



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



***SUPPLY AND INSTALLATION OF STANDBY GENERATOR FOR TOOA SALAMASINA BUILDING***

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## PART 1: INSTRUCTIONS TO BIDDERS ("ITB")

### 1. Scope

- (a) the Purchaser is the Government of the Independent State of Samoa, represented by its **Ministry of Women, Community and Social Development**.
- (b) This Request for Quotation ('RfQ') applies to the purchase of Goods & Related Services of a MINOR and 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 valid business license;
- (c) If applicable, provide an authenticated copy of its current VAGST Certificate from the Ministry of Customs and 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/Letter of Award, unless the signatory already has inherent authority to sign for the bidder.

The requirements in paragraphs 2b, c & d may be waived if previously submitted documents are valid for the specified delivery period/Completion period or quote validity period.

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

### 3. Bidder Qualification- The 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 (2) years – these items or services must have an annual average value of **SAT\$50,000.00** or more;
- (b) Details of all current contracts for Goods and/or Related Services currently in progress;
- (c) Manufacturers' authorization for non-manufacturers. The bidder should also provide a copy of manufacturers Good Manufacturing Practices ("GMP") certification from the regulatory authority in the country of origin;
- (d) A bank statement in the name of the bidder for the immediately past three (3) months;

- (e) References & contact details of at least three (3) past or present clients who can attest to good character and reliability of the Bidder; and
- (f) 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 RfQ;
- (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 or CIF.

### 6. Bid Security

- (a) A Bid Security **is not** required.
- (b) The Bid shall be valid for the period identified in the RfQ under Part 3.
- (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 Specifications;
- (b) Quotations should be submitted to the **Secretary Tenders Board, 4<sup>th</sup> Floor, Ministry of Finance, Central Bank Building, Apia**, no later than the specified time & date as outlined in the RfQ under Part 3;
- (c) Subject to ITB 7(d), late quotations will not be considered and shall be returned to the Bidder unopened; and
- (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 accordance with section 3.47 of the *Guidelines for Government Procurement and Contracting: Goods, Works and General Services 2016*.
- (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 RfQ.
- (b) 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.
- (c) Award notification shall be effected by the Purchaser issuing the Letter of Award (see Part 2) to the lowest priced and most substantially responsive Bidder.
- (d) Once the letter of Award is signed by both Parties, the:
  - i. RfQ at Part 3;
  - ii. General and Special Conditions at Part 4A & 4B; and
  - iii. Specifications of Items of Description of Goods and Related Services at Part 5;form the terms and conditions which will govern the performance of this Contract.

The most substantially responsive and lowest priced bidder shall be termed the 'Supplier'.

- (e) 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 noted in ITB 9(c) above.
- (f) 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 RfQ under Part 3.

## 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. The Bidder will bear all risks for transportation between point of dispatch and point of delivery up until the Purchaser's acceptance.
- (b) Accordingly, the Bidder shall arrange appropriate insurance cover.

## 12. Packaging & Delivery

The Bidder shall ensure that:

- (a) all Goods are appropriately packaged to avoid physical damage, breakage or corrosion; and
- (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/or completion of Related Services.

## 14. Inspection of Goods/Products

The Purchaser may request to view the Goods/Products during the evaluation of the Bidders bid to deliver the Goods and Related Services. If a request to view is made to one (1) Bidder it must be made to all Bidders.

## 15. Warranty

The Bidder must provide a warranty for all Goods/Products to be provided, for the period set out in the RfQ (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/or penal sanctions.

**Administrative Compliance**

No.	Complies? tick	No.	Complies? tick
2(b)		3(c)	
2(c)		3(d)	
2(d)		3(e)	
3(a)		3(f)	
3(b)		5(a)	
		15	

**PART 2: LETTER OF AWARD**

>insert Principal's letterhead<

>insert date<

>insert the address of the Supplier<

**LETTER OF AWARD: Supply and Installation of Standby Generator for Tooa  
Salamasina Building  
RFQ#: MWCSO/RFQ001/20/21**

1. The Government of the Independent State of Samoa acting by and through the *Ministry of Women, Community and Social Development* (the 'Purchaser') issued the above Request for Quotation (the 'RfQ') on >insert date< for the above Goods and/or Related Services. The deadline for the RfQ 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 supply the goods and/or the goods related services in accordance with the:
  - (a) the Request for Quotation, **RfQ Ref No. MWCSO/FT19/20-001** under Part 3, inclusive of Instructions to Bidders at Part 1;
  - (b) General Conditions of Contract attached to the RfQ at Part 4A;
  - (c) Special Conditions of Contract attached to the RfQ at Part 4B; and
  - (d) Specification of items or description of Goods and Related Services at Part 5.
3. The Purchaser, acting by and through the <Insert Authority> of the **Ministry of Women, Community and Social Development** 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 the **HONOURABLE MINISTER,** )  
**DR. TUITAMA TALALELEI TUITAMA** ) .....  
 responsible for the **MINISTRY OF WOMEN,** )  
**COMMUNITY AND SOCIAL DEVELOPMENT** )

