



Government of Samoa

**MINISTRY OF NATURAL RESOURCES AND ENVIRONMENT**  
*Matāgaluega o Puna'oa Faalenatura ma le Siosiomaga*

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Please address all correspondence to the Chief  
Executive Officer, Private Bag, Apia, Samoa.

Faamolemole faatuatusi uma mai fesootaiga  
mai i le Ofisa Sili.

**REQUEST FOR QUOTATION**

**SUPPLY OF RAINWATER HARVESTING TANKS FOR TARGETED VULNERABLE HOUSEHOLDS**

The Ministry through the auspices of the Joint Water and Sanitation Sector Steering Committee invites bids from qualified suppliers for the supply of Rainwater Harvesting Tanks. The bidding package is available on the following websites [www.mnre.gov.ws](http://www.mnre.gov.ws) or [www.mof.gov.ws](http://www.mof.gov.ws) under the Procurement tab.

A pre bid meeting for all bidders that are willing to bid is on **Friday, 26<sup>th</sup> of October 2018 at 11am**. The meeting will be held at TATTE Building 3<sup>rd</sup> floor.

Submissions are to be labeled as: **Quotation for the Supply of Rainwater Harvesting Tanks** and addressed to:

**The Secretary  
Samoa Tenders Board  
Level 4, CBS Building  
Eleele fou**

Due date for submissions: **no later than 11am, Monday 12<sup>th</sup> of November 2018**

For more information please contact Ruth Ueselani or Mafa Mulitalo-Simanu on telephone 67291 or email [ruth.ueselani@mnre.gov.ws](mailto:ruth.ueselani@mnre.gov.ws) or [mafa.mulitalo@mnre.gov.ws](mailto:mafa.mulitalo@mnre.gov.ws)

Faafetai

Vanda Faasoa-Chan Ting  
**Acting Chief Executive Officer**



**REQUEST FOR QUOTATION: GOODS  
AND RELATED SERVICES**



***RE-TENDER: SUPPLY OF RAINWATER HARVESTING TANKS FOR TARGETED  
VULNERABLE HOUSEHOLDS***

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# PART 1: INSTRUCTIONS TO BIDDERS

## 1. Scope

- (a) the Purchaser is the Government of the Independent State of Samoa, represented by its **Ministry of Natural Resources and Environment**.
- (b) This Request for Quotation applies to the purchase of Goods & Related Services of a minor, simple nature.

## 2. Bidder Eligibility - The Bidder must:

- (a) be a bona fide *business unit* known by the *Purchaser* to be suitably qualified, experienced and financially resourced;
- (b) Provide an authenticated copy of its business license;
- (c) If applicable, provide an authenticated copy of its current VAGST Certificate from the Ministry for Revenue, Samoa; and
- (d) provide a notarized power of attorney authorizing the signatory of the Quotation to represent the Bidder, sign the Quotation and accept a Purchase Order unless the signatory already has inherent authority to sign.

The requirements b, c & d may be waived if previously submitted documents are valid for the specified delivery period or quote validity period.

The Purchaser reserves all rights to reject any or all quotations submitted and re-advertise/re-tender the Goods and Related Services.

## 3. Bidder Qualification- A bidder must provide:

- (a) A description of items and/or services related to those items, of similar nature & value with the items and/or services that are the subject matter of this RfQ, that the Bidder has satisfactorily supplied, delivered and/or performed within the last two years – these items and/or services must have an average value of **SAT\$25,000.00 or more**;
- (b) Details of all current contracts for goods and/or related services currently in progress;
- (c) A bank statement in the name of the bidder for the immediately past three (3) months;
- (d) References & contract details of at least three (3) past or present clients who can

attest to good character and reliability of the Bidder; and

- (e) Detailed work plan or delivery program that details how the Bidder will deliver the goods and provide related services within the timeframe required in this RfQ.

## 4. Responding to the Request for Quotation

- (a) The Bidder shall verify and take care to comprehend the description and specification of all items and/or related services.
- (b) The Bidder shall enter unit prices, extended prices and total prices in the RfQ Form.
- (c) In submitting its quotation the Bidder shall verify its agreement with stated provisions for quotation validity, delivery period, warranty period, manufacturer's authorization, bid security & performance security. All proposed variations from stated conditions shall be justified in a covering letter and are subject to the approval of the Purchaser.
- (d) the Bidder is responsible for providing a complete and correct quotation. An incomplete quotation may be grounds to reject any quotation submitted.

## 5. Quotation Price:

- (a) all prices shall be quoted in Samoan Tala (SAT);
- (b) prices shall be fixed for the duration of the specified Contract Period;
- (c) unless otherwise stated, the quotation shall be for the full quantity stated in the Request for Quotation;
- (d) quoted prices for goods supplied from within Samoa shall be quoted tax inclusive, ex-works (EXW) plus local delivery charges to named place of delivery; and
- (e) quoted prices for goods supplied from abroad shall include all insurances, duties, sales taxes & other taxes, plus local delivery charges to named place of delivery, with delivery terms CIP.

## 6. Bid Security

- (a) A Bid Security is required.
- (b) The Bid shall be valid for the period identified in the Request for Quotation.
- (c) A Bidder who, without good cause, withdraws during the period of quotation

validity, or does not accept corrections of errors, or fails to accept the Purchase Order if offered or fails to produce the Performance Security (if required) will be excluded from participating in Government RFQ processes for one (1) year.

### **7. Quotation Submission**

- (a) Bidders may submit more than one (1) quotation, provided quotations are for substantively different goods meeting the same description or specification noted in the Request for Quotations Form.
- (b) quotations should be submitted to the **procuring entity address stated on the Request for Quotation**, no later than the specified time & date.
- (c) Subject to ITB 7(d), late quotations will not be considered and shall be returned to the Bidder unopened.
- (d) However, the Purchaser reserves the right to retain and open late quotation if the number of quotations received is less than three (3) PROVIDED THAT the late quotation is received before the Evaluation Committee meets to examine the quotes.

### **8. Quotation Opening**

- (a) The opening of quotations will be undertaken in by Officers of the Purchaser and representatives of the concerned Ministry or Corporation.
- (b) The opening of the quotation shall be open to Bidders and interested members of the public to attend.
- (c) The results of the quotation evaluation shall be available on request, denoting only the successful Bidder.

