



**Ia Ao Samoa
National University of Samoa**

TENDER DOCUMENT FOR:

**THE SITE CLEARANCE AND
PREPARATION FOR THE FACULTY OF
HEALTH SCIENCE BUILDING**

LEPAPAIGALAGALA CAMPUS

TENDER DOCUMENT

TENDER DOCUMENT

TABLE OF CONTENTS

SECTION 1: INSTRUCTION TO BIDDERS

- A. GENERAL
- B. BIDDING DOCUMENTS
- C. PREPARATION OF BIDS
- D. SUBMISSION OF BIDS
- E. BID OPENING AND EVALUATION
- F. AWARD OF CONTRACT
- G. BIDDING DATA

SECTION 2: BID FORM

- 2.1 OFFER LETTER (CONTRACTOR' BID)
- 2.2 LETTER OF ACCEPTANCE
- 2.2 INFORMATION OF PREVIOUS AND CURRENT PROJECT
- 2.3 BIDS SECURITY FORM

SECTION 3: GENERAL CONDITION OF CONTRACT

- A. GENERAL
- B. TIME CONTROL
- C. QUALITY CONTROL
- D. COST CONTROL
- F. FINISHING THE CONTRACT

SECTION 4: SPECIAL CONDITION

SECTION 5: CONTRACT AGREEMENT

SECTION 6: SCHEDULE OF PAYMENTS

ANNEX 1: TERMS OF REFERENCE (SPECIFICATION & SITE PLAN)

ANNEX 2: ADVERTISEMENT

TENDER DOCUMENT

SECTION 1. INSTRUCTION TO BIDDERS

A. GENERAL

1. Scope of bid
2. Source of funds
3. Eligible bidder
4. Qualification of bidder
5. One bid per bidder
6. Cost of bidding
7. Site visit
- 7.1 Power and Water Supply

B. BIDDING DOCUMENT

8. Content of bidding document
9. Clarification of bidding document
10. Amendment of bidding document

C. PREPARATION OF BIDS

11. Language of Bids
12. Document comprising the Bid
13. Bid prices
14. Currencies of Bid prices and payment
15. Bid validity
16. Bid security
17. Alternative proposal by Bidders
18. Format and signing of Bids

D. SUBMISSION OF BIDS

19. Sealing and marking of Bids
20. Deadline for submission of Bids
21. Late Bids
22. Modification and withdrawal Bids

E. BID OPENING AND EVALUATION

23. Bid opening
24. Process to be confidential
25. Clarification of Bids and contacting the employer
26. Examination of Bids and Determination of Responsiveness
27. Correction of Errors
28. Currency for Bid Evaluation
29. Evaluation and Comparison of Bids

F. AWARD OF CONTRACT

30. Award criteria
31. Employers right to accept any Bid and to reject any or all Bids
32. Notification of Awards and Signing of Agreement
33. Performance Security

TENDER DOCUMENT

A. GENERAL

1. *Scope of Bid*

- 1.1. The Client as defined in the Contract Data invites bids for Construction of Works, as described in the Contract Data;
- 1.2. The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Contract Data.

2. *Source of Funds*

- 2.1. National University of Samoa

3. *Eligible Bidders*

- 3.1. This Invitation for Bids is open to suitably graded Samoan local bidders;
- 3.2. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Client to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to bid.

4. *Qualification of the Bidders*

- 4.1. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary;
- 4.2. In the event that pre-qualification [e.g. Via Registration and Grading] of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original pre-qualification

applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section 2 - Qualification Information;

- 4.3. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bidding Data:

- (a) The Bid shall include all the information listed in Sub- Clause 4.2 above for each joint venture partner;
- (b) The Bid shall be signed so as to be legally binding on, all partners;
- (c) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5. *One Bid per Bidder*

- 5.1. Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. *Cost of Bidding*

TENDER DOCUMENT

- 6.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Client will in no case be responsible or liable for those costs.

7. *Site Visit*

The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The cost of

visiting the Site shall be at the Bidder's own expense.

7.1. Power and Water Supply

Power and water supply are available on site and if the contractor shall wish to use any of these services provided by the principal, it will be compensated according to the amount/volume being utilized by the contractor and approved by the Engineer. Or the contractor shall provide under his own expenses power and water supply and shall include in the tender price.

B. BIDDING DOCUMENTS

8. *Content of Bidding Documents*

- 8.1. The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

Section 1: Instruction to Bidders

Section 2: Forms of Bid

Section 3: General Conditions of Contract

Section 4: Special Conditions of Contract

Section 5: TOR (Specifications, Drawing)

Section 6: Contract Agreement

Section 7: Schedule of Prices

Section 8: Forms of Securities

- 8.2. The number of copies to be completed and returned with the Bid is specified in the Bidding Data.

