

ALIA FISHING BOATS

PROJECT

QUARTERLY REPORT

Fisheries Division
Department of Agriculture
Forests and Fisheries
Apia, Western Samoa

26 May 1992

ALIA FISHING BOAT

Background:

The USAID through FFA provided US\$60,000 (about WT\$140,879) under the Economic Development of the US Fisheries Treaty to assist building 17 alia fishing boats. The price of an alia fishing boat was \$13,700 in 1989 when the assistance was requested. When the project started the price of each fishing boat increased from \$13,700 to \$22,000. Government had to meet the substantial cost increase. The project commenced after signing the Agreement between SMACK Co. Ltd and Department of Agriculture, Forests and Fisheries on 16 April 1990. Copy of the Agreement is attached as Appendix 1 of this report.

Financing:

17 alia fishing boats	@	\$22,000	=	\$374,000
USAID/FFA US\$60	=	\$140,879		
Government		\$116,671		
17 fishermen	@ \$6,850	=	\$116,450	
Total Cost of Project				\$374,000

Work Progress:

Eight boats out of seventeen have completed. The list of 8 boat owners are as follows.

1. Toomata Spine
2. Lautafi Livi
3. Asovale Misa
4. Tafaipule Tolovae
5. Luamanu Siasosi
6. Aso Sili
7. Aupaau Sauaso
8. Alofa Simeavao

The rest of the 9 fishermen have already paid in their respective contributions of \$6,850 each.

Utilisation of Funds:

USAID/FFA	140,979	
Government of W. Samoa	116,671	
17 Fishermen	116,450	

		374,000
Less Price of 8 boat @	22,000	176,000

		\$198,000
		=====

The value of 8 (\$176,000) completed fishing boats far exceeds the contribution of \$140,979 by USAID/FFA. Therefore all the funds provided by USAID/FFA have been utilised in full. The project however will continue utilising contributions by Government and fishermen.

Final Report:

A final report will be produced after all the 17 boats are built.

AGREEMENT made this 16th day of AUGUST 1990

BETWEEN the DEPARTMENT OF AGRICULTURE FOREST AND FISHERIES of the Government of the Independent State of Western Samoa ("the Client") of the one part

AND SMACK COMPANY LIMITED a duly registered company and current proprietor of the Boatcraft Operation at Vaitele ("the Contractor") of the other part.

WHEREAS the Client is desirous of promoting the fishing industry in Western Samoa and have approved of the construction of seventeen (17) Alia catamarans ("the project"):

AND WHEREAS the Client has through the Forum Fisheries Agency secured part-funding of the project by the United States Agency for International Development (USAID):

AND WHEREAS the Cabinet of Ministers of the Independent State of Western Samoa has approved of the Client's contribution to the cost of the project (CM(90)30 of 1 August 1990):

AND WHEREAS it is acknowledged that the remainder of the total cost of the project is to be funded by individual fishermen who have been approved by the Client as being entitled to the Alias under the project:

AND WHEREAS the Client is desirous of the Contractor undertaking the project and the Contractor has likewise agreed to undertake the same NOW THIS AGREEMENT WITNESSETH as follows:

EXECUTION OF THE PROJECT BY THE CONTRACTOR

1. In consideration of the contract price

(hereinafter provided) the Contractor undertakes and agrees to perform and carry out the project with due diligence and good workmanship and in accordance with the terms of this Agreement and to the specifications as set out in the Schedule hereto.

SUPERVISION OF THE PROJECT

2. The execution of the project by the Contractor shall be subject to the supervision of the Chief Fisheries Officer (CFO) of the Client.

3. In addition to such other functions as the CFO may deem expedient and necessary for the due execution of the project by the Contractor, the CFO shall be responsible for the following -

- (a) Notify the respective fishermen entitled under the project and instruct them as to the payment of their portion of the project cost;
- (b) Carry out inspections of the standard of workmanship and instruct the Contractor to remedy any defects observed by him in relation to any Alia constructed for the purposes of the project.
- (c) Authorise the release by the Contractor of the Alias to the respective fishermen entitled under the project.

4. To facilitate the carrying out of the CFO's supervisory functions under the terms of this Agreement the Contractor undertakes and agrees as follows -

- (a) To assist and co-operate with the CFO in carrying out his functions:
- (b) To carry out any lawful instructions by the CFO pertaining to any defects of workmanship or other matters incidental to the due execution of the project:

(c) To permit the CFO to enter the Contractor's premises at Vaitele at all reasonable times during working hours in order for the CFO to view and/or inspect the progress of the project:

5. The functions of the CFO under the terms of this Agreement may be conducted or carried out by him in person or by any of his officers duly authorised by him.

