**CONTRACT FOR THE SUPPLY OF SPECIFIED GOODS**

**SPECIFIC CONTRACT CONDITIONS**

**FOR**

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

**16 - SS009 - 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

**[Insert Supplier name**] 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)

### Provision of Standard Services

The Service Provider shall provide the Standard Services described in Annex A to the SCC “Conditions for Provision of Standard Services” (maintenance and extension) on the delivery date or dates (37 days) and in accordance with the “Specification” set out in Annex B to the SCC and shall remedy defects and / or non-conformities in compliance 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$** |  |

* 1. Upon submission of an appropriate invoice by the Supplier in accordance with Part VI of the GCC, the Contract Amount shall be paid in AU$ in accordance with the following payment schedule

|  |  |  |
| --- | --- | --- |
| No | Payment Date: | Amount |
| 1st | On Contract Signing, deposit payment to allow placement of a kitset shed manufacture order, plus order for materials for concrete foundations, including cement and steel work reinforcing. |  |
| 2nd | On issuance of a Bill of lading for transport of foundation materials ordered for slab to Tarawa |  |
| 3rd | On issuance of a Bill of lading for transport of Kitset shed to TRW |  |
| 4th | On arrival at the Port of Betio after customs clearance and preliminary checking of slab materials supplied to specification |  |
| 5th | On arrival at the Port of Betio after customs clearance and preliminary checking of kitset steel shed supplied to specification |  |
| 6th | On acceptance by MISE of building approval to construct the kitset shed and of site preparation at shed construction site; and direction to go ahead and construct shed foundation slab from MELAD. Foundation drawings to be cleared by MISE and MELAD. |  |
| 7th | On completion of shed foundation slab to specification |  |
| 8th | On acceptance of shed foundation slab by MELAD and clearance to go ahead and construct the kitset shed. |  |
| 9th | On completion of shed construction, final inspection by MELAD and written acceptance of contract completed to an acceptable standard |  |

* 1. Final payment will be made upon acceptance of the Services in accordance with Part VI 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 |  |
| e-mail |  |
| Phone |  |

For the Service Provider:

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

### Rights and Obligations of the Service Provider

The rights and obligations of the Service Providor 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 **Error! Reference source not found.** 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 15 and 16 of the GCC.

### Duration of the Contract

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

|  |  |
| --- | --- |
| Start Date | End Date |
| XXXXX 2023 | **XXXX 2024** |

### 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 SERVICE PROVIDER**

(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 PROVISION OF STANDARD SERVICES

### Services to be provided

*Brief description of the services*

Supply and construct a kitset steel building of 300m² floor area, complete with concrete foundation slab and all local building permit approvals.

### Execution period(s)

*Beginning of execution – in line with Clause 9 of the GCC and Article 5 of the SCC*

The execution period will commence on the signing of the contract

Execution will take place over eight (8) months to allow time to order all materials from overseas, and transport and import them into Kiribati, and then construct the kitset shed onto the foundation slab in Betio.

The execution period will end with the final acceptance of the shed, built to the specification of the shed manufacturer, which must be compliant with Australian or New Zealand standards.

### Terms of Services provision

*Specify terms of Services as per the Specification*

**1. Kitset building Package:** 20m x 15m light industrial steel building for Tarawa Materials Recovery Facility of 300m² floor area.

**Supplied as:** Kitset package.

**Building Model:** light industrial.

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

**Building Use:** Recycling equipment shed.

**2. Concrete Foundation slab for 300m² Kitset shed above:** built to the shed manufacturer's specification, and incorporating a vehicle inspection pit, foundation drawing supplied by the Procuring Entity after acceptance by MISE. All reinforcing steel, cement, and form work and labour needed to construct the slab to be supplied as part of this contract.The supplier must include all materials for the foundation slab construction, except sand and aggregate which will be supplied by KSWMP.

### 3. Erection of kitset shed: to manufacturer's specification and plans, including all roller doors, claddings, flashings, gutters etc. supplied in the kit, constructed to meet AS/NZS building standards to a turn-key final state.

**4. Building Permit application process:** The supplier must conduct all the necessary work to gain the building permits required from MISE though the process of submitting drawings and designs to MISE to gain building approval.