9. *Clarification of Bidding Documents*

- 9.1. A prospective Bidder requiring any clarification of the bidding documents may notify the Client in writing or by cable ("cable" includes telex and e-mail) at the Client's address indicated in the invitation to bid. The Client will respond to any request for clarification received earlier than 3 days prior to the deadline for submission of bids;

- 9.2. Copies of the Client's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

10. *Amendment of Bidding Documents*

- 10.1. Before the deadline for submission of bids, the Client may modify the bidding documents by issuing addendum;
- 10.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Client;
- 10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Client shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

TENDER DOCUMENT

C. PREPARATION OF BIDS

11. *Language of Bid*

- 11.1. All documents relating to the Bid shall be in the language specified in the Contract Data.

information required under the Contract Data and the Conditions of Contract.

12. *Documents comprising the Bid*

- 12.1. The Bid submitted by the Bidder shall comprise the following:
- (a) The Bid (in the format indicated in Section 2);
 - (b) Bid Security;
 - (c) Schedule of Prices
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as specifies in the Bidding Data.

14. *Currencies of Bid and Payment*

- 14.1. The unit rates and prices shall be quoted by the Bidder entirely in Samoan Tala.

15. *Bid Validity*

- 15.1. Bids shall remain valid for the period specified in the Bidding Data;
- 15.2. In exceptional circumstances, the Client may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects;
- 15.3. In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 30 days, the amounts payable to the Bidder selected for award, shall be increased by applying the factors specified in the request for extension, for the period of delay beyond 30 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

13. *Bid Prices*

- 13.1. The Contract shall be for the whole Works, as described in Sub-Clause 1.1, based on the price of the work submitted by the Bidder;
- 13.2. The Bidder shall fill in the prices for all items of the works described in the Schedule of Prices. Items for which no price is entered by the Bidder will not be paid for by the Client when executed and shall be deemed covered by the other rates and prices in the Schedule of Prices;
- 13.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder;
- 13.4. The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in the Bidding and Contract Data and the provisions of the Conditions of Contract. The Bidder shall submit with the Bid all the

16. *Bid Security*

- 16.1. The Bidder shall furnish, as part of the Bid, a Bid Security in local currency, in the amount specified in the Bidding Data;

TENDER DOCUMENT

- 16.2. The Bid Security shall, at the Bidder's option, be in the form of a certified check, bank draft, letter of credit, or a bank guarantee from a reputable bank located in Samoa. The format for a bank guarantee Bid Security shall be as included in Section 8 or another form acceptable to the Client. Bid Security shall be valid for 28 days beyond the validity of the Bid;
- 16.3. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Client. The Bid Security of a joint venture must define as "bidder" all joint venture partners and list them in the following manner: a joint venture consisting of "_____", "_____", and "_____";
- 16.4. The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub- Clause 15.1;
- 16.5. The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security;
- 16.6. The Bid Security may be forfeited:
 - (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
 - (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - 1.1. Sign the Agreement; or
 - 1.2. Furnish the required Performance Security.

17. *Alternative Proposal by Bidders*

- 17.1. Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical

design as indicated in the drawings and specifications. Alternatives will be considered specifically allowed in the Bidding Data. If so allowed, Sub-Clause 17.2 shall govern;

- 17.2. If so allowed in the Bidding Data, bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a Bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Client, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Client.

18. *Format and Signing of Bid*

- 18.1. The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the Bidding Data, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail;
- 18.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialed by the

TENDER DOCUMENT

- person or persons signing the Bid;
- 18.3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the

Client, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

19. *Sealing and Marking of Bids*

- 19.1. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES"
- 19.2. The inner and outer envelopes shall:
- (a) Be addressed to the Client at the address provided in the Bidding Data;
 - (b) Bear the name of the Contract as defined in the Bidding and Contract Data; and
 - (c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data
- 19.3. In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21;
- 19.4. If the outer envelope is not sealed and marked as above, the Client will assume no responsibility for the misplacement or premature opening of the Bid;
- 19.5. Electronic bids are not accepted.

20. *Deadline for Submission of Bids*

- 20.1. Bids shall be delivered to the Client at the address specified above no later than the time and the date specified in the Bidding Data.
- 20.2. The Client may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and

obligations of the Client and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. *Late Bids*

- 21.1. Any Bid received by the Client after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

22. *Modification and Withdrawal of Bids*

- 22.1. Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20;
- 22.2. Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate;
- 22.3. No Bid may be modified after the deadline for submission of Bids.
- 22.4. Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.
- 22.5. Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

TENDER DOCUMENT

E. BID OPENING AND EVALUATION

23. *Bid Opening*

- 23.1. The Client will open the bids, including modifications made pursuant to Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the Bidding Data;
- 23.2. Envelopes marked "WITHDRAWAL," shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened;
- 23.3. The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (in alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Client may consider appropriate, will be announced by the Client at the opening.

24. *Process to Be Confidential*

- 24.1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Client's processing of bids or award decisions may result in the rejection of his Bid.

25. *Clarification of Bids and contacting the employer*

- 25.1. To assist in the examination, evaluation, and comparison of bids, the Client may, at the client's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of prices in the Activity Schedule. The request for clarification and the

response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27;

- 25.2. From the time of bid opening to the time of contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing;

- 25.3. Any effort by the Bidder to influence the Client in the Client's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26. *Examination of Bids and Determination of Responsiveness*

- 26.1. Prior to the detailed evaluation of bids, the Employer will determine whether each Bid
 - (a) Meets the eligibility criteria defined in Clause 3;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required securities; and
 - (d) Is substantially responsive to the requirements of the bidding documents.