CONTRACT PRICE

6. The parties hereto agree that the cost of each Alia shall be fixed at the price of TWENTY TWO THOUSAND TALA (\$22,000.00)

7. The total contract price of the project shall be THREE HUNDRED AND SEVENTY FOUR THOUSAND TALA (\$374,000.00) to be funded as follows -

(a) Client Contribution represented by -

(i) FFA & USAID contribution - WS \$140,879.00

(ii) Fisheries Revolving Fund - WS \$ 34,584.00

T.P.

(iii) DAG ~~027~~ 030 *[Signature]*, - WS \$ 82,087.00

(b) Fishermen Contribution - WS \$116,450.00

(\$6,850. per Alia x 17)

TOTAL - WS \$374,000.00

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PAYMENT OF CONTRACT PRICE

8. The contract price shall be paid as follows:

(a) Each fisherman entitled under the project shall pay to the Contractor his contribution of WS\$6,850 immediately upon receipt of notification from the CFO and in no case later than 4 weeks from the date of such notification.

(b) Immediately upon commencement of this

Agreement the Client shall pay to the Contractor the sum of WS\$128,775.00 being 50% of the Client's total contribution.

- (c) On the completion of each Alia, the Client shall pay to the Contractor a sum of WS\$6,060.00 being one seventeenth of 40% of the Client's total contribution.
- (d) The Client shall withhold the sum of WS\$25,755.00 being 10% of the Client's total contribution which shall only be paid by the Client to the Contractor upon the completion of the project and due delivery to the Client of the seventeenth Alia.

COMMENCEMENT AND DURATION

9. This Agreement shall commence from the date of execution hereof first hereinbefore mentioned and shall be completed within 18 calender months from such date.

PERFORMANCE BOND

10. The Contractor shall on commencement date execute a performance bond in favour of the Client for the sum of WS\$37,400 which bond shall provide a guarantee by the Contractor to the Client to the effect that it will duly and diligently execute the whole of the works as hereinbefore mentioned within the term of this Agreement.

11. Should the Contractor fail to perform the whole of the works on the expiration of the last day of this agreement, then on the day immediately following, the Contractor shall pay to the Client the said sum of WS\$37,400.

PROVIDED that the payment of the said sum shall not release the Contractor from its obligation to fulfill its part of this Agreement in full and the Client may exercise any or a combination of the following options:

- (a) Terminate this Agreement forthwith; or
- (b) Demand specific performance; or
- (c) Seek for damages from the Client through legal process.

EXTENSION OF TIME

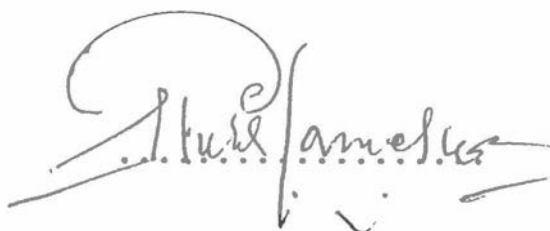
12. Notwithstanding clauses 10, 11 and 12 hereof the Contractor may request an extension of time over and above the term hereinbefore mentioned in the event of any delays to the project occasioned by factors outside the control or reasonable contemplation of the Contractor and the Client shall not unreasonably withhold its consent to such request and where an extension of time is granted the obligation of the Contractor under Clause 12 hereof shall not come into effect until the expiration of such extension.

ARBITRATION

13. Any disagreement between the parties hereto shall be referred to Arbitration of a single Arbitrator agreed to by both parties and the decision of the said Arbitrator shall be final and binding on both parties.


IN WITNESS WHEREOF this Agreement was executed by the parties hereto on the date first hereinbefore mentioned:

SIGNED by the Honourable)
PULE LAMEKO Minister of)
Agriculture Forests and)
Fisheries for and on)




behalf of the Client)

In the presence of

WITNESS: 

OCCUPATION: PRINCIPAL STATE SQUAD

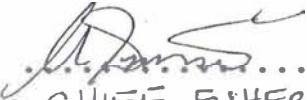
ADDRESS: ATTORNEY GENERAL'S OFFICE

SIGNED by FARANI POSALA) 

Managing Director of the)

Contractor)

In the presence of

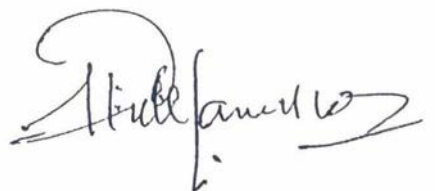
WITNESS: 

OCCUPATION: CHIEF FISHERIES OFFICER

ADDRESS: C/O FISHERIES DIVISION

SCHEDULE

1. Number of Alias - 17 only
2. Description : Double - hull aluminium Alia catamaran equipped with 4 only wooden fishing reels and stands with USAID mark/label affixed thereto.



DATED: 16 AUGUST 19

BETWEEN: THE DEPARTMENT OF AGRICULTURE
FORESTS AND FISHERIES

"CLIENT"

AND : SMACK COMPANY LIMITED

"CONTRACTOR"

AGREEMENT FOR CONSTRUCTION OF SUBSIDIARY
ALIA PROJECT
