**CONTRACT FOR THE SUPPLY OF SPECIFIED GOODS**

**SPECIFIC CONTRACT CONDITIONS**

**FOR**

**Kitset Package 20m x 15m light industrial steel building for Tarawa Materials Recovery Facility**

**16 - GOO1 - 23**

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

The Government of Kiribati through the [Ministry of Environment. Lands and Agricultural Development 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 Specified 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 Specified Goods;
* Annex B – Specifications;
* Annex C – General Contract Conditions;
* *Annex D – Schedule of Delivery Dates;*
* *Annex E… (add annexes as required)*

### Scope of the Supply of Specified Goods

The Supplier shall provide the Specified Goods described in Annex A to the SCC “Conditions for Supply of Specified 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 shall be paid in AU$ [*in a lump sum [****or****] in accordance with the following payment schedule (delete the table if lump sum)*]:

|  |  |  |
| --- | --- | --- |
| No | Payment Date: | Amount |
| 1st | On Contract Signing |  |
| 2nd | On issuance of a Bill of lading ex Fiji transhipment |  |

* 1. Final payment will be made upon acceptance of the Services in accordance with Part V of the GCC.
  2. 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 | Ministry of Environment, Lands and Agricultural Development, P.O. Box 234 Bikenibeu, Tarawa |
| Country | Republic of Kiribati |
| Attention of | **Programme Manager: Kiribati Solid Waste Management Programme** |
| e-mail | a.leney@melad.gov.ki |
| Phone | 730 46 265 |

For the Supplier:

|  |  |
| --- | --- |
| Address |  |
| Country |  |
| Attention of | **[authorised representative]** |
| 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, which 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 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 18 and 19 of the GCC.

### Duration of the Contract

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

|  |  |
| --- | --- |
| Start Date | End Date |
|  |  |

*[specify delivery date (if only one delivery) duration in years / months / days or date of termination]*

### Amending the Standard Terms and Conditions

The following Special Conditions have been agreed by the Parties, and shall replace the referred Clause 00 of the General Contract Conditions, wholly or partly, as described below

*[clearly regulate possible and exceptional amendments of the General Contract Conditions, which have* *to be approved in advance by the OAG]*

\* \* \* \* \*

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**

(date, name and signature) (date, name and signature)

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**In witness by**

(date, name and signature) (date, name and signature)

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# ANNEX A – CONDITIONS FOR SUPPLY OF SPECIFIED GOODS

### Goods to be supplied

**Kitset Package:** 20m x 15m light industrial steel building for Tarawa Materials Recovery Facility

**Supplied as:** Kitset package.

**Building Size:** 20m long X 15m wide, approximately 4.8m stud height.

**Coatings:** Coating to be as specified for Very Severe Marine Environment to meet Macroclimate Corrosion category C 5 - M (From AS/NZS 2312.1)

**Roof & Wall claddings**: Pre-painted industrial coating steel roof material thickness minimum 0.4mm

**Downpipes & Gutters:** included.

**Framing:** Galvanised Steel column thicknesses minimum 1.2 mm,

**Main Door:** One Roller Door of 4m wide and Minimum 4m height

**Secondary doors:** Two Roller doors of 3.5 m wide and minimum 4 m height;

**Access Door:** 1 PA door

**Delivery:** Price to Include delivery to Port of Betio, Tarawa, Kiribati. The Kitset should be expected to be packed into a single 40ft shipping container.

### Delivery date(s)

*Delivery date(s)*

### Terms of Delivery

*DDP of Incoterms 2020 is recommended*

### 

### Carrier nomination

### Documents to be provided

*Such as invoice, packing lists, insurance documents* **Written Instructions and plans:** Engineering drawings for concrete floor to be supplied; must contain comprehensive assembly instructions for local assembly contractor; Relevant AS/NZS compliance documents and Producer Statements

### Packing requirements

*Packed into a single 40ft Shipping container*

### Other conditions

# ANNEX B – SPECIFICATIONS

**Kitset Package:** 20m x 15m light industrial steel building for Tarawa Materials Recovery Facility

**Base Building Specifications**

**Supplied as:** Kitset package.

**Building Model:** light industrial.

**Building Size:** 20m long X 15m wide, approximately 4.8m stud height.

**Internal Partitions:** None.

**Building Use:** Recycling equipment shed.

**Foundation: Concrete slab:** not included in price, to be supplied locally, engineering drawings for concrete floor to be supplied and any steel fittings into the slab must be supplied

**Earthquake Zone:** NO Earthquakes.

**Wind Zone:** Low: NO Cyclones (Location site on Equator).

**Written Instructions and plans:** Engineering drawings for concrete floor to be supplied; must contain comprehensive assembly instructions for local assembly contractor.

**Roof and Cladding**

**Coatings:** Coating to be as specified for Very Severe Marine Environment to meet Macroclimate Corrosion category C 5 - M (From AS/NZS 2312.1)

**Roof**: Pre-painted industrial coating steel roof material thickness minimum 0.4mm **OR:** Aluminium cladding (Two quotes can be supplied, one to suit either cladding if desired); No eaves. To Include Translucent and tinted Roof Sheets sufficient for four roof sheets on each sound spaced evenly down the building.

**Wall Cladding:** Pre-painted industrial coating steel cladding material thickness minimum 0.4mm **OR:** Aluminium cladding (Two quotes can be supplied, one to suit either cladding).

**Downpipes & Gutters:** required, ideally to match cladding.

**Framing:** Galvanised Steel column thicknesses minimum 1.2 mm, and meet loading and span requirements from New Zealand Building Code

**Openings**

**Main Door:** One Roller Door of 4m wide and Minimum 4m height central in one 15m end;

**Secondary doors:** Two Roller doors of 3.5 m wide and minimum 4 m height; one in the opposite 15m end; the second in one 20m side, generally in a central location (exact location flexible).

**Access Door:** 1 PA door in same end as 3.5m secondary roller door

# ANNEX C – GENERAL CONTRACT CONDITIONS

*[Refer to the GCC in .pdf format, replacing this document]*