### **9. Quotation Evaluation & Contract Award**

- (a) Quotations shall be evaluated to establish substantial responsiveness to eligibility & qualification requirements, specified technical schedules, commercial conditions and this ITB.
- (b) The bidder found to be the most substantially responsive after the evaluation shall be awarded the contract. That Bidder then becomes the Successful Bidder.
- (c) After arithmetical checking and correction, the quotation of the Bidder(s) found to be substantially responsive shall

be evaluated for lowest price, which shall be the basis of award

- (d) Award notification shall be effected by the Purchaser issuing the Letter of Award (see Part B) to the lowest priced most substantially responsive bidder.
- (e) Once the letter of Award is signed by both Parties, it and the:
  - i. Request for Quotation at Part 3;
  - ii. The General and Special Conditions at Part 4; and
  - iii. Services specification, Occupational Health and Safety ('OHS') Instruction and Action Scheduled work times at Part 4;shall be the terms and conditions which will govern the implementation of the service. The Purchaser shall be termed the Purchaser and the most substantially responsive and lowest priced bidder shall be termed the 'Supplier'.
- (f) Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations, or to cancel the quotation process at any time prior to the award.
- (g) The unsuccessful Bidder may, within seven (7) days of the announcement of the award, request reasons why it/they were not successful, but cannot request reasons why other Bidders were not successful.

### **10. Performance Security**

- (a) If a Performance Security is required, the Purchaser shall issue a Letter of Acceptance which shall serve as notification of award.
- (b) The Bidder shall provide a Performance Security within seven (7) days of the letter of award, in the amount specified in the Request for Quotation.

### **11. Insurance**

- (a) The basis of the agreement between the Purchaser and Bidder will be that ***title and risk will pass upon delivery by the Bidder and acceptance by the Purchaser*** at the named place for delivery. The Bidder will bear all risks for transportation between point of dispatch and point of delivery ***up until the Purchaser's acceptance.***

### **12. Packaging & Delivery**

- (a) the Bidder shall ensure that all goods are appropriately packaged to avoid physical damage, breakage or corrosion.
- (b) delivery shall be made to the specified place of delivery within the specified delivery period.

**13. Payment:** The Purchaser shall make payment to the Bidder within thirty (30) days of delivery of goods and submission of invoice.

**14. Inspection of Goods/Products**

The Purchaser may request to view the Goods/Products during the evaluation of the Bidders bid to deliver goods and related services. If a request to view is made to one bidder it must be made to all bidders.

**15. Warranty**

The Bidder must provide a warranty for all goods/item to be provided, for the period set out in the Request for Quotation (see Part 3).

**16. Corrupt & Fraudulent Practices**

The Purchaser requires that Bidders observe the highest standards of ethics during the procurement and execution of Government of Samoa Contracts, to the extent that corrupt, fraudulent, collusive and coercive practices and conflict of interest occurring in quotation, delivery & completion processes may result in disqualification, termination and penal sanctions.

**Administrative Compliance**

No.	Complies? Tick	No.	Complies? tick
2b		3c	
2c		3d	
2d		3e	
3a		4b	
3b		5a	
		5b	

**PART 2: LETTER OF AWARD**

>insert Purchaser’s letterhead<

>insert date<

>insert the address of the Supplier<

**LETTER OF AWARD: SUPPLY OF RAINWATER HARVESTING TANKS FOR  
TARGETTED VULNERABLE HOUSEHOLDS**  
**RfQ Ref No.:**

1. The Government of the Independent State of Samoa (the ‘Purchaser’) issued the above request for quotation on >insert date< for the above Goods and/or related services. The deadline for the request for quotation closed on >insert date<. Your company (the ‘Supplier’), as >insert description of the Supplier< submitted a quotation on >insert date<. The evaluation of the said quotation took place on >insert date<.
2. We wish to inform that your quotation has been successful. The Purchaser is desirous for you, the Supplier, to perform deliver the goods and/or the goods related services in accordance with the:
  - (a) the Request for Quotation, **RfQ No.** (the ‘RfQ’) inclusive of Instructions to Bidders;
  - (b) General Conditions of Contract attached to the RfQ;
  - (c) Special Conditions of Contract attached to the RfQ;
  - (d) Specification of items or goods related services at Part 4; and
  - (e) Supplier’s Bid.
3. The Purchaser, acting by and through the Chief Executive Officer of the **Ministry of Natural Resources and Environment** now signs this letter to confirm that it accepts the RfQ by the Supplier. Please sign and date the space indicated as confirmation of your acceptance to carry out the work in accordance with documents canvassed in paragraph 2 of this letter.

**SIGNED AND EXECUTED** by )  
**ULU BISMARCK CRAWLEY,** ) .....  
**CHIEF EXECUTIVE OFFICER OF THE** )  
**MINISTRY OF NATURAL RESOURCES** )  
**AND ENVIRONMENT** )  
 In the presence of: )

.....  
(Witness)

.....  
(Name & Designation)

**AFFIXED HERETO** is the **COMMON** )  
**SEAL** of [*insert name of Contractor*] ) .....  
 (Director)

In the presence of:  
 .....  
 (Director/Secretary)

# PART3: REQUEST FOR QUOTATION



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

*Purchaser Name* Ministry of Natural Resources and Environment  
*Purchaser Address* Level 3, TATTE Building, Sogi  
*Contact Details* TEL: 67200 / FAX: 23176

## REQUEST FOR QUOTATION: Minor Goods/ Related Services

<b>RFQ NAME.</b>	<i>Supply of Rainwater Harvesting Tanks for Targeted Vulnerable Households</i>		<b>RFQ No.</b>	<b>MNRE01/RWHP 17/18</b>
<b>TO</b>	<b>SUPPLIER NAME</b>			
	<b>CONTACT PERSON</b>			
	<b>OFFICE ADDRESS</b>			

Please provide your quotation for the following goods & related services to the *Secretary Tender's Board, Ministry of Finance, Level 4 Central Bank of Samoa Building* by 11.00am HTL Monday 12<sup>th</sup> November 2018.

<b>Quotation Validity</b>	<b>60 days</b>	<b>RFQ APPROVAL</b>	<b>TY11B APPROVAL</b>		
<b>Required Delivery Period</b>	<b>30 days</b>				
<b>Required Delivery Date</b>	<b>14<sup>th</sup> December 2018</b>				
<b>Delivery to</b>	<i>Samoa Red Cross Society Premises - Tuanaimato</i>				
<b>Delivery Terms</b>	<b>EXW</b>		<b>CIP</b>		<i>Samoa Red Cross Society and Ministry of Natural Resources and Environment (Water and Sanitation Sector Coordination Division)</i>
<b>Required Warranty Period</b>	<b>6 months</b>			<i>Approving Officers</i> <i>Ms Namulaulu Tautala Mauala- General Secretary, SRCS</i> <i>Ms Ruth Ueselani- ACEO WSSCD</i> <i>Mr Latu Afioga- ACEO Governance- Ministry of Women, Community and Social Development</i>	
<b>Manufacturers Authorization</b>	<b>Required</b>	<b>[insert Date]</b>			
<b>Performance Security</b>	<b>10% Percent total quoted price</b>	<b>Bank Guarantee?</b>			
	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
<i>ATTACH SHEET FOR ADDITIONAL ITEMS</i>			<b>TOTAL</b>		
We certify that we comply with eligibility & National Ownership requirements of Instructions to Suppliers clauses 2a to 2c.(overleaf). If our offer is accepted, we undertake (a) to deliver goods & related services in accordance with our offer above, (b) to provide the Performance Security in the prescribed form, amount & time (c) to abide by this quotation for the Validity Period stated above.			(sign & stamp)  <b>Supplier's Authorized Officer</b>		
<b>COUNTRY (S) OF ORIGIN</b>		<b>Date</b>			