### Documents to be provided

**Written Instructions and plans:** Engineering drawings for concrete floor to be agreed with KSWMP; manufacturer's standard concrete slab drawings for the Kitset shed to be supplied to Clients' nominated engineer for revisions to be agreed with client; Structural Engineer consultant; Relevant AS/NZS compliance documents and Producer Statements included for local building code compliance.

### Other conditions

*Specify if necessary*

## Description of the Goods

**1. Kitset building Package:** 20m x 15m light industrial steel building for Tarawa Materials Recovery Facility of 300m² floor area.

**Base Building Specifications**

**Supplied as:** Kitset package.

**Building Model:** light industrial.

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

**Design working life**: rated at 50 years in Australian conditions;

**Internal Partitions:** None.

**Building Use:** Recycling equipment shed.

**Foundation: Concrete slab:**

**Earthquake Zone:** NO Earthquakes.

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

**Written Instructions and plans:** Engineering drawings for a standard concrete floor construction for the kitset shed must be supplied to KSWMP by the supplier, with final drawings to be supplied by the Procuring Entity.

**2. Concrete Foundation slab for 300m² Kitset shed above:** built to the shed manufacturer's specification, and incorporating a vehicle inspection pit, foundation drawing supplied by the Procuring Entity after acceptance by MISE. All reinforcing steel, cement, and form work and labour needed to construct the slab to be supplied as part of this contract.The supplier must include all materials for the foundation slab construction, except sand and aggregate which will be supplied by KSWMP.

### 3. Erection of kitset shed: to manufacturer's specification and plans, including all roller doors, claddings, flashings, gutters etc. supplied in the kit, constructed to meet AS/NZS building standards.

**4. Building Permit application process:** The supplier must conduct all the necessary work to gain the building permits required from MISE though the process of submitting drawings and designs to MISE to gain building approval.

### Delivery date

Delivery and construction to be completed by end of April 2024

### Requirements

All supporting documentation must be in English.

**Delivery:** Price to Include delivery of all materials to the Betio landfill MRF site, Tarawa, Kiribati.

**Construction:** built to comply with manufacturers specifications and instructions and Kiribati Building Code standards; to include foundation concrete slab built to design supplied by Procuring Entity.

### Other conditions

# ANNEX B – SPECIFICATIONS

[*detailed description of the Services, including the Specification of the Contract*]

**Kitset Package:** 20m x 15m light industrial steel building for Tarawa Materials Recovery Facility, including construction of the foundation concrete slab and the construction of the kitset building.

**Base Building Specifications**

**Supplied as:** Kitset package.

**Building Model:** light industrial.

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

**Design working life**: rated at 50 years in Australian conditions;

**Roof Pitch:** approximately 10 degrees

**Internal Partitions:** None.

**Building Use:** Recycling equipment shed.

**Foundation: Concrete slab:** to be constructed as part of this contract, engineering drawings for concrete floor will be supplied to the contractor by the buyer, and any steel fittings into the slab must be supplied prior to delivery of main kitset so that the slab can be built prior to the kitset shed delivery in Tarawa.

**Earthquake Zone:** NO Earthquakes.

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

**Written Instructions and plans:** Engineering drawings for a standard concrete floor construction for the kitset shed must be supplied to KSWMP by the supplier, with final drawings to be supplied by the buyer.

**Framing:**

**Bracing fixing:** screwed

**Frame base type fixing:** bolted

**Standards:** Structural design to meet AS/NZS 1170; workmanship and materials shall be in accordance with AS4100.

**Welds:** 6 mm continuous fillet type

**Bolts:** Commercial bolts of grade 4.6 to ASI 111; High strength structural bolts of grade 8.8 to AS 1252

**Gussets:** Gusset plates shall be 10 mm thick

**Corrosion protection:** Framing steel work should be hot dipped galvanised

**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 0.4mmNo 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

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

**Framing:** Galvanized Steel column thicknesses minimum 1.2 mm, and meet loading and span requirements from Australian or New Zealand Building Codes

**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.

**Foundation Slab**

**Concrete Slab:** Built to the shed manufacturer's specification except modifications required by Procuring Entity; Procuring Entity to provide final drawings with any modifications to the Supplier to work from.

**Construction of Shed**

Shed must be completed to the manufacturer's instructions to a turn-key, ready to use condition.

# ANNEX C – GENERAL CONTRACT CONDITIONS

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