**CONTRACT FOR THE SUPPLY OF STANDARD GOODS**

**SPECIFIC CONTRACT CONDITIONS**

**FOR**

**SAFETY SIGNAGE**

**[CONTRACT NUMBER:]**

**This contract for the Supply of Standard Goods (“Contract”)**  
is entered into between:

The Government of Kiribati through the Public Utility Board with its office at the address stated in Article 4 of the SCC (hereinafter referred to as the “Procuring Entity”)

and

[name of the Supplier] with address as stated in Article 4 of the SCC (hereinafter referred to as the “Supplier”), together referred as the “Parties”.

**RECITALS**

WHEREAS the Procuring Entity wishes to receive from the Supplier, and the Supplier is willing to provide to the Procuring Entity, the Standard Goods as more fully defined hereinafter;

WHEREAS the Supplier is ready and willing to accept the Contract with the Procuring Entity, the Parties agree to the following terms and conditions:

### General provisions

The following annexes form an integral part of the Contract.

* Annex A – Condition for Supply of Standard Goods;
* Annex B – Specifications;
* Annex C – General Contract Conditions; and
* Annex D – Price Form.

### Scope of the Supply of Standard Goods

The Supplier shall provide the Standard Goods described in Annex A to the SCC “Conditions for Supply of Standard Goods” (the “Goods”) on the delivery date or dates (“Delivery Date or Dates”) and in accordance with the “Specifications” set out in Annex B to the SCC and shall remedy defects in conformity in all respects with the provisions of the Contract.

### Payment

* 1. The Procuring Entity shall pay the Supplier in accordance with the terms of the Contract a total amount of (the “Contract Amount”):

|  |  |
| --- | --- |
| **AU$** | **[insert total amount]** |

* 1. Upon submission of an appropriate invoice by the Supplier in accordance with Part V of the GCC, the Contract Amount, or partial Contract Amount, shall be paid in AU$ in a lump sum.
  2. Final payment will be made upon acceptance of the Goods in accordance with Part V of the GCC.
  3. The Supplier shall have sole responsibility for:

1. the payment of all taxes, including any indirect taxes and value-added taxes (VAT) arising out of or in connection with the Contract, whether paid as part of the Contract Amount or not, and
2. the filing of any required tax returns or other information related thereto with the relevant tax authorities.

If any tax must be paid by the Procuring Entity on account of any payment hereunder, the amount of any such tax shall be deducted from the amount payable by the Procuring Entity to the Supplier.

* 1. Payment shall be made to the bank account of the Supplier as specified in Article 4 of the SCC.

### Official Addresses for Notices and Requests

Any notice, or request under the Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail or e-mail to the party to which it is required to be given or made at such party's address specified below. In case of a change of contact person, the Party concerned is obliged to inform the other Party in good time.

For the Procuring Entity:

|  |  |
| --- | --- |
| Address | Public Utilities Board |
| Country | Republic of Kiribati |
| Attention of | Chief Executive Officer |
| e-mail | ceopubjry@gmail.com |
| Phone | +686 75126929 |

For the Supplier:

|  |  |
| --- | --- |
| Address |  |
| Country |  |
| Attention of |  |
| e-mail |  |
| Phone |  |
| Bank account details |  |

### Rights and Obligations of the Supplier

The rights and obligations of the Supplier are strictly limited to the terms and conditions of this Contract that include the GCC and the SCC. Accordingly, the Supplier shall not be entitled to any payment except as expressly provided in this Contract.

### Effectiveness

The Contract shall become effective, as per Clause 9 of the GCC, upon due execution by the Parties and shall continue in full force and effect until the earlier of:

1. complete performance of the Supplier’s obligations under the Contract, including guarantees obligations, and all payments therefore, or
2. termination of the Contract in accordance with Clauses 17 or 18 of the GCC.

### Duration of the Contract

The Contract shall have an overall duration of (in line with Annex A):

|  |  |
| --- | --- |
| Start Date | End Date |
| Contract Effective Date | Contract Effective Date plus six months |

### Amending the Standard Terms and Conditions

Not Applicable.

\* \* \* \* \*

The Parties have agreed on the terms and conditions of this Contract which has been signed in two (2) original copies whereof the Parties have received one (1) copy each.

**FOR THE PROCURING ENTITY FOR THE SUPPLIER**

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: | Signature: |
| Name: James Young | Name: |
| Position: Chief Executive Officer | Position: |
| Company: Public Utilities Board, Kiribati | Company: |
| Date: | Date: |
| Witness | Witness |
| Signature: | Signature: |
| Name: | Name: |

# ANNEX A – CONDITIONS FOR SUPPLY OF STANDARD GOODS

### Goods to be supplied

Safety signs in English and i-Kiribati as described in ANNEX B.