In the presence of:

.....  
(Witness)

.....  
(Name & Designation)

**AFFIXED HERETO** is the **COMMON** )  
**SEAL** of [**insert name of Supplier**] )

In the presence of:

.....  
(Director)

## PART3: REQUEST FOR QUOTATION FORM



### GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

**Purchaser Name** Ministry of Women, Community & Social Development  
**Purchaser Address** Sogi  
**Contact Details** 27752 or 27753

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

<b>RFQ NAME.</b>	<b>Supply and Installation of Standby Generator for Tooa Salamasina Building</b>	<b>RFQ No.</b>	<b>MWCSD/RFQ001/20/21</b>
<b>TO</b>	<b>SUPPLIER NAME</b>	<i>(enter registered trading name)</i>	
	<b>CONTACT PERSON</b>	<i>(enter name of sales representative/ manager; mobile phone &amp; landline nos)</i>	
	<b>OFFICE ADDRESS</b>	<i>(enter street/ road name and township name)</i>	

Please provide your quotation for the following Goods & Related Services to Secretary, Tenders Board, Level 4, Central Bank of Samoa Building, Apia by **11:00am 5 October 2020**

<b>Bid Security</b>	<b>NOT REQUIRED</b>				
<b>Quotation Validity</b>	<b>90 days from bid submission deadline</b>			<b>RFQ APPROVAL</b>	<b>TY11B APPROVAL</b>
<b>Required Delivery Period</b>	<b>90 days after contract signing</b>			<b>Afamasaga Faauga Mulitalo – Chief Executive Officer (MWCSD)</b>	<b>(initial)</b>
<b>Required Delivery Date</b>	<b>12 weeks after contract signing</b>				
<b>Delivery to</b>	<b>Tooa Salamasina Building, Sogi</b>				
<b>Delivery Terms</b>	<b>EXW</b>		<b>CIF/CIP</b>	<b>X</b>	
<b>Required Warranty Period</b>	<b>3 – 5 years</b>				
<b>Manufacturers Authorization</b>	<b>Not Required</b>			<b>Date of Issue:</b>	
<b>Performance Security</b>	<b>Required (10% of the total quoted Price)</b>			<b>Bank Guarantee</b>	
<b>Inspection Report</b>	<b>Required</b>				
<b>No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>A) DESCRIPTION OF GOODS</b>					
	<b>Supply of 100KVA GENERATOR (refer to Part 5A Specifications)</b>	<b>1</b>			
<b>B) DESCRIPTION OF SERVICES</b>					
	<b>Installation of 100KVA Generator (Refer to Part 5B Specifications)</b>	<b>1</b>			
	<b>Maintenance (Refer to Part 5B Specifications)</b>				
<b>ATTACH SHEET FOR ADDITIONAL ITEMS</b>				<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 & 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.				<b>(sign &amp; stamp)</b> <b>Supplier's Authorized Officer</b>	
<b>COUNTRY (S) OF ORIGIN</b>					<b>Date</b>
<b>IF AVAILABLE, PLEASE ATTACH MANUFACTURER'S BROCHURE &amp; SPECIFICATION SHEETS</b>					

## PART 4A: 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 Instructions 2013 (and as amended 2016, 2019 & 2020).

### 2 NAMES OF PARTIES:

BETWEEN: THE GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA, acting by and through the <INSERT AUTHORITY>, OF THE MINISTRY OF WOMEN, COMMUNITY AND SOCIAL DEVELOPMENT, ("the Purchaser")

AND: [INSERT NAME OF SUPPLIER], a duly incorporated company, having its business address at [insert], ("the Supplier")

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. MWCSO/FT19/20-001* inclusive of Instructions to Bidders;
- b. these General Conditions of Contract ("GCC");
- c. Special Conditions of Contract ("SCC");
- d. Specification of Items or Description of Goods and Related Services as listed in Part 5 of the RfQ; and
- e. the Supplier's Bid.

5 **CONTRACT PERIOD:** This Contract shall commence on the date specified in the SCC (the "Commencement Date") and shall be for a period as identified in the SCC (the "Contract Period") and

shall be completed by the date identified in the SCC ("the Completion Date").

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 amount of the Contract Price received to date each head of costs;
- (b) the amount of the Claim for Payment including the head of cost under which it is claimed;
- (c) detail the Services performed and completed since the previous Claim for Payments including the materials used; and
- (d) report on the progress of the Services.