- 26.2. A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one;

- (a) Which affects any substantial way the scope, quality, or performance of the Works;
- (b) Which limits in any substantial way, inconsistent with the bidding documents, the Client's rights or the Bidder's obligations under the contract; or

TENDER DOCUMENT

- (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. If a Bid is not substantially responsive, it will be rejected by the Client, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. *Correction of Errors*

27.1. Bids determined to be substantially responsive will be checked by the Client for any arithmetic errors. Errors will be corrected by the Client as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Client there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

27.2. The amount stated in the Bid will be adjusted by the Client in accordance with the above procedure for the correction of errors and, with concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the

corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).

28. *Currency for Bid Evaluation*

28.1. Bids will be evaluated as quoted in the currency of the Client's country.

29. *Evaluation and Comparison of Bids*

29.1. The Client will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26;

29.2. In evaluating the bids, the client will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) Making any correction for errors pursuant to Clause 27
- (b) Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and
- (c) Making appropriate adjustments to reflect discounts other price modifications offered in accordance with Sub-Clause 22.5

29.3. The Client reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the client will not be taken into account in Bid evaluation.

F. AWARD OF CONTRACT

30. *Award Criteria*

30.1. Subject to Clause 32, the Client will award the Contract to the Bidder whose Bid has been

determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated

TENDER DOCUMENT

Bid price, provided that such Bidder has been determined to be:

- (a) Eligible in accordance with the provisions of Clause 3, and
- (b) Qualified in accordance with the provisions of Clause 4.

31. *Employer's Right to accept any Bid and to reject any of all Bids*

- 31.1. Notwithstanding Clause 31, the Client reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Client's action.

32. *Notification of Award and Signing of Agreement*

- 32.1. The Bidder whose Bid has been accepted will be notified of the award by the Client prior to expiration of the Bid validity period by a cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Client will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price")
- 32.2. The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance

Security in accordance with Clause 34 and signing the Agreement in accordance with Sub-Clause 32.3

- 32.3. The Agreement will incorporate all agreements between the client and the successful Bidder. It will be signed by the client and sent to the successful Bidder, within 28 days following the modification of award along with the Letter of Acceptance within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Client

- 32.4. Upon the furnishing by the successful Bidder of the performance Security, the Client will promptly notify the other bidders that their bids have been unsuccessful.

33. *Performance Security*

- 33.1. Within 21 days after receipt of the Letter of Acceptance the successful Bidder shall deliver to the Employer a Performance Security in the amount stipulated in the Contract Data and in the form stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in Accordance with the Conditions of Contract;
- 33.2. If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a bank located in Samoa;
- 33.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

TENDER DOCUMENT

G. BIDDING DATA

ITB Clause Reference	A. General
ITB 1.1	The Employer/Client is: National University of Samoa.
	B. Contents of Bidding Documents
ITB 9.1	<p>Deadline for Bid's Clarification Questions:</p> <p>For Clarification of bid purposes only, the principal's address is:</p> <p>Attention: Tuala Amerika Siale Director Planning, Safety, Maintenance National University of Samoa Lepapaigalagala</p> <p>Number: 20072 ext. 185 E-mail address: a.siale@nus.edu.ws</p>
	C. Preparation of Bids
ITB 11.1	The language of the bid is: English.
ITB 12.1	<p>The Bid submitted by the Bidder shall comprised of the following;</p> <ul style="list-style-type: none"> (a) The Bid (in the format indicated in Section 2) (b) Bid Security; (c) Qualification Information Form and Documents; (d) Valid business license <p>Alternative offers where invited and any other materials required to be completed and submitted by bidders, as specifies in the Bidding Data</p>
ITB 14.1	The Bidder is required to quote in the currency of the Client's country: Samoan Tala (SAT\$)
ITB 15.1	The bid validity period shall be 90 days .
ITB 16.1	<p>A Bid Security to the value of One Thousand tala (\$1,000.00), is required to be submitted as part of the bid</p> <p>The Bid Security shall, at the Bidder's option, be in the form of a certified check, bank draft, letter of credit, or a bank guarantee from a reputable bank located in Samoa. The format for a bank guarantee Bid Security shall be as included in Section 8 or another form acceptable to the Client. Bid Security shall be valid for 28 days beyond the validity of the Bid.</p> <p>Any bid not accompanied by an acceptable Bid Security shall be rejected by the Client. The Bid Security of a joint venture must define as "bidder" all joint venture partners and list them in the following manner: a joint venture consisting of "_____", "_____", and "_____".</p> <p>The Bid Security of unsuccessful bidders will be returned within 28 days of the</p>

TENDER DOCUMENT

	<p>end of the Bid validity period specified in Sub- Clause 15.1.</p> <p>The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.</p>
ITB 18	In addition to the original of the bid, the number of copies is: Three (3) hard copies.
	D. Submission Bids
ITB 19.1	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p style="text-align: center;">“SITE CLEARANCE AND PREPARATION FOR THE FACULTY OF HEALTH SCIENCE BUILDING”</p>
ITB 19.2	<p>For bid submission purposes, the Principal’s address is:</p> <p style="text-align: center;">The Secretary, Tenders Board Level 4 Central Bank Building of Samoa, Beach Road Apia</p> <p>Country: SAMOA</p> <p>The deadline for the submission of bids is:</p> <p>Date: 2 February 2026</p> <p>Time: 11:00am</p>
ITB 19.5	Bidders shall not have the option of submitting their bids electronically.
	E. Bid Opening and Evaluation
ITB 26.2	A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Client’s rights or the Bidder’s obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids
ITB 28	Bids will be evaluated as quoted in the currency of the Client’s country.
	F. Award of Contract
ITB 31.1	Notwithstanding Clause 31, the Client reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without hereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Client’s action.