*IF APPLICABLE, PLEASE ATTACH MANUFACTURER'S BROCHURE & SPECIFICATION SHEETS*

**PART 4: GENERAL  
CONDITIONS OF CONTRACT –  
MINOR GOODS & RELATED  
SERVICES**

- 1 **APPLICATION CONTEXT:** These Conditions apply only for use within the Independent State of Samoa for contracts awarded through Request for Quotation ('RFQ') processes for procurement of Goods and Related services within Instructions 3.7 of Part K of the Treasury Instruction 2013.
- 2 **NAMES OF PARTIES:** relative to the categories name in RFQ (see Part 1) above.
- 3 **CONTRACT DOCUMENTS:** Subject to the order of precedence set forth in clause 4 of these GCC, all documents forming the Contract (and all of its parts) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 4 **ENTIRE AGREEMENT:** The Contract constitutes the entire Agreement between the Purchaser and the Supplier and includes the following documents which replaces all communications, negotiations and agreements (whether written or oral):
  - a. the Request for Quotation, RfQ Ref No. *MNRE01/RWHP 17/18* (the 'RfQ') inclusive of Instructions to Bidders;
  - b. these General Conditions of Contract;
  - c. Special Conditions of Contract;
  - d. Specifications of Items or Description of Goods and Related Services as listed in Part 4; and
  - e. The Supplier's Bid.
- 5 **CONTRACT PERIOD:** This Contract shall commence on the date specified in the SCC ("commencement date") and shall be for a period as identified in the SCC (the "Contract Period") and shall be completed by the Completion Date identified in the SCC.
- 6 **CONTRACT PRICE:** The Purchaser shall ONLY pay to the Supplier the Contract Price set out in the SCC. The Supplier shall provide the Purchaser or their

Representative with a claims for payment which shall:

- a. state the description, quality and quantity of Goods and related services delivered;
  - b. Goods received for goods and related services.
- 7 **PURCHASER'S REPRESENTATIVE:** The Purchaser's Representative is an Employee of the Purchaser responsible for liaising with the Supplier regarding general administration and supervision of the Contract. The Purchaser's Representative is set out in the SCC.
  - 8 **AMENDMENT:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to this Contract and is signed by a duly authorized representative of each of the Parties to the Contract.
  - 9 **LANGUAGE:** The applicable language of the Contract is English.
  - 10 **LAW:** The applicable law of the Contract is the law of the Independent State of Samoa.
  - 11 **INTERPRETATION:** If the context requires it, singular means plural and vice versa. The reference to one gender shall mean the other gender. All monetary references shall be to Samoan Tala unless otherwise stated.
  - 12 **COMMUNICATIONS/NOTICES:** Communications between parties to the Contract shall be effective only when communicated or delivered in written form with proof of receipt, to the address specified in the SCC.
  - 13 **COPYRIGHT:** Both Parties shall observe requirements of the Samoa Copyright Act 1998 and international conventions concerning material produced by third parties.  
  
In particular, the Supplier shall inform the Purchaser of any pre-existing Contract Material for which intellectual property is not to vest in the Purchaser. This would arise typically in relation to Material owned by the Supplier, although it may also arise in relation to Material owned by a third party.

The Supplier must grant or procure the grant to the Purchaser of a licence to use such material.

**14 DOCUMENT OWNERSHIP:** Unless otherwise provided in Contract schedules and as applicable to Contract category, all plans, specifications, designs, reports, other documents and software prepared by the Supplier shall become and remain the property of the Purchaser, without encumbrances of ownership by other parties. The Purchaser shall establish proof of ownership of existing materials provided to the Supplier for contract performance and the Supplier shall establish the right to use and reproduce any materials produced by third parties to be used in contract performance.

**15 CONFIDENTIALITY:** The Parties shall keep confidential and shall not divulge to any third party any documents, data or other information furnished directly or indirectly in regard to the Contract, without written consent of the other Party.

**16 CONFLICT OF INTEREST:** The Supplier shall not have a conflict of interest. The Supplier warrants that to the best of its knowledge and after making diligent inquiry, at the date of signing the contract, does not have a conflict with the interests of the Purchaser or is likely to arise in the performance of the Works. If during the performance of the Contract a conflict of interest arises or appears likely to arise, the Supplier agrees to:

- (a) Immediately notify the Purchaser in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as the Purchaser may reasonably require to resolve or otherwise deal with the conflict.

**17 CURRENCY OF PAYMENT:** The currency for payment shall be in Samoan Tala (SAT).

**18 PRICE ADJUSTMENT:** Price adjustment for changes in economic conditions shall not apply to any contract resulting from RFQ processes.

**19 TAXES AND DUTIES:** The Supplier is liable for all taxes and duties, in accordance with the particular application context and the laws of the Independent State of Samoa.

**20 ACCOUNTING, INSPECTION & AUDIT:** The Supplier shall permit and also require its sub-Suppliers and consultants to permit, the Government and/or its authorized appointees to inspect the Supplier's office and all accounts and records relating to contract performance and/or tender submission and to have such accounts and records audited by the Government's appointed auditors. Moreover, acts by the Supplier to materially impede inspections and audits are a prohibited practice subject to termination and declaration of ineligibility.

**21 LIMITATION OF LIABILITY:** Except for its negligence or misconduct in performing the Contract and its related obligation to pay liquidated damages, the Supplier will not be liable to the Purchaser for any form of consequential loss or damage, loss of use, loss of production or loss of profits plus interest cost. The total liability of the Supplier under the Contract or civil law shall not exceed one hundred and fifty percent of the Contract Price, except that this shall not apply to costs of rectifying defective equipment, works or other deliverables which are subject to Warranty.

**22 SUSPENSION:** The Purchaser may, with written notice of the nature of default, suspend all payments to the Supplier if the Supplier fails to perform particular requirements of the Contract and shall require the Supplier to remedy the default within thirty (30) days of Supplier receiving the suspension notice.

**23 TERMINATION:** Where a Party defaults on any of its obligations under this Contract, the other Party may give notice requiring that the failure be remedied within fourteen (14) days and if not remedied within that time, may terminate the Contract immediately.

The Purchaser may terminate the contract if any of the events set out in the SCC occurs.

Notwithstanding this, the Purchaser may terminate the Contract if any of the events set out in the SCC occurs.

24 **FORCE MAJEURE:** If, because of the result of an event of Force Majeure causing delay and the Supplier is unable to perform its Contract obligations, it shall not be liable for its Performance Security forfeiture, liquidated damages or termination for default. The Supplier shall notify the Purchaser in writing of such condition, its cause and the nature of the delay or its inability to perform its Contract obligations as soon as practicable.