### Delivery date(s)

Goods may be delivered in up to four lots over a six-month period from the effective date. Part payment shall be made according to the Goods shipped and the Price Form.

### Terms of Delivery

### The Goods will be collected by a PUB representative and checked before being individually accepted within four days of arrival.

### Once accepted payment will be made for the Goods individually accepted.

### Carrier nomination

Supplier to select its preferred carrier.

### Documents to be provided

Packing list to be provided with each shipment.

### Packing requirements

The signs shall be packed and shipped as follows:

* Packed in protective and waterproof wrapping.
* Assembled in separately labelled packages (labels to be PUB or MISE or MLPID and Electricity or Water making 3 x 2 = 6 packages – see Description of Goods).
* Shipped by container to the Port of Betio or by Air Freight to Bonriki International Airport depending upon the size and weight of the packages.
* Part-orders may be shipped as the Goods become available with a maximum of four shipments in total being made.

### Other conditions

Goods shall be delivered to the Port of Betio. The Procuring Entity shall arrange for customs clearance, quarantine as required and unpacking. The Supplier shall be informed of the time and place of the unpacking.

For the signs in English, the signage shall comply with Australian/New Zealand Standards or International Standards Organisation Safety Sign Standards. The supplier shall quote the Standard(s) to which its signage conforms. A mix of Standards is acceptable. For the signs in i-Kiribati, the signs shall comply with these Standards as closely as practical.

The signs shall be made from the materials listed in the Description of Goods, and shall be approximately the dimensions listed in the Description of Goods. In the case of a particular sign being readily available in an alternative material or similar size, the supplier, may nominate this alternative material.

One set of signs shall be in English on one set of signs shall be in i-Kiribati in accordance with the translations provided.

# ANNEX B – SPECIFICATIONS

The Specifications are contained in the following table.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Sign** | **Quantity** | | |
| **PUB** | **MLPID** | **MISE** |
| **Electricity** | | | | | |
| 1 | Entrance  140mmx400mm  Polypropylene  AUD48.26 |  | 5 | 5 | 2 |
| 2 | Exit  Luminous  180mmx450mm  Self-Adhesive Vinyl  AUD 54.49 |  | 5 | 5 | 2 |
| 3 | Exit  Luminous  180mmx350mm  Metal  AUD 75.50 |  | 5 | 5 |  |
| 4 | Authorised Employees Only  254mmx356 mm  Self-Adhesive Vinyl  90mmx125mm  AUD 47.96 |  | 10 | 5 | 10 |
| 5 | Authorised Employees Only  225mmx300mm  Metal  AUD 32.85 |  | 5 | 5 |  |
| 6 | Danger – High Voltage  225mmx300mm  Metal  AUD 32.85 |  | 8 | 5 |  |
| 7 | Danger – Do Not Enter  300mmx450mm  Metal  AUD34.77 |  | 5 | 5 |  |
| 8 | Trips Hazards  225x300  Polypropylene  AUD 28.53 |  | 8 | 5 |  |
| 9 | Trips Hazards  250x180  Self-Adhesive Vinyl  AUD 16.86 |  | 5 | 5 | 12 |
| 10 | Buried Cable  450mmx600mm  Polypropylene  AUD129.94 |  | 5 | 5 |  |
| 11 | Buried Electric Cable  450mmx600mm  Metal  AUD 149.79 |  | 10 | 5 |  |
|  | **Water and Wastewater Signs** | | | | |
| 12 | Entrance  140mmx400mm  Polypropylene  AUD48.26 |  | 5 |  | 15 |
| 13 | Exit  Luminous  180mmx450mm  Self-Adhesive Vinyl  AUD 54.49 |  | 5 |  | 15 |
| 14 | Exit  Luminous  180mmx350mm  Metal  AUD 75.50 |  | 5 |  | 15 |
| 15 | Authorised Employees Only  Polypropylene  225x300  AUD 28.53 |  | 5 |  | 30 |
| 16 | Danger – Do Not Enter  300x450  Metal  AUD 34.77 |  | 5 |  | 3 |
| 17 | Trips Hazards  225x300  Polypropylene  AUD 28.53 |  | 5 |  | 2 |
| 18 | Trips Hazards  250x180  Self-Adhesive Vinyl  AUD 16.86 |  | 5 | 5 | 2 |
| 19 | (Construction Work Ahead)  Prepare to Stop Kit  600mmx900mm  Powder Coated Steel  AUD 182.05 |  | 4 | 4 | 2 |
| 20 | (Construction Work Ahead)  Prepare to Stop Sign  1200mmx900mm  Metal  AUD 118.44 |  | 4 | 4 | 4 |
| 21 | (Construction Work Ahead)  Speed Limit 10 Sign  450mmx600mm  Metal  AUD 63.60 |  | 5 | 5 | 4 |
| 22 | Barriers  2.4 m  AUD 148.79 |  | 10 | 5 |  |
| 23 | Cones  Hi-Vis  450mm or 700mm high  PVC  AUD51.60 |  | 10 blue with white band Hi-Vis  20 orange with white band Hi-Vis | 10 blue with white band Hi-Vis  20 orange with white band Hi-Vis | 4 blue with white band Hi-Vis  8  orange with white band Hi-Vis 12 |
| 24 | Printed Barrier Tape  75mmx60m  Polypropylene  AUD32.58 |  | 10 | 10 | 5 |
| 25 | (Trenches)  Deep Excavation  450mmx600mm  Polypropylene  AUD129.94 |  | 4 | 4 | 3 |
| 26 | (Trenches)  Excavation In Progress  450mmx600mm  Polypropylene  AUD60.51 |  | 4 | 4 | 2 |
| 27 | (Trenches)  Construction Site Do Not Enter  450mmx600mm  Polypropylene  AUD60.51 |  | 5 | 5 | 2 |

