
40(b)	The amount in foreign currency or currencies is: ***Not Applicable***
41	The performance incentive paid to the Service Provider shall be: ***Not Applicable***
42	Payments shall be made according to the following schedule: ***Payment shall be made monthly upon receipt by the Principal of an invoice from the Service Provider at the end of each month during the term of the Contract.***
43	Payment shall be made within **fifteen (15) days** of receipt of the Service Provider's invoice. The interest rate is: ***Based on the daily rate as advised by the Ministry of Finance***.
44	Price adjustment is ***Not Applicable***.
46	The principle and modalities of inspection of the Services by the Principal are as follows: ***Not Applicable.*** The Defects Liability Period is: ***Not Applicable.***
49	The Adjudicator is ***a Licensed Mediator under the Association of Mediators in Samoa*** who will be paid a rate of ***SAT $200.00*** per hour of work. The following reimbursable expenses are recognised: ***Not Applicable***. The arbitration procedures of the Independent State of Samoa will be used. The designated Appointing Authority for a new Adjudicator is the: ***Mediation Council established under the Alternative Dispute Resolution Act 2007.***

APPENDICES

AMEND FOLLOWING SCHEDULE FOR SPECIFIC PROJECT/ CONTRACT CONTEXT

1. Appendix A – Description of Services

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

2. Appendix B - Schedule of Payments

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

3. Appendix C – Key Personnel and Subcontractors

Insert data from biding Forms Section IV: Proposed Personnel

a. *C1 - provide titles, names, job titles, detailed job description and current professional & trade qualifications to be assigned for work and staff months for each*

b. *C2 – personnel working outside the Independent State of Samoa: not applicable*

c. *C3 – insert list of approved local subcontractors and subcontractors, resulting from equal opportunity, fair and transparent selection processes. Provide names, positions and qualifications for key personnel*

4. Breakdown of Price in Foreign Currencies

5. Breakdown of Price in Local Currencies

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

Managers & Sub Managers
Technicians and Tradesmen
Office Staff
Maintenance & Janitorial Labour
Equipment Hire
Office Supplies & Services
Cleaning and other maintenance materials

Section VIII – Contract Forms

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

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Bank Guarantee for Advance Payment 101

On letterhead paper of the Principal

Letter of Acceptance

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

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

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

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

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

Choose one of the following statements:

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

Or

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

Contract Agreement

BETWEEN: **THE GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA** acting by and through the **MINISTER** responsible for the **MINISTRY OF NATURAL RESOURCES AND ENVIRONMENT**, **HONOURABLE ALE VENA ALE**, having its principal place of business at the Tui Atua Tupua Tamasese Efi Building, Sogi, Apia, Samoa ("Principal");

AND **INSERT NAME OF SERVICES PROVIDER** duly incorporated, whose place of business is at Insert place ("the Service Provider");

(collectively referred to as "the Parties").

WHEREAS:

A. The Principal is desirous for the Service Provider to execute the ***Rubbish Collection Maintenance Services*** ("the Services");

B. The Principal has accepted a bid by the Service Provider for the execution and completion of the Services in accordance with the terms and conditions set out in this Contract; and

C. The Service Provider agrees to carry out the Services at the agreed price as set out in this Contract and in accordance with the terms and conditions of this Contract.

NOW THEREFORE the Parties agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to, and they shall be deemed to form and be read and construed as part of this Contract.

2. In consideration of the payments to be made by the Principal to the Services Provider as hereinafter mentioned, the Service Provider covenants with the Principal to execute and complete the Services and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Principal covenants to pay the Service Provider in the amount not exceeding ***INSERT CONTRACT PRICE IN WORDS (INSERT CONTRACT PRICE IN FIGURES)*** *inclusive of VAGST and subject to withholding tax* ("Contract Price") in consideration of the execution and completion of the Services in full compliance and in accordance with the terms and conditions of this Contract including but not limited to the remedying defects. The Contract Price has been established based on the understanding that it includes the Service Provider's costs as well as any tax obligations that may be imposed on the Service Provider. Despite where any applicable tax is not included in the Contract Price, such are payable by

the Service Provider where required by the laws of the Independent State of Samoa (and confirmed by the Ministry of Customs and Revenue).

4. The documents forming the Contract shall comprise the following and be interpreted in the following order of priority.
   (a) Contract Agreement;
   (b) the Letter of Acceptance;
   (c) Special Conditions of Contract ("SCC");
   (d) General Conditions of Contract ("GCC");
   (e) Appendix A – Description of Services;
   (f) Appendix B – Payment Schedule;
   (g) Appendix C – Key Personnel and Subcontractors;
   (h) Appendix D – Performance Security;
   (i) Appendix E – Insurance Policy; and
   (j) Appendix F – Service Provider's Bid.
   (k) any other documents listed in the **SCC** to form part of the Contract.

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

EXECUTED by the **HONOURABLE**)
ALE VENA ALE, **MINISTER** for the)
MINISTRY OF NATURAL RESOURCES)
AND ENVIRONMENT, for and on behalf)
of the **GOVERNMENT OF THE**) ……
INDEPENDENT STATE OF SAMOA)

In the presence of:)

…….

(Witness Name & Signature)

……..

(Witness Designation)

EXECUTED by insert details **FOR THE** insert,)

for and on behalf of the **INSERT SERVICE PROVIDER**) .....

in the presence of:)

.....

Director

.....

(Director/Secretary)

Performance Security

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

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

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

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

Beneficiary: *insert complete name of Principal*

PERFORMANCE GUARANTEE No.: *insert Performance Guarantee number*

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

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

At the request of the services provider, we as guarantor, hereby irrevocably undertake to pay you any sum(s) not exceeding *insert amount(s)*[10] *in figures and words* upon receipt by us of your first demand in writing declaring the services provider to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *insert number* day of *insert month, insert year*[11] and any demand for payment under it must be received by us at this office on or before that date.

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

……

Authorised Signatures for Bank and services provider

Bank Guarantee for Advance Payment

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

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

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

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

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

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

Beneficiary: *insert legal name and address of Principal*

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

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

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

At the request of the services provider, we as guarantor hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *insert amount(s)*[12] *in figures and words* upon receipt by us of your first demand in writing declaring that the services provider is in breach of its obligation under the Contract because the services provider used the advance payment for purposes other than toward delivery of the general services.

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

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the services provider under the Contract until *insert date*[13].

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

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Authorised Signatures for Bank and services provider

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

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