The Purchaser's Representative shall issue a Progress Payment Certificate once he/she is satisfied that the Claim for Payment is bona fide. The Purchaser must pay the amount in the Claims for Payment fourteen (14) working days from when he/she is satisfied with the Claim for Payments.

7 **PURCHASER'S REPRESENTATIVE:** The Purchaser's Representative is an Employee of the Purchaser and responsible for liaising with the Supplier and 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 the 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:** The 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 a license to use such material.

14 **DOCUMENT OWNERSHIP:** Unless otherwise provided in the 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 Contract. 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 (150%) 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) working 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 for convenience. If the Contract is terminated, the Supplier shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. If the Contract is terminated for the Purchaser's convenience or



because of a fundamental breach of Contract, the Purchaser's Representative shall prepare a statement of amounts owing to the Supplier based on work done, goods delivered and reasonable costs of removing equipment from the Site as final payment.

- 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 Completion Date is later than the intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Payments under this provision shall not affect the Supplier's Liability. 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 Goods/Products shall pass to the Supplier upon delivery of the Goods/Products to the headquarters of the Purchaser with its address set out in the RfQ Form. The Purchaser shall, upon delivery, provide the Supplier with an acknowledgement in writing of receipt of the Products/Goods, thereby passing the property in, and risk of loss or damage to, the Product/Goods to the Purchaser.
- 31 **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 Purchaser's including those relating to occupational health (such as no smoking), safety and security in effect of 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.
- 32 **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 Goods/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 Goods/Products or its associated materials or equipment.
- 33 **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

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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.

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.

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

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

36 **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.

37 **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 Supplier 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.

38 **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 Service and at its completion. The ownership of any leftover or surplus material at the Completion of the Related Services shall remain vested in the Purchaser.

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

GCC	Details
Clause 5	Commencement date: >insert date< Contract Period: >insert date< Completion Date: >insert date<
Clause 6	The Contract Price shall be an amount not exceeding >insert amount< (inclusive of VAGST and subject to Withholding Tax)
Clause 7	Purchaser's Representative shall be: ACEO – Corporate Services Aitu Ah-San Meredith Tel: +685 27752 / 27753 Email: <a href="mailto:aahsan@mwcsd.gov.ws">aahsan@mwcsd.gov.ws</a>
Clause 12	For communications to the: (a) Purchaser It must be delivered to the following address: <i>Ministry of Women, Community and Social Development</i> <i>Tooa Salamasina Hall</i> <i>Sogi, Apia</i> (b) Supplier It must be delivered to the following address: >insert address<
Clause 22	(a) The Supplier stops the services for fourteen (14) working days when no stoppage of the services 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; and/or (d) The Supplier has delayed the completion of the works by the number of days for which the maximum amount of 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 25	Rate per day: 0.5% of the Contract Price Maximum amount: 15% of the Contract Price
Clause 33	Premises where any Services are performed: >insert Premises<

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

**(A) Generator Specification**

Items	Specification	Details
<b>Load Requirements</b>		
	Supply Voltage @generator switchboard	415/240 VAC
	Terminal Supply voltage (at generator circuit breaker terminals)	415/240 VAC
	Maximum supply voltage variation:	
	* Steady State	± 1% rated
	* Transient	Class A1 to AS 4594
	Number of supply phases	3 + Neutral and Earth
	Supply Frequency	50 Hz
	Supply Frequency variation state	± 1% rated
	Design Loading	100 kVA
	Total Harmonic voltage distortion	1.5% maximum under linear loading
		3.5% maximum under design loading
	Output neutral requirement	Full rated
	Outside design air temperature (operating)	-10 to +45 degrees Celsius
	Ambient temperature (operating)	-10 to +45 degrees Celsius
	Ambient temperature (radiator cooling)	-10 to +45 degrees Celsius
	Humidity	+10 to +90% RH
	Plant room air paths external static pressure	250 Pa
<b>Diesel Set</b>		

	Rotational Speed	1500 rpm
	Continuous kVA rating at specified site conditions	100 kVA
	Starting method	24V DC Electric starting motor
	Fuel	Grade A1 distillate fuel
<b>Alternator Unit</b>		
	Type	Single Bearing 4 pole
	Limit output fault current	5 kA
	Continuous rated output at terminals	100 kVA
	Sub transient reactance at rated load	14%
	Speed	1500 rpm
	Pole pitch	2/3 or 5/6
	Nameplate ratings	
<b>Nameplate ratings</b>	* Amps	139 A
	*kVA	100 kVA
	*Power factor	0.8 lagging to 0.95 leading
	*Volts	415/240 V for rating
	Windings temperature rise	Class H (125 <sup>0</sup> C) at 40 <sup>0</sup> C
	Pilot exciter	Permanent magnet
	DVR	3 phase, RMS Sensing with built in overvoltage protection to suit alternator, and incorporate Power factor/VAR control. Fitted Voltage transient protection for DVR and rotating diodes
	Minimum short circuit current capacity	2.50%
	Zero sequence resistance at rated output	4. Max at full load