25 **LIQUIDATED DAMAGES:** :

Unless the Completion Date is extended in accordance with clause 8, the Supplier shall pay damages to the Purchaser at a rate per day stated in the SCC for each day that the delivery is delayed. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Payments under this provision shall not affect the Suppliers Liability under common law or any law of Samoa. The Purchaser may deduct liquidated damages from payments due to the Supplier.

26 **GOOD FAITH:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the contract's objectives, operate fairly together without detriment to each other and exercise their best efforts to agree on actions which may be needed to remove causes of unfairness.

27 **AMICABLE SETTLEMENT:** Either Party with an unresolved issue concerning actions or inaction of the other Party may seek resolution through an independent third party empowered to enable resolution.

28 **DISPUTE SETTLEMENT:** Any dispute arising out of the Contract which cannot be settled amicably according to Clause 27 shall be settled in accordance with the provisions of the Arbitration Act 1976 of Samoa and best international practice.

29 **INDEMNITY:** The Supplier shall, at all times indemnify, hold harmless and defend the Purchaser, its officers, employees and agents from and against any loss or liability

reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person where such loss or liability was caused by any willful, unlawful or negligent act or omission of the Supplier, its employees, agents or Sub-Suppliers in connection with the Contract.

30 **PASSING OF PROPERTY:** Property in, and risk of loss of or damage to the Product shall pass to the Supplier upon delivery of the good to the Place of Delivery set out in the RFQ Form. The Purchaser shall upon, delivery, provide the Supplier with an acknowledgement in writing of receipt of the goods, thereby passing the property in, and risk of loss or damage to, the goods to the Purchaser.

31 **DEFECTS LIABILITY:** Where the supply of goods also requires the performance of related assembly, installation or construction services, the following shall apply:

- a. At the Completion Date, the Purchaser or its representative shall check the Supplier's work and notify the Supplier of any Defects that are found. Such checking shall not affect the Supplier's responsibilities. If the Purchaser finds any latent or patent defects in the works carried out, the Purchaser shall then notify the Supplier and the Supplier shall remedy the said defects prior to the expiration of the defect period. The Purchaser shall give the said notice to the Contractor before the expiration period which is set out in the RFQ.

32 **COMPLIANCE WITH POLICIES AND PROCEDURES:** The Supplier must, when using the Purchaser's Premises or facilities, comply with all reasonable directions of the Purchaser and all procedures and policies of the Purchasers including those relating to occupational health (including no smoking), safety and security in effect a those premises or in regard to those facilities, as notified by the Purchaser or as might reasonably be inferred from the use to which the Premises or facilities are being put.

33 **INSPECTION, REJECTION AND ACCEPTANCE: GOOD/PRODUCTS:**

- (a) The Purchaser or its Representative may, prior to the supply of the Goods/Products and with reasonable notice to the Supplier, inspect<sup>1</sup> any and all products that are to be supplied by the Supplier.
- (b) The Purchaser or its Representative may reject any or all products to be supplied by the Supplier if found not be in accordance with the Contract.
- (c) The Purchaser shall not be liable to pay for rejection or inspection of the Products/Goods or its associated materials or equipment.

**34 INSPECTION, REJECTION AND ACCEPTANCE: OF GOODS**

**RELATED SERVICES:** Where the supply of goods also requires the performance of related assembly, installation or construction services at the Premises as defined in SCC, the following shall apply:

- (a) The Supplier shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of the tender of the Services related to the Supply of Goods and the Contract Price and acknowledges that it has inspected the Premises and its conditions before it agreed to supply the Services.
- (b) The Purchaser can inspect the progress of the Services and the Supplier will grant the Purchaser or its representative access to the Premises where the Services are being performed. If there is defect or the Purchaser is dissatisfied with the services, it may by written notice require the Supplier to make good any defects arising from the workmanship at no cost to the Purchaser.

**35 INSURANCE:** The Supplier will be responsible for taking out any appropriate insurance coverage during the duration of the Contract.

**36 ASSIGNMENT:** The Supplier shall not assign this Contract or sub-contract any portion of it without the Purchaser's prior written consent.

**37 WAIVER:** If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver

of those rights. A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right. In this clause, "rights" means rights or remedies provided by this Contract or at law.

**38 WARRANTY ON GOODS AND/OR PRODUCTS:**

The warranty period for the Goods/Products, its associated materials and equipment shall be the period set out in the RfQ from delivery and its installation, whichever is sooner. If the Purchaser gives notice of any defect or omission discovered in any of the Goods/Products during the warranty period, the Contractor must correct that defect or omission without delay and at no cost to the Purchaser. The Supplier must meet all costs of, and incidental to, the discharge of its warranty obligations, including but not limited to any packing, freight, and disassembly and reassembly costs.

**39. CLEANING UP:**

The Supplier shall, to the satisfaction of the Purchaser's Representative keep the Site and Services tidy and clean during the execution of the Services and at its completion. The ownership of any leftover or surplus material at the Completion of the Services shall remain vested in the Purchaser.

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<sup>1</sup> "Inspection" includes inspection of all the electrical functions of the tap changer and the remote panel of the Transformer as well as the mechanical checking of the manual tap changer operations.

**PART 4: SPECIAL  
CONDITIONS OF CONTRACT:  
MINOR GOODS & RELATED  
SERVICES**

Clause 33	Premises where any Services are performed: <b>NONE</b>
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<b>GCC</b>	<b>Details</b>
Clause 5	Commencement date: <i>&gt;insert date&lt;</i> Contract Period: <i>&gt;insert period&lt;</i> Completion Date: <i>&gt;insert date&lt;</i>
Clause 6	The Contract Price shall be an amount not exceeding <i>&gt;insert amount&lt;</i> (incl. all taxes)
Clause 6	N/A
Clause 7	Purchaser's Representative shall be: <i>&gt;insert full name of Purchaser's Representative, details and designation within the Purchaser&lt;</i>
Clause 12	For communications to the: (a) Purchaser It must be delivered to the following address: <i>&gt;insert address&lt;</i> (b) Supplier It must be delivered to the following address: <i>&gt;insert address&lt;</i>
Clause 22	(a) The Supplier stops the work for 14 days when no stoppage of the work is shown on the current Program. (b) The Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (c) The Supplier does not maintain a Security, which is required; The Supplier has delayed the completion of the supply by the number of days for which the maximum liquidated damages can be paid, i.e. 0.5% of the contract price per day. The total amount must not exceed 15% of the Contract price.
Clause 24	Rate per day: 0.5% Maximum amount: 15% of the Contract Price
Clause 30	N/A

**Part 5: SPECIFICATION OF ITEMS OR DESCRIPTION OF GOODS AND RELATED SERVICES**

**WATER AND SANITATION SECTOR: RAINWATER HARVESTING PROGRAM**  
**FY17/18**

**Summary description**

**1. Background**

The Framework for Action 2016-2020 for the Water and Sanitation Sector has identified Rainwater Harvesting as a key priority to ensure the access of most vulnerable households to water. This will promote self-sufficiency in water supply from rainwater harvesting and underpins the realization of its Long Term Outcome to ensure the “Reliable, clean, affordable water and improved sanitation within the framework of integrated water resources management, for a resilient Samoa, sustaining health and alleviating poverty”. Through the Budget Support funds from the European Union (“EU”) under EDF 11, the sector will fund an annual Rainwater Harvesting Program to ensure that the most vulnerable households will have some access to water particularly for those areas with little or no water supply system of any kind. The implementation period for this project is for financial year 2017-2018 with the possibility of roll-over of activities to FY2018-2019. This program will be implemented by the Samoa Red Cross Society in close collaboration with the Water and Sanitation Sector Coordination Division, Ministry of Women, Community and Social Development and relevant partners.