TENDER DOCUMENT

SECTION 2. BID FORMS

Contents

2.1 Contractor's Bid

2.2 Qualification Information

2.2.1 Information of previous and current project

2.2.2 List of Plant/equipment

2.2.3 Valid Business License

2.3 Bid Security Form

2.1 *Contractor's Bid*

(Date)

To: (name and address of Client)

We offer to execute the "The Site Clearance of 13940 square meters" parcel of land for building construction work" in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of (amount in numbers), (amount in words) (name of currency)

The Contract shall be paid in Samoan Tala

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that:

We have visited the site of the Works

This Bid complies with the Bid Validity required by the bidding documents and specified in the Bidding data.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Common Seal of Contractor:

TENDER DOCUMENT

2.2 Qualification Information

2.2.1 List details of work under way or committed, including expected completion date.

No	Project Name and Country	Name of Client and contact person	Type of work performed and year of completion	Value of contract (tala)

2.2.2 Valid Business License

2.2.3 List of Plants (machineries, tools, equipment)

2.3 Bid Security (Bank Guarantee)

Whereas, (name of Bidder) (hereinafter called “the Bidder”) has submitted his Bid dated (date) for the construction of (name of contract) (hereinafter called “the Bid”).

Know all people by these presents that we (name of Bank) of (name of country) having our registered office at (address) (hereinafter called “the Bank”) are bound unto (name of Client) (hereinafter called “the Client”) in the sum of (amount) for which payment well and truly to be made to the said Client, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this (day) day of (month), (year).

The condition of this obligation are:

1. If, after Bid opening, the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
2. If the bidder having been notified of the acceptance of his Bid by the client during the period of Bid validity:
 - a) fails or refuses to execute the form of agreement in accordance with the Instruction to bidders, if required; or
 - b) fails or refuse to furnish the Performance security, in accordance with the Instruction to Bidders; or
 - c) does not accept the correction of the Bid Price pursuant to Clause 27,

we undertake to pay the Client up to the above amount upon receipt of his first written demand, without the client's having to substantiate his demand, provided that in his demand the client will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying that occurred condition or conditions.

TENDER DOCUMENT

SECTION 3. GENERAL CONDITIONS OF CONTRACT

Table of Clauses

A. General.....	18 - 21
1. Definitions	
2. Interpretation	
3. Language and Law	
4. Project Manager's Decisions	
5. Delegation	
6. Communications	
7. Subcontracting	
8. Other Contractors	
9. Personnel	
10. Client's and Contractor's Risks	
11. Client's Risks	
12. Contractor's Risks	
13. Insurance	
14. Site Investigation Reports	
15. Safety	
16. Possession of the Site	
17. Disputes	
18. Procedure for Disputes	
B. Time Control.....	21 - 22
19. Program	
20. Extension of the Intended Completion Date	
21. Management Meetings	
22. Early Warning	
C. Quality Control.....	22 - 23
23. Tests	
24. Correction of Defects	
25. Uncorrected Defects	
D. Cost Control.....	23 - 26
26. Bill of Quantities	
27. Changes in the Quantities	
28. Variations	
29. Payments for Variations	
30. Payments Certification	
31. Payments	
32. Compensation Events	
33. Retention	
34. Liquidated Damages	
35. Performance Security	
36. Dayworks	
37. Price Adjustment	
E. Finishing the Contract.....	26 - 28
38. Completion	
39. Taking Over	
40. Final Account	
41. Termination	
42. Payment upon Termination	
43. Property upon Termination	

TENDER DOCUMENT

A. GENERAL

1. *Definitions*

Client	The Client is party who employs the Contractor to carry out the Works.
Compensation Events	Compensation Events are those defined in Clause 32 Hereunder
Completion Date	The Completion Date is the date of completion of the Works as certified by the Project Manager in accordance with Clause 38.
Contract	The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3 below.
Contractor	The Contractor is the person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
Contractor's Bid	The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
Contract Price	The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days	Days are calendar day; months are calendar months.
Defect	A Defect is any part of the Works not completed in accordance with the Contract.
Defects Liability Certificate	The Defects Liability Certificate is the certificate issued by the Project Manager upon correction of defects by the Contractor.
Defects Liability Period	The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.
Drawings	Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
Equipment	Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
Initial Contract Price	The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
Intended Completion Date	The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Project Manager by issuing and extension of time or an acceleration order.
Materials	Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
Plant	Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

TENDER DOCUMENT

Project Manager (Engineer) The Project Manager (Engineer) is the person named in the Contract Data (or any other competent person appointed by the Client and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

Site The Site is the area defined as such in the Contract Data.