Signs to be duplicated in i-Kiribati.

|  |  |
| --- | --- |
| **English** | **i-Kiribati** |
| Entrance | Tabo n Rin |
| Exit | Tabo n Otinako |
| Danger | Kamamate |
| Electrical Hazard | Ko kona ni tiaoki n te Iti |
| Authorised Personnel Only | Ti ibukiia aika a Kariaiakaki |
| High Voltage | Te Iti ae Korakora |
| Do Not Enter | Tai Rin |
| Watch Your Step | Nakonako ma te Taratara Raoi |
| Tripping Hazard | Ko kona ni Kabuanibwai man Baen Waem |
| Cable Buried Below | Iai Te Uaea i Antano |
| Buried Electrical Cable Below | Iai Uaean te Iti i Antano |
| Restricted Area | Te Tabo ae Katabuaki Kawarana |
| Prepare to Stop | Tauraoi n Tei |
| Speed Limit | Tokin te Buti |
| Deep Excavation | Te Mwanono ae Nano |
| Excavation in Progress | E waaki te Keniken |
| Construction Site | Te Tabo ni Kateitei |

# ANNEX C – GENERAL CONTRACT CONDITIONS

Refer to the attached General Conditions of Contract.

# ANNEX D – PRICE FORM

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **A** | **B** | **C** | **D** | **E** | **F** | **G** | **H** | **I** |
| **Item** | **Description** | **Change** | **English** | | | **i-Kiribati** | | |
| **Number** | **Unit Price** | **Total** | **Number** | **Unit Price** | **Total** |
| **Electricity** | | | | | | | | |
| 1 | **Entrance** |  | 12 |  |  | 12 |  |  |
| 140mmx400mm |  |  |  |  |  |  |  |
| Polypropylene |  |  |  |  |  |  |  |
| 2 | **Exit** |  | 12 |  |  | 12 |  |  |
| Luminous |  |  |  |  |  |  |  |
| 180mmx450mm |  |  |  |  |  |  |  |
| Self-Adhesive Vinyl |  |  |  |  |  |  |  |
| 3 | **Exit** |  | 10 |  |  | 10 |  |  |
| Luminous |  |  |  |  |  |  |  |
| 180mmx350mm |  |  |  |  |  |  |  |
| Metal |  |  |  |  |  |  |  |
| 4 | **Danger** |  | 25 |  |  | 25 |  |  |
| **Electrical Hazard Authorised Personnel Only** |  |  |  |  |  |  |  |
| 254mmx356 mm |  |  |  |  |  |  |  |
| Self-Adhesive Vinyl |  |  |  |  |  |  |  |
| 5 | **Danger Authorised Personnel Only** |  | 10 |  |  | 10 |  |  |
| 225mmx300mm |  |  |  |  |  |  |  |
| Metal |  |  |  |  |  |  |  |
| 6 | **Danger High Voltage Authorised Personnel Only** |  | 13 |  |  | 13 |  |  |
| 225mmx300mm |  |  |  |  |  |  |  |
| Metal |  |  |  |  |  |  |  |
| 7 | **Danger Do Not Enter** |  | 10 |  |  | 10 |  |  |
| 300mmx450mm |  |  |  |  |  |  |  |
| Metal |  |  |  |  |  |  |  |
| 8 | **Danger Watch Your Step** |  | 13 |  |  | 13 |  |  |
| 225x300 |  |  |  |  |  |  |  |
| Polypropylene |  |  |  |  |  |  |  |
| 9 | **Tripping Hazard** |  | 22 |  |  | 22 |  |  |
| 250x180 |  |  |  |  |  |  |  |
| Self-Adhesive Vinyl |  |  |  |  |  |  |  |
| 10 | **Danger Buried Cable Below** |  | 10 |  |  | 10 |  |  |
| 450mmx600mm |  |  |  |  |  |  |  |