For FY17/18, twenty two (22) rainwater harvesting tanks of various sizes with complete systems have been identified to cater for the selected most vulnerable areas including households and communal properties.

**2. Elements of Rainwater Harvesting Systems**

Note the following detailed BOQ.

**BILL OF QUANTITIES (BOQ)**

**PACKET 1: SUPPLY OF 6 x 10,000 LITRE RAINWATER TANKS**

<u>ITEM</u>	<u>MATERIALS</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>RATE</u>	<u>AMOUNT</u>
<u>M</u>					<u>(SAT)</u>	<u>(SAT)</u>
<b>SECTION A: SUPPLY OF 6 x 10000LTRS RAINWATER TANK</b>						
1	Rainwater polyethylene Tank system 10000ltrs Certified AS/NZ4766 (complete system) Inclusive (overflow & double strainer)	No of RWH Tank systems	6			
2	Rainhead also known as leaf eater (100mm) 4”	No of pcs	3			
3	First flush system – ready-made package (100mm) 4”	No of pcs	3			
4	Outlet 25mm	No of pcs	12			
5	Ball-tap valve 25mm	No of pcs	9			
6	PVC PN12 25mm (1 length)	No of pcs	1			
<b>SUB-TOTAL</b>						
<b>SECTION B: TANK SHELTER, BASE &amp; PIPELINE ACCESSORIES</b>						
1	Galvanized Pipe – Steel Post	100mm dia. x 3.2mm x 6mtr	No. of pcs	9		
2	Timber treated	2x6x20ft	No of pcs	36		

3	Timber treated	2x3x20ft	No of pcs	36			
4	Timber treated	1x2x20ft	No of pcs	12			
5	Cyclone straps	SB30 Roll	No of pcs	3			
6	Roofing Nail	Roofing nails (6kg per shelter)	No of kg	18	19.9		
7	Nails	5" galvanized (6kg per shelter)	kgs	18	7.5		
8	Nails	4" galvanized (6kg per shelter)	kgs	18	7.5		
9	Bolts & Nuts	6" M10	No of pcs	18			
10	Cement Bags	NZ Portland cement (GP) 40kg	No of Bags	75			
11	Roofing Sheets	Corrugated Zinc 26 gauge (14ft in length x 9pcs)	No of pcs	27			
12	Rebar	D10, Grade 300	No of pcs	39			
13	Builders Mix	Builders mix (6 cubic per shelter)	Cubic mtrs	18			
14	PVC waste pipe	4" (100mm)	No of pcs	6			
15	Mesh Mat	665, Grade 500E	No of mats	6			
16	Rain spout	Guttering PVC 6mtr in length	No of pcs	3			
17	Rain spout STOPEND	Left hand LH	No of pcs	3			
18	Rain spout STOPEND	Right hand RH	No of pcs	3			
19	Rain spout Expansion joiner	Gutter expansion joiner	No of pcs	3			
20	Rain spout ext brackets	External brackets	No of pcs	15			
21	Rain spout outlet	Rain spout outlet 80mm (3")	No of pcs	3			
22	PVC bend 4"	100mm bend	No of pcs	6			
23	PVC Glue	Glue 100mls	No of pcs	6			
<b>SUB-TOTAL</b>							
<b>SUB-TOTAL FOR 6x 10000ltrs RAINWATER TANKS</b>							
<b>SECTION D: DELIVERY</b>							
	Delivery of 6 x 10,000ltr RAINWATER TANKS to designated SRCS Storage Site						
	<b>GRAND TOTAL</b>						

**PACKET 2: CONSTRUCTION OF 12 x 5000ltrs and 4x 3000litrs RAINWATER TANKS**

<u>ITE M</u>	<u>MATERIALS</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>RATE (SAT)</u>	<u>AMOUNT (SAT)</u>
<b>SECTION A: SUPPLY OF 12 x 5000LTRS AND 4 X 3000LTRS RAINWATER TANK &amp; Fitting</b>						
1	Rainwater polyethylene Tank 5000ltrs: Certified AS/NZ4766 Inclusive (overflow & 25mm Outlets)		No of RWHT systems	12		
2	Rainwater polyethylene Tanks 3000ltrs: Certified AS/NZ4766 Inclusive (overflow & 25mm Outlets)		No of RWHT systems	4		
3	Rainhead / Leaf eater 100mm PVC		No of pcs	16		



4	Ball-tap valve 25mm	No of pcs	16		
5	First flush systems – Ready-made package (100mm)	No of sys	16		
6	Bend PVC 4” (100mm)	No of pcs	32		
7	PVC waste pipe 4” (100mm)	No of pcs	32		
8	Stop end 4” (100mm)	No of pcs	32		
9	PVC T junction plain 4” (100mm)	No of pcs	16		
<b>SUB-TOTAL</b>					
<b>SECTION B: TANK BASE &amp; PIPELINE ACCESSORIES</b>					
2	Cement	NZ Portland Cement (GP) 40kg	No. of Bags	96	
3	Rebars	D10, Grade 300	No of pcs	128	
4	Tied Wire	20 mtr tied wire	No of pcs	8	
5	Glue PVC	100mls PVC glue	No of pcs	12	
6	Builders Mix	Builders mix – 3cub per 5HH	Cubic mtrs	12	
<b>SUB-TOTAL</b>					
<b>SUB-TOTAL FOR 12x 5000ltrs &amp; 4x 3000 litrs RAINWATER TANKS</b>					
<b>SECTION C: DELIVERY</b>					
10	Delivery of 12 x 5000ltrs and 4x 3000ltrs RAINWATER TANKS to designated SRCS Storage Site				
<b>GRAND TOTAL</b>					

### 3. Water Tanks Manufacturing Standards:

The water tanks must meet the following manufacturing standards Australian Standards [AS] / New Zealand (NZ);

- *AS/ NZ 4766:2006 (polyethylene storage tanks for water and chemicals).*

### 4. Procurement, delivery and Installation

The WSSCD is responsible for the procurement process of the rainwater harvesting tanks systems and associated materials for construction, with the technical support from the SRCS, Ministry of Women, Community and Social Development and Samoa Water Authority. Upon the receipt of the goods from the awarded contractor, delivery and installation of rainwater harvesting systems (package) will be done by the SRCS with the involvement of WSSCD and MWCSO and in close collaboration with the relevant communities who are included in this year's program.