Site Investigation Reports Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

Specification Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

Start Date The Start Date is given in the Contract Data. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

Subcontractor A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

Table of Price Table of Price means the priced of materials and labor forming part of the Bid.

Temporary Works Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

Variation A Variation is an instruction given by the Project Manager that varies the Works.

Works The Works are what the Contract requires the Contractor to construct, install, and turn over to the client, as defined in the contract Data.

2. Interpretation

2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the English language Contract unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract;

2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the

Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works);

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement
- (b) Letter of Acceptance,
- (c) Contract Data
- (d) Conditions of Contract
- (e) Contractor's Bid
- (f) Terms of Reference (Specifications and Schematic Drawings)
- (g) Bill of Quantities Prices.
- (h) Schedule of Payments

TENDER DOCUMENT

3. *Language and Law*

3.1. The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. *Project Manager's Decisions*

4.1. Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Client and the Contractor in the role representing the Client.

5. *Delegation*

5.1. The Project Manager may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. *Communications*

6.1. Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. *Subcontracting*

7.1. The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Client in writing. Sub-Contracting shall not alter the Contractor's obligations.

8. *Other Contractors*

8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Client between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Client may modify the Schedule of Other Contractors, and shall modify the Contractor of any such modification.

9. *Personnel*

9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Contract Data, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule;

9.2. The Contractor shall have on site at all times a competent representative authorized to receive all proper instructions issued by the Project Manager.

10. *Client's and Contractor's Risks*

10.1. The Client carries the risks that this Contract states are Client's risks, and the Contractor carries the risk that this Contract states are Contractor's risks.

11. *Client's Risks*

11.1. From the Start Date until the Defects Correction Certificate has been issued, the following are Client's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

i. Use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works; or

ii. Negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a

TENDER DOCUMENT

fault of the Client or in the Employer's design.

- 11.2. From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant and Materials in a Client's risk, except loss or damage due to

- (a) A defect which existed on the Completion Date;
- (b) The activities of the Contractor on the Site after the Completion Date

12. Contractor's Risks

- 12.1. From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and equipment) which are not Client's risks are Contractor's risks.

13. Insurance

- 13.1. The Contractor shall provide, in the joint names of the Client and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- (a) Contractor's All Risk
 - (b) Public Liability
 - (c) Client's Liability
- 13.2. Policies and certificates for insurance shall be delivered by the Contractor, to the Project Manager for the Project

Manager's approval before the Start Date.

14. Site Investigation Reports

- 14.1. The Contractor in preparing the Bid, shall rely on any Site Investigation Reports referred to in the Special Conditions of Contract, supplemented by any information available to the Bidder.

15. Safety

- 15.1. The Contractor shall be responsible for the safety of all activities on the Site.

16. Possession of the Site

- 16.1. The Client shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Client will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

17. Disputes

- 17.1. If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to Arbitration within 14 days of the notification of the Project Manager's decision.

18. Procedure for Disputes

- 18.1. Arbitration shall be conducted in accordance with the procedure of the Arbitration Act 1976, of Samoa.

B. TIME CONTROL

19. Program

- 19.1. Within the time stated in the Contract Data, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order,

and timing for all the activities in the Works;

- 19.2. The Contractor shall update the Program when requested and submit it to the Project Manager showing the effect of

TENDER DOCUMENT

Variations and Compensation Events.

20. *Extension of the Intended Completion Date*

- 20.1. The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost;
- 20.2. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

21. *Management Meetings*

- 21.1. Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in

accordance with the early warning procedure;

- 21.2. The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Client. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

22. *Early Warnings*

- 22.1. The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor, as soon as reasonably possible;
- 22.2. The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. QUALITY CONTROL

23. *Tests*

- 23.1. If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no

Defect, the test shall be a Compensation Event.

24. *Correction of Defects*

- 24.1. The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract Data.

TENDER DOCUMENT

- The Defects Liability Period shall be extended for as long as Defects remain to be corrected;
- 24.2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

25. *Uncorrected Defects*

D. COST CONTROL

26. *Schedule of Prices*

- 26.1. The Schedule of Prices shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor;
- 26.2. The Schedule of Prices is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Schedule of Prices for each item.

27. *Changes in the Quantities*

- 27.1. If the final price of the work done differs from the price in the schedule of Prices for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change;
- 27.2. The Project Manager shall not adjust rates from changes in prices if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Client;
- 27.3. If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Schedule of Prices.

28. *Variations*

- 28.1. All Variation shall be included in updated Programs produced by the Contractor.

- 25.1. If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager will either assess the cost of having the Defect corrected, and the Contractor will pay this amount or will get others to do the work and deduct their payment from monies due to the Contractor.