	Total Harmonic voltage distortion	3.5% max at full load
	Efficiency	94% minimum
	IP Rating (minimum)	IP23
	Voltage Regulation under conditions of:	
	*sudden application of 60% rated on the removal of full load	±7.5% of the set value within 60% recovery affected within 2 seconds and full recovery within 4 seconds for frequencies between 46 and 54 Hz
	*start up under automatic voltage control and with a resistive load of 30% rated capacity applied	set output voltage shall be achieved within 3 seconds of the unit reaching a shaft speed corresponding to 46 Hz
	*out of balance loading of 50% rated current	± 2.5% of nominal voltage
	Rotor	Salient pole type complete with fully interconnected damper windings, statically and dynamically balanced and matched to 125% of the rated engine speed
	Output Voltage	Adjustable to ±10% of nominal
<b>Control Battery &amp; Battery Charger</b>		
	Supply conditions	240 volts ± 6% single phase
	Frequency	50 ± 1 Hz
	Voltage	24 VDC
	Autonomy at specified conditions and load	8 hours

	Installation life	5 years sized at 20 <sup>0</sup> C with 3% compounding per annum degradation factor
	Float voltage per cell	2.20 VDC
	Minimum cell voltage	1.75 VDC
	Spare Load	20% Minimum
	Redundancy	N + N
<b>Fuel System</b>		
	Nominal Fill Capacity	Sufficient capacity for 8 hours of continuous operation
<b>Controller</b>		
	The set mounted generator controller shall provide the following controls	
	*Auto/manual/off key switch	
	*Local start/stop pushbuttons/switch	
	*Alarm accept pushbutton	
	*Lockable emergency off pushbutton	
	*Fault lamp	
	*Alarm sounder	
	The set mounted control panel shall provide, as a minimum, the following indications by way of an LCD	
	* Phase - Neutral voltages	
	*Phase - Phase voltages	
	*Output currents - IR, IY, IB	
	*Frequency	
	*Output kW	

	*Output kVAR	
	*Output kVA	
	*Power factor	
	*Battery voltage	
	*Battery current	
	*Oil pressure	
	*Engine Temperature	
	*Engine Speed	
	*Running hours	
	*Fuel pressure	
	*Day Tank fuel level	
	The set mounted control panel shall provide as a a minimum, the following alarm indications	
	*Oil pressure low	
	*Oil pressure high	
	*Engine temperature low	
	*Low water level	
	*Low oil level	
	*Day tank fuel level low	
	*Day tank high level	
	*Water in fuel alarm	
	*Fuel leak into bund	
	*Over voltage	
	*Under voltage	
	*Over frequency	
	*Under frequency	
	*Battery voltage low	
	*Battery charger failed	

	*Alternator winding temperature high	
	*Earth leakage	
	The set mounted control panel shall provide as a minimum the following shut-downs	
	*Oil pressure low	
	*Oil pressure high	
	*Low water level	
	*Low oil level	
	*Day tank fuel low	
	*Under voltage	
	*Under frequency	
	*Over frequency	
	*Over current (output circuit breaker tripped)	
	*Alternator winding temperature high	
	*Alternator excitation fault	
	*Emergency stop operated	
	*Failed to start (five consecutive attempts)	
	The following warnings and alarms shall be defeated by the set's controller until the set has reached rated voltage and speed	
	*Low oil pressure	
	*Speed out of limits	
	*Voltage out of limits	
	The set mounted control panel shall provide as a minimum the following monitoring signals via volt free contacts, wired to the generator enclosure junction box for connection to the ATS	



	*Start (from ATS)	
	*Shutdown alarm (to ATS)	
	*Generator ready to accept load	
	*Efficiency	
	*External circuit breaker close (Control)	
	The set mounted control panel shall provide as a minimum the following high level interfaces providing as a minimum all monitoring and alarm functionality as detailed above	
	*RS422 Modbus	
	*SNMP	
	*Proprietary PC based monitoring system	
	The monitoring system shall provide as a minimum the following functionality	
	*Dynamic updated engine and alternator data	
	*Alarm management	
	*Trending of key parameters	
	PC system shall be provided incorporating a base unit, LCD monitor, keyboard, mouse and shall include all software and licenses	

<b>Service</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
Installation of the generator	Tooa Salamasina Building, Sogi	<i># of days after the Contract is signed</i>

**(B)**  
**Commissioning of**

Maintenance of the generator	Tooa Salamasina Buidling, Sogi	<i># of days after the Contract is signed</i>
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**Installations and  
the Generator**