#### Scope of works:

- I. Procurement of Rainwater harvesting system materials (WSSCD)

- Procure materials as per BOQ of the tender, as per the provided specification for the installation of 22 Nos rainwater harvesting systems in the 16 targeted households of Palisi and 3 communal areas.
- Make all necessary arrangements for material testing at the SRCS compound prior to distribution, based on standards and procedures agreed with the Water and Sanitation Sector. Materials such as gutters, pipes, valves, taps, cement and others will be quality controlled as per the specification. Tanks will be visually and physically tested using prepared check lists, with SRCS and MWCSD-supported monitoring by WSSCD.

## II. Distribution of rainwater harvesting system materials (SRCS)

- Once inspection is completed, SRCS will make all arrangement in coordination with respective communities as per the distribution attached in annexure for commence installation. It is important to initiate all the activities as quick as possible to prevent wasting of time which will delay the overall program implementation. WSSCD and MWCSD will provide necessary support and liaison with relevant communities.
- Deliver materials from the source to all installation sites in the selected 16 households of Palisi and 3 communal areas as per the specification and the distribution plan / schedule.
- During distribution of the materials proper documentation to be completed as advised by WSSCD for security and loss of materials and accessories. It will be the sole responsibility of the SRCS for any loss of materials at any point of time on the process.

## III. Installation of rainwater harvesting systems.

- The rainwater harvesting tanks will be delivered by the contractor to the compound of the SRCS with a representative from the Water and Sanitation Sector Coordination Division present to vet the supply. The SRCS will identify clusters of households that are close together for training and awareness raising purposes in relation to the installation of the rainwater harvesting system. SRCS will provide a Water and Sanitation staff trained and experienced in this work to liaise with each cluster and guide the installation work. The work will be carried out by the household/village together with the Recipient.
- Installation of rainwater harvesting facilities in selected areas and communities, supporting strong engagement and collaboration of village members in accordance with the RWH systems technical designs
- SRCS will arrange and provide labour, machinery and all required equipment for construction and installation and commissioning works at each site.

IV) Testing of water quality: The Ministry of Health (MOH) will be responsible for testing random sampled areas covered under the RWHP for rainwater quality testing. Test kits will provided by the SRCS to the water technicians so that they will be able to carry out water quality testing as per defined country standard parameter for rainwater quality tests. Tests are to be carried out every 3 months at selected areas and during disaster events with results to be presented in Rainwater Harvesting Subsector meetings and Technical Steering Committee meetings of the Water and Sanitation Sector.

## V) Quality control and monitoring

- Upon received the work order the contractor will produce the tanks and other accessories and will make ready for quality inspection. A team comprised of the

SRCS, MWCSO, WSSCO and SWA will conduct a quality check for all the materials for physical, design dimension and specification, if necessary, the chemical test could be conducted. After successful quality inspection the team will mark all the items as “quality pass” and will provide written approval for delivery to the sites. However the total liabilities will remain with the contractor until hand over the systems after the warranty period for any damage and pilferage. The final quality will be checked after installation and tanks are in use. Any damage and leakage found at the tanks or other materials the contractor should replace the items immediately.

- SRCS to arrange, supervise and monitor works as per the agreed design and specification and monitoring schedule including roles of carpenters and plumbers among others, will need to be agreed with SRCS, MWCSO and SWA.
- SRCS to maintain documentation of daily work progress and liaise and share weekly progress summary notes with the WSSCO and monthly meetings of the Rainwater Harvesting Subsector and TSC.
- SRCS to provide a “Certificate of Completion” of the structures duly verified by MWCSO for soundness and integrity of all elements of the installed facility and other accessories.
- SRCS to provide formal documented “Hand-Over” of the facilities in functional condition to the community, in coordination with MWCSO, as required.
- Remedial works during the warranty period (6 months after hand-over) at contractor’s cost and risk.
- SRCS to prepare certificate for payment to WSSCO, showing clearly the breakdown of accomplished works, quantity of utilized materials along with necessary invoices and sketches.

#### VI) Reporting

- SRCS to provide progress reports as per Funding Agreement with the WSSCO specifically an inception report, monthly progress reports, commissioning report, and make stage-wise and final accounting once the work is completed.
- SRCS to prepare a final report and present results to the Rainwater Harvesting Subsector for finalization and present to TSC meeting

### **5. Specification and Bills of Quantities**

Specification and Bills of Quantities as above

All houses/ buildings for rainwater harvesting system installation are existing structures, each with varying dimensions.

### **6. Supervision and Monitoring**

Monitoring and supervision of the installations will be carried out by SRCS and MWCSO in collaboration with WSSCO. The SRCS and MWCSO together with the Water and Sanitation Sector Coordination Division will undertake a monitoring programme that will involve a visit and assessment of each household at the end of programme delivery to their cluster, and at least one follow up visit to undertake assessment and provide advice and encouragement approximately three (3) months after completion.

### **7. Training, Capacity Building and Awareness**

In addition to the scope of work under this contract, as part of the community mobilization and capacity building component of the Water and Sanitation Sector’s RWHP, a member of each household/ communal properties will be trained on operation and maintenance of the rainwater harvesting systems. In addition to that one whole day awareness, sessions will be conducted