| Polypropylene |  |  |  |  |  |  |  |
| 11 | **Danger  Buried Electric Cable Below** |  | 15 |  |  | 15 |  |  |
| 450mmx600mm |  |  |  |  |  |  |  |
| Metal |  |  |  |  |  |  |  |
| **Water and Wastewater Signs** | | | | | | | | |
| 12 | **Entrance** |  | 20 |  |  | 20 |  |  |
| 140mmx400mm |  |  |  |  |  |  |  |
| Polypropylene |  |  |  |  |  |  |  |
| 13 | **Exit** |  | 20 |  |  | 20 |  |  |
| Luminous |  |  |  |  |  |  |  |
| 180mmx450mm |  |  |  |  |  |  |  |
| Self-Adhesive Vinyl |  |  |  |  |  |  |  |
| 14 | **Exit** |  | 20 |  |  | 20 |  |  |
| Luminous |  |  |  |  |  |  |  |
| 180mmx350mm |  |  |  |  |  |  |  |
| Metal |  |  |  |  |  |  |  |
| 15 | **Restricted Area Authorised Personnel Only** |  | 35 |  |  | 35 |  |  |
| Polypropylene |  |  |  |  |  |  |  |
| 225x300 |  |  |  |  |  |  |  |
| 16 | **Danger** |  | 8 |  |  | 8 |  |  |
| **Authorised Personnel Only** |  |  |  |  |  |  |  |
| 300x450 |  |  |  |  |  |  |  |
| Metal |  |  |  |  |  |  |  |
| 17 | **Danger Watch Your Step** |  | 8 |  |  | 8 |  |  |
| 225x300 |  |  |  |  |  |  |  |
| Polypropylene |  |  |  |  |  |  |  |
| 18 | **Tripping Hazard** |  | 12 |  |  | 12 |  |  |
| 250x180 |  |  |  |  |  |  |  |
| Self-Adhesive Vinyl |  |  |  |  |  |  |  |
| 19 | **Prepare to Stop** |  | 10 |  |  | 10 |  |  |
| Kit (including sign) |  |  |  |  |  |  |  |
| 600mmx900mm |  |  |  |  |  |  |  |
| Powder Coated Steel |  |  |  |  |  |  |  |
| 20 | **Prepare to Stop** |  | 12 |  |  | 12 |  |  |
| 1200mmx900mm |  |  |  |  |  |  |  |
| Metal |  |  |  |  |  |  |  |
| 21 | **Speed Limit 10** |  | 14 |  |  | 14 |  |  |
| 450mmx600mm |  |  |  |  |  |  |  |
| Metal |  |  |  |  |  |  |  |
| 22 | **Barriers** |  | 15 |  |  |  |  |  |
| Expands to 2.4 m |  |  |  |  |  |  |  |
| 23 | **Cones** |  | 24xBlue 48xOrange |  |  |  |  |  |
| Hi-Vis |  |  |  |  |  |  |  |
| 450mm or 700mm high |  |  |  |  |  |  |  |
| PVC |  |  |  |  |  |  |  |
| 24 | **Printed Barrier Tape** |  | 25 |  |  |  |  |  |
| 75mmx60m |  |  |  |  |  |  |  |
| Polypropylene |  |  |  |  |  |  |  |
| 25 | **Danger Deep Excavation** |  | 15 |  |  | 15 |  |  |
| 450mmx600mm |  |  |  |  |  |  |  |
| Polypropylene |  |  |  |  |  |  |  |
| 26 | **Danger Excavation in Progress** |  | 10 |  |  | 10 |  |  |
| 450mmx600mm |  |  |  |  |  |  |  |
| Polypropylene |  |  |  |  |  |  |  |
| 27 | **Danger Construction Site  Do Not Enter** |  | 12 |  |  | 12 |  |  |
| 450mmx600mm |  |  |  |  |  |  |  |
| Polypropylene |  |  |  |  |  |  |  |
| **Subtotal** | | |  |  | **AUD A** |  |  | **AUD B** |
| **Packing and Shipping** | | |  |  |  |  |  | **AUD C** |
| **Total** | | |  |  |  |  |  | **AUD A+B+C** |