29. *Payments for Variations*

- 29.1. The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered;
- 29.2. If the work in the Variation corresponds with an item description in the Schedule of Prices and if, in the opinion of the Project Manager, the price of work above the limit stated in Sub-Clause 27.1 or the timing of its execution do not cause the cost per unity of quantity to change, the rate in the Schedule of Prices shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the schedule of Prices, the quotation by the Contractor shall be in the form of new rates for the relevant items of work;
- 29.3. If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the

TENDER DOCUMENT

effects of the Variation on the Contractor's costs;

29.4. If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event;

29.5. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

30. *Payment Certificates*

30.1. The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the simulative amount certifies previously;

30.2. The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor;

30.3. The Project Manager may exclude any item certifies in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

31. *Payments*

31.1. Payments shall be adjusted for deductions for retention. The Client shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing;

31.2. If an amount certified is increased in a later certificate or as a result of an award by an

Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute;

31.3. Items of the Works for which no rate or price has been entered in will not be paid for by the client and shall be deemed covered by other rates and prices in the Contract.

32. *Compensation Events*

32.1. The following shall be Compensation Events:

(a) The Client does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Client modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Project Manager unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site

TENDER DOCUMENT

Investigation Reports), from information available publicly and from a visual inspection of the Site.

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Client, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Client does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - (i) The effects on the Contractor of any of the Client's Risks
 - (j) The Project Manager unreasonably delays issuing a Certificate of Completion.
 - (k) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.
- 32.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended;
- 32.3. As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and

the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event;

- 32.4. The Contractor shall not be entitled to compensation to the extent that the Client's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with Project Manager.

33. *Retention*

- 33.1. The Client shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works;
- 33.2. On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

34. *Liquidated Damages*

- 34.1. The Contractor shall pay liquidated damages to the Client at the rate per day stated in the Contract Data 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 Contract Data. The Client may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

TENDER DOCUMENT

35. *Performance Security*

- 35.1. A Performance Security shall be provided, as indicated in the Contract Data, to the Client no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form of an Unconditional Bank Guarantee acceptable to the Client;
- 35.2. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of the Bank Guarantee.

36. *Dayworks*

- 36.1. If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work

only when the Project Manager has given written instructions in advance for additional work to be paid for in that way;

- 36.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approve by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done;
- 36.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

37. *Price*

- 37.1. Price is fixed in Samoan Tala and therefore is not subject to any variation or fluctuation of overseas currencies.

E. FINISHING THE CONTRACT

38. *Completion*

- 38.1. The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will do so upon deciding that the work is completed.

Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary.

39. *Taking Over*

- 39.1. The Client shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

41. *Termination*

- 41.1. The Client or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract;
- 41.2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

40. *Final Account*

- 40.1. The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period;
- 40.2. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the

(a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

(b) The Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

TENDER DOCUMENT

- (c) The Client or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) A payment certified by the Project Manager is not paid by the Client to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) The Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) The Contractor does not maintain a Security, which is required;
- (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in Contract Data; and
- (h) If the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this paragraph:

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid

submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 41.3. When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Sub-Clause 40.2 above, the Project Manager shall decide whether the breach is fundamental or not;
- 41.4. Notwithstanding the above, the Client may terminate the Contract for convenience.
- 41.5. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the site as soon as reasonably possible.

42. Payment upon Termination

- 42.1. If the Contract is terminated because of the fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Client exceeds any payment due to the Contractor, the difference shall be a debt payable to the Client;
- 42.2. If the Contract is terminated for the Client's convenience or because of a fundamental breach of Contract by the Client, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of

TENDER DOCUMENT

protecting and securing the Works, and less advance payments received up to the date of the certificate.

43. Property upon Termination

- 43.1. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Client if the Contract is terminated because of the Contractor's default.

TENDER DOCUMENT

SECTION 4. SPECIAL CONDITIONS

GCC 1.1	<p>The <i>Principal's country</i> is: Samoa</p> <p>The <i>Principal</i> is: The National University of Samoa</p> <p>The <i>Project Site</i> is: National University of Samoa main campus Lepapaigalagala Vaivase-tai, Apia, SAMOA</p> <p>For notices, the Principal's address shall be:</p> <p><i>Attention:</i> The Vice Chancellor and President National University of Samoa NUS Campus Apia</p> <p><i>Country:</i> SAMOA</p> <p><i>Telephone:</i> +685 20072</p> <p>The Start Date shall be the date of Execution of this Agreement</p> <p>The Intended Completion Period for the Start and Completion from the Start Date for the Whole of the Works shall be two and a half (2½) weeks</p>
GCC 3.1	The language shall be: English
GCC 16.1	<p>The Site Possession Date shall be the day after the contract is Signed.</p> <p>The Completion Date is two and a half (2½) weeks when Possession of the Site by the contractor.</p>
GCC 17.1	The governing law shall be the law of Samoa.
GCC 19	The Contractor shall submit a revised Program for the Works within seven (7) days of delivery of the Letter of Acceptance
GCC 24.1	The Defects Liability Period is six (6) months effective from the date of the Completion Certificate
GCC 33.1	The proportion of payment retained is 10% (ten percent)
GCC 34.1	The maximum amount of liquidated damages for the whole of the Works is 10 percent of the Final Contract Price.
GCC 35.1	<p>The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price.</p> <p>a) Unconditional Bank Guarantee 10% of contract price</p> <p>The standard form of Performance Security acceptable to the Client shall be Unconditional Bank Guarantee of the type presented in 2.3</p>

TENDER DOCUMENT

SECTION 5. CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

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

PARTIES: **THE NATIONAL UNIVERSITY OF SAMOA** acting by and through the **VICE CHANCELLOR AND PRESIDENT TUIFUISAA PATILA AMOSA**, having its principal place of business at Le Papaigalagala Campus Vaivase-Tai, Samoa (“the Principal”) of the one part; (“Principal”);

AND: **INSERT NAME OF CONTRACTOR** duly incorporated, whose place of business is at *Insert place* (“contractor”).