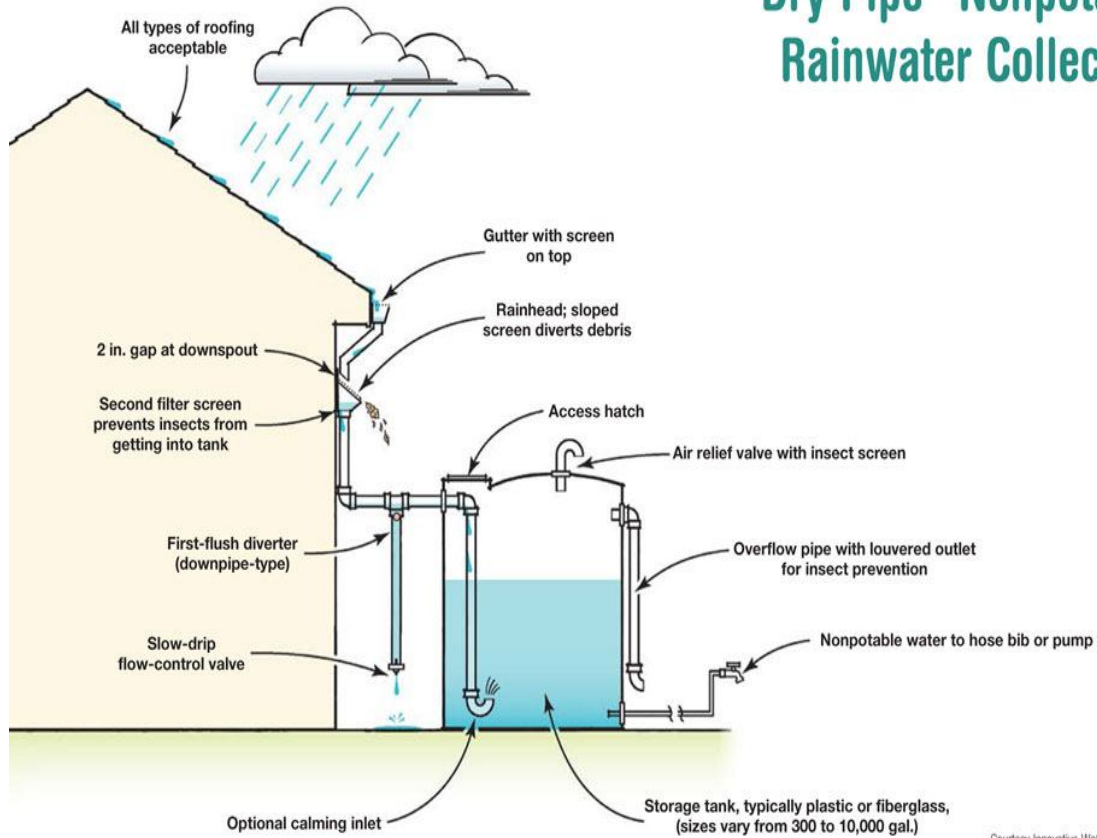
for all relevant participants one from each household on importance of Rainwater use and sustainability. Furthermore, SRCS will deliver a Water Sanitation and Hygiene educational programme to each cluster of households. In line with EU and Government Visibility Guidelines, all posters or stickers should include at the top the Government of Samoa and EU Logos with the following statements “Water and Sanitation Sector - Vaega Maoti o Suavai ma Vai Lafoai” Rainwater Harvesting Programme.

#### **8. Sustainability :**

The programme will place much emphasis on the sustainability of the systems so that are appropriately handled by the users/ households, which implies that they are efficiently maintained, effectively used and have a lasting positive impact. Sustainability depends on Quality of the materials and supplies, quality of installation and workmanship, community involvement and maintenance plan. Community responsibilities including their contribution in the installation phase, local traditions, organizations, social, economic, natural, and political environment as it does on the real distribution of decision-making power between the programme partners. During the inception phase community will be developed through social mobilization/ during installation so that the community understand the importance of the RWHS systems given their vulnerable state to water. Therefore, the SRCS and MWCSD will not just install the systems, will need to create a social relationship so that spare parts supply chain and understanding is developed between community and relevant spare parts suppliers for future O&M and maintenance. Community will be encouraged to generate funding for repair and maintenances. During the training, SRCS and MWCSD will discuss with community and will agreed upon the modality to generate the funding and taking over full responsibility in relation for sustainability.

# DRAWINGS

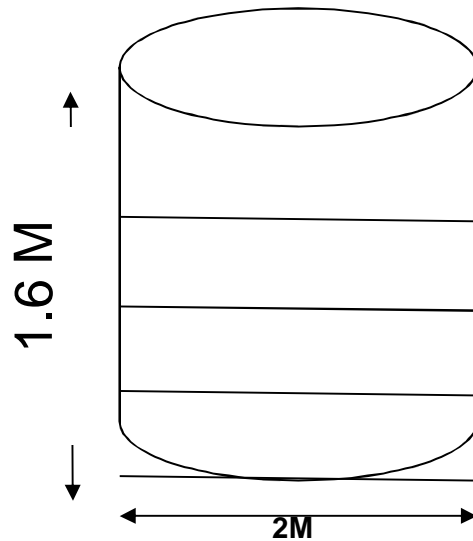
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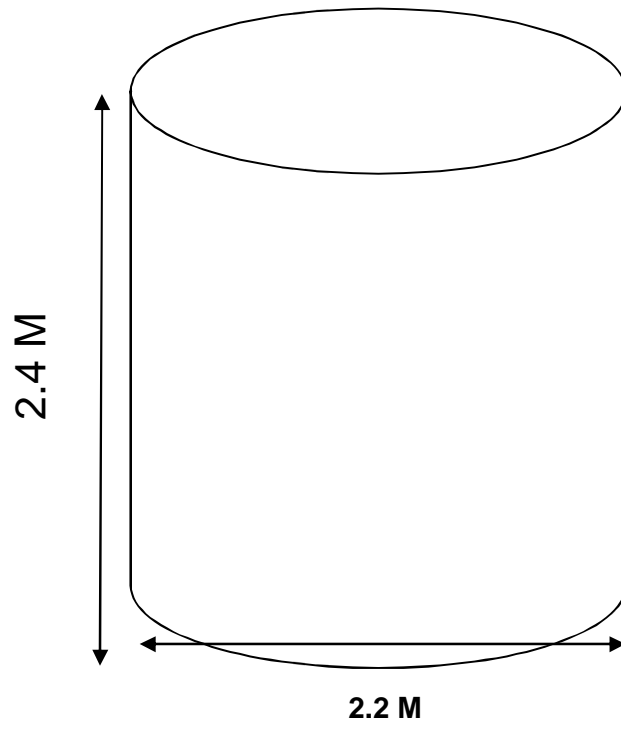
Courtesy Innovative Water Solutions LLC