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

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

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

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

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

TENDER DOCUMENT

- (f) Specifications;
- (g) Drawings;
- (h) Bill of Quantities; and
- (i) 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 **VICE CHANCELLOR**)
TUIFUISA’A PATILA AMOSA for and on behalf).....
of the **NATIONAL UNIVERSITY 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 CONTRACTOR***).....

TENDER DOCUMENT

SECTION 6: SCHEDULE OF PAYMENTS

Total Project Cost: \$ Tala

	<i>Time (In Days)</i>	<i>Cost (ST)</i>
<i>Payment 1 (40% Deposit)</i>		
<i>Payment 2 (50%)</i>		
<i>Retention 4 (10%)</i>		
<i>Sub Total</i>		
<i>Plus VAGST</i>		
<i>TOTAL TIME AND COST</i>		

TENDER DOCUMENT

ANNEX 1: TERMS OF REFERENCE (Specification and Site plan)



National University of Samoa

TERMS OF REFERENCE

REF No.: NUS-001/26

Position Title:	Preparation of site clearance for the NUS Faculty of Health Science Project
Duration:	2.5 weeks
Location:	Le Papaigalagala Campus, National University of Samoa
Project:	Faculty of Health Science (FOHS) Project, sponsored by JICA
Reporting to:	PSM, Director

The bidders should submit their documents no later than **2 February 2026** as stated in the Request for Expression of Interest, with a clear statement of the title above, with reference number. **Any proposals received after this date/time will not be accepted.** For clarification or more information, please refer all queries to nusprojects@nus.edu.ws.

1. Background

The National University of Samoa (NUS) has secured financial support through a grant administered by the Japan International Cooperation Agency (JICA), under the bilateral agreement between the Government of Samoa and the Government of Japan. This funding initiative is directed toward the construction of a new Faculty of Health Sciences (FOHS) and a Learning Resource Centre (LRC).

The FOHS at the NUS plays a critical role as it is responsible for training Samoa's future healthcare professionals. However, the current facilities, including those for the School of Nursing and the School of Medicine, are outdated, in poor physical condition, and lack the necessary resources. The shortage of suitable space has also forced some classes to be held in areas not designed for learning. To address these longstanding issues, the University intends to construct and invest in modern equipment and resources that support hands-on, skills based learning in a more suitable and dedicated environment.

2. Purpose

The project site is located with the Le Papaigalagala campus of the NUS, which spans approximately 700 metres from north to south. The campus is generally divided into two main zones: the northern block and the southern block. The proposed development will be in the northern zone, directly east of the Faculty of Technical Education (FOTE) buildings. The area has been earmarked in the NUS Campus Master Plan as a space for future institutional expansion, including the construction of the new FOHS facility and the planned LRC. The site is 13,940m² presently underdeveloped and requires substantial clearance, including the removal of plants, shrubs, and the uprooting of large trees. This preparatory work is an essential step prior to the commencement of the construction phase.

3. Objectives

This assignment seeks to meet the following objectives:

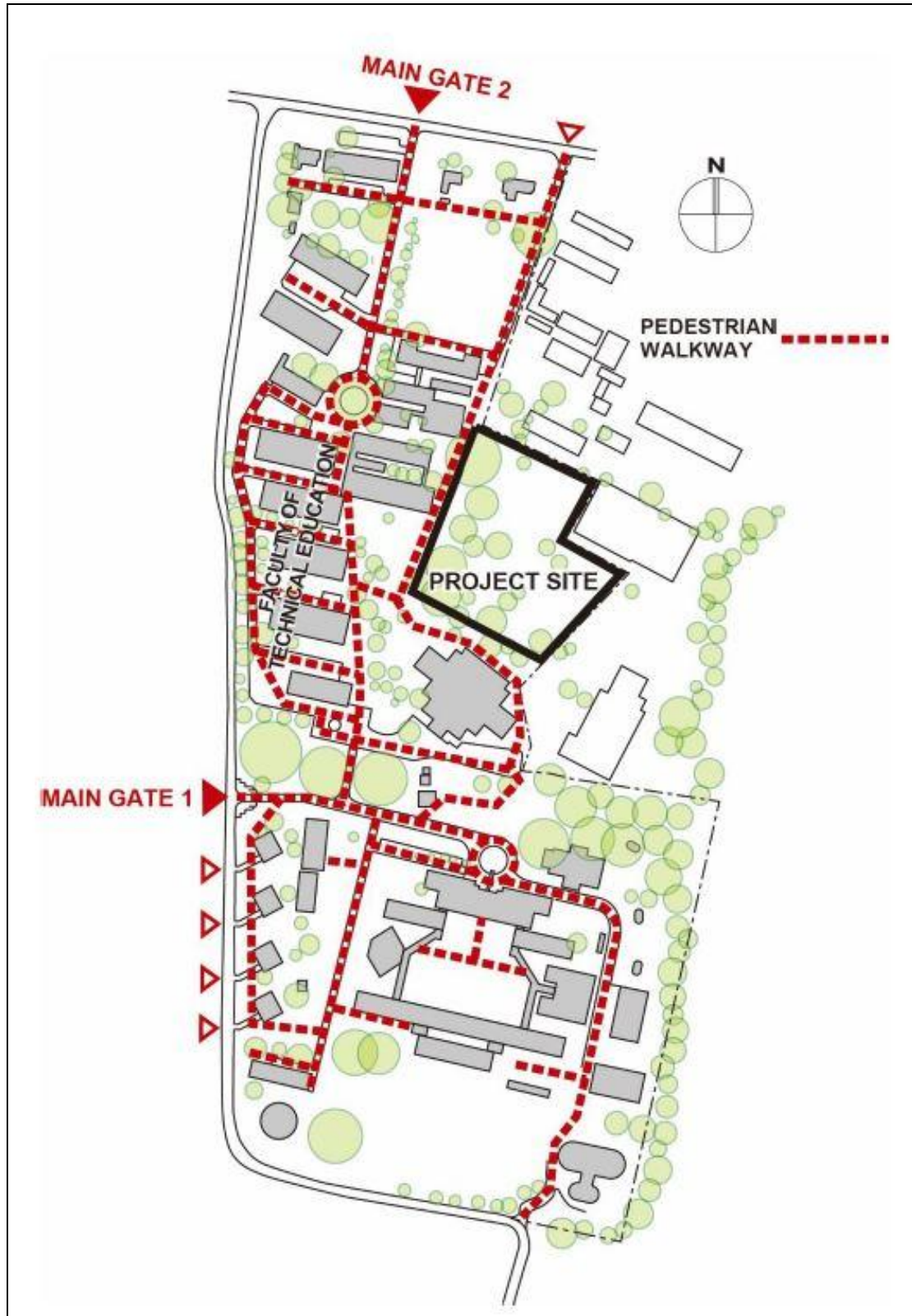
1. Site clearance and preparation for construction
2. Remove obstructions and hazards
3. Ensure vegetation, timber and debris are removed or disposed.
4. Maintain safety hazards

4. Scope of Work

The contractor will be expected to provide the following deliverables:

1. Vegetation removal
 - a. Clear all grass, shrubs, undergrowth, and small plants across the designated site area.
 - b. Uproot large trees
 - c. Cut and remove tree stumps and roots.
2. Debris and Obstruction Removal
 - a. Dispose debris, timber and remove any abandoned structures.
 - b. Identify and eliminate physical barriers (e.g., rocks, debris, roots) that may impede construction or pose safety risks.
3. Disposal and Recycling
 - a. Ensure that cleared vegetation, timber and debris are transported away from the site.
 - b. Ensure compliance with environmental regulations for waste management
4. Safety and Environmental Protection
 - a. Conduct clearance operations in line with Occupational Health and Safety (OHS) requirements to protect workers and nearby communities.
 - b. Implement dust suppression measures (e.g water spraying)

Appendix A: Project Site



TENDER DOCUMENT

ANNEX 2: ADVERTISEMENT



National University of Samoa

Invitation for Bids

NAME OF PROJECT: SITE CLEARANCE AND PREPARATION FOR THE FACULTY OF HEALTH SCIENCE BUILDING

DATE OF ISSUE: 19 January 2026

1. The National University of Samoa invites quotations from eligible and qualified bidders to carry out the site clearance for the proposed Faculty of Health Science project.
2. Bidding will be conducted through the Guidelines of Procurement under the auspice of the Ministry of Finance's procurement processes and under the Laws of the Independent State of Samoa.
3. A complete set of Bidding Documents in English can be uplifted from the Planning Safety and Maintenance or PSM Office at NUS from 19 January 2026 – 2 February 2026.
4. The estimated site clearance period for completion is **2.5 weeks maximum**.
5. *Bids shall be addressed to:*

**The Secretary, Tenders Board
Level 4 Central Bank Building of Samoa, Beach Road
Apia
Samoa**

DROP OFF: Level 4 Central Bank Building of Samoa

TIME: 11am

CLOSING DATE: 2 February 2026

6. For more information, please contact the following:
 - Tuala Amerika Siale, Director PSM: telephone 20072 ext. 185/397 or mobile 7619068, e-mail: a.siale@nus.edu.ws or;
 - Vaelupemaua Junior Uatisone, Planning Officer (Projects): telephone: 20072 ext. 158, e-mail: v.uatisone@nus.edu.ws

Ma le fa'aaloalo lava

A handwritten signature in black ink, appearing to read 'Patila'.

Professor Tuifuisa'a Patila Malua Amosa
VICE CHANCELLOR & PRESIDENT