### WATER TANK SPECIFICATIONS FROM PROJECT REVIEW

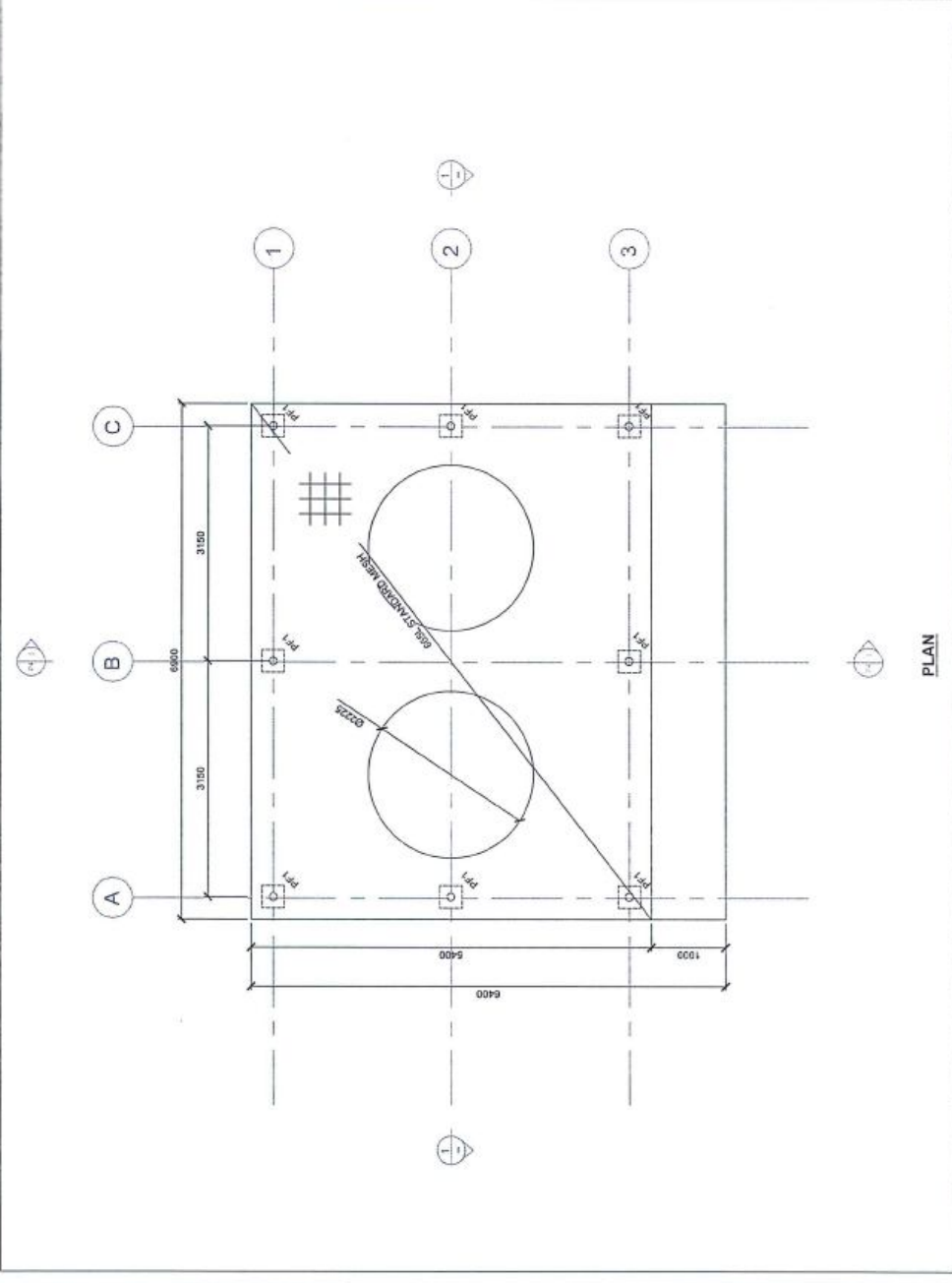
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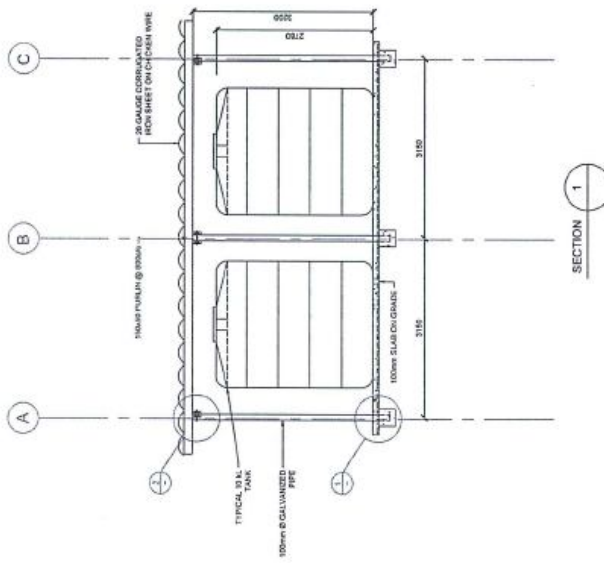
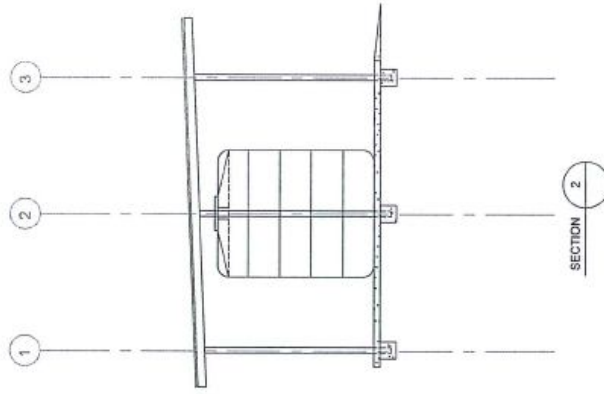
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General Notes	
No.	Revision/Issue
Title, Author and Dates	
Project Name and Number	

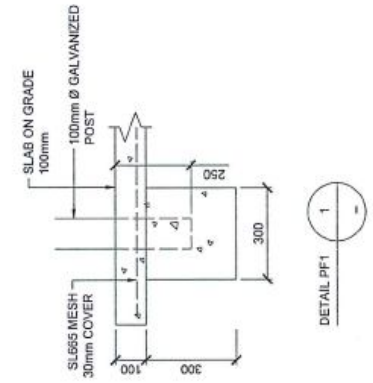
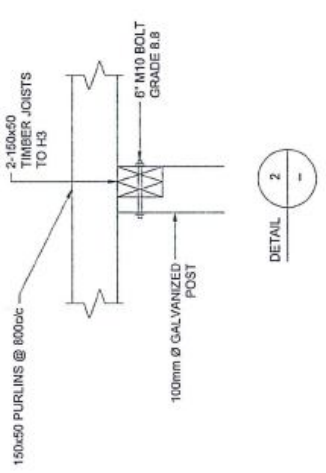
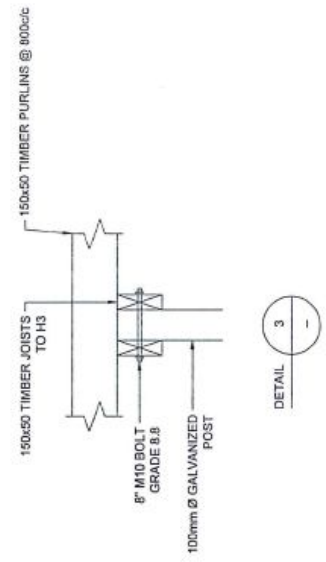


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**RAINWATER TANK INSTALLATION SCHEDULE**

<b>BREAKDOWN OF WEEKLY INSTALLATION WORK OF TANKS</b>														
<b>Installation Targets</b>		<b>December-18</b>			<b>January-19</b>			<b>February-19</b>						
	<b>Wks</b>	<b>1<sup>st</sup> half</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	
Water Tanks (10KLitres, 5K Litres)	Team 1			3	<b>Christmas and New Year's Holidays</b>		3						3	
10Liter tanks (Communal Tanks)						4	3	3	3	3			16	
3-5K tanks														
<b>Total</b>				<b>3</b>			<b>7</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>			<b>22</b>