



## **REQUEST FOR TENDER (RFT)**

### **WORKS**

<b>RFT NUMBER:</b>	<b>COR/ JUVENILE/ 2020/ 342</b>
<b>DESCRIPTION:</b>	<b>Construction of Juvenile Correctional Centre, Luganville</b>
<b>EMPLOYER:</b>	<b>Department of Correctional Services, Ministry of Justice &amp; Community Services Port Vila</b>
<b>TENDER SUBMISSION ADDRESS:</b>	<b>Office of the Central Tender Board Ministry of Finance &amp; Economic Management Top Floor S.I.P Building Rue Pasteur Port Vila</b>
<b>SUBMISSION DATE &amp; TIME:</b>	<b>Closing Date: Monday 4 May 2020 Time: 4:00pm</b>
<b>OPENING DATE &amp; TIME:</b>	<b>Opening Date: Thursday 7 May 2020 Time: 10:00 am</b>



## **REQUEST FOR TENDER**

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## LETTER OF INVITATION

<b>To: [EMPLOYER to enter]</b>	<b>RFT WORKS Ref</b>	<b>COR/ JUVENILE/ 2020/ 342</b>
	<b>Date Issued</b>	11 APRIL 2020
	<b>Validity of Tender</b>	200 days
	<b>Location of Works</b>	Luganville Correctional Centre
	<b>Completion Date</b>	By end of 2020
<b>Submission Date and Time (VANUATU Local Time)</b>		Closing Date: Monday 4 May 2020, 4pm
<b>Works Required: Demolition of old High Risk Unit, Construction of new Juvenile Correction Centre</b>		
<b>EMPLOYER Project Code</b>	08B12506	

You are invited to submit a Tender in response to this Request for Tender (RFT). The Works are being procured by **Department of Correctional Services through the Ministry of Justice and Community Services** (the “Employer”). The completed Tender must be signed by your authorised representative and must be valid for a minimum period as indicated above from the Closing Date of the RFT.

This Tender is open to all Tenderers who wish to respond to the RFT. Tenderers may only associate with each other either under a consortium, joint venture or association relationship, or under a sub-contractual agreement to complement their respective areas of supply to enhance their capacity to perform the Works.

This Invitation to Tender comprises of:

- Section 1 General Conditions of Tendering
- Section 2 Special Conditions of Tendering
- Section 3 Employer’s Technical Specifications
- Section 4 Tender Response Schedules
- Section 5 General Conditions of Contract
- Section 6 Special Conditions of Contract
- Section 7 Forms

**A Contractor will be selected using the evaluation procedure described in the RFT, ANNEX 1. Tenderers should address this scoring matrix under section 1.9 of Tender Response Schedule 2.**

Payments made against any Contract arising from this Tender will be made in the currency of the Tender and the Contract.



The Employer reserves the right to accept or reject any Tender, in part or in full, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer(s).

Instructions on how to respond to the Tender are provided in this RFT.

Please submit your Tender by mail, courier or hand to the address stated on the cover page of the RFT in a sealed envelope/ package, marked as requested in this RFT. Your Tender must be received before the Closing Date and Time for submission of Tenders. Tenders received after this deadline shall not be considered and shall be rejected

Name: **DOROSDAY KENNETH DHRESSEN**  
Title/Position: **DIRECTOR GENERAL**  
Address: **MINISTRY OF JUSTICE AND COMMUNITY SERVICES**  
**PRIVATE MAIL BAG 9084**  
**PORT VILA - VANUATU**



## SECTION 1 GENERAL CONDITIONS OF TENDERING

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## 1.1. PREPARATION OF TENDERS

1.1.1. The Employer invites Tenders for the construction of Works as described in the Employer's Technical Specifications (See Section 3) of this RFT. The Tenderer shall inform itself fully of all circumstances and conditions relating to submitting a Tender, including site visits if appropriate, and shall satisfy itself as to the correctness and sufficiency of the RFT documentation.

1.1.2. The estimated timeframe for commencement and completion of the Works is given in the Special Conditions of Tendering (**SCT**) (See Section 2).

1.1.3. The Tenderer shall prepare its Tender using the Tender Response Schedules (**TRS**) as detailed in the **SCT**. In case of a consortium, association or joint venture, each member shall complete the **TRS**. The completed and signed TRS, together with the required supporting documentation will form the Tender and shall be the basis on which the Tender will be evaluated.

1.1.4. The Tenderer shall provide with the tender the following:

- (a) Proposed Work Method Statement and Construction Programme, giving descriptions, drawings, charts, as necessary, to comply with the requirements of the Employer's Technical Specifications. Any Tender that is not submitted with a proposed Work Method Statement and Construction Programme will be regarded as non-responsive and shall be rejected;
- (b) One only of the following as stated in the **SCT**:
  - i. In the case of the basis of payment under the contract being the actual quantities of work ordered and carried, a Bill of Quantities
  - ii. In the case of the basis of payment under the Contract being the tendered lump sum, a Schedule of Activities.

The preamble and instructions for completing a Bill of Quantities or a Schedule of Activities, as required, are contained in Section 3, the Employer's Technical Specifications.

1.1.5. A Tenderer who submits or participates as a member of a Consortium, Joint-Venture or association in more than one Tender will cause all the Tenders with that Tenderer's participation to be disqualified. However, any firm or organisation is permitted to be a sub-contractor to more than one Tenderer.

1.1.6. Alternative Tender(s) shall only be permitted if so stated in the **SCT**.

1.1.7. The Tenderer shall prepare one original and three copies of the TRS, prepared in the English language. The Tenderer shall enclose the original and the copies, attaching the relevant documents as required by the TRS in one sealed envelope (or parcel) and clearly mark it with the RFT Works number, the Tender description and the name and address of the Employer, the Tenderer's name and address, and the submission time and date. The outer envelope must also bear the statement "Not to be opened before the tender opening session".



- 1.1.8. The Tenderer may withdraw its Tender before the deadline for submission of Tenders by submitting a notice of withdrawal. The notice must be submitted in an envelope identifying the Works RFT and clearly labelled "Withdrawal of Tender". The withdrawal will be announced at the Tender Opening, but the withdrawn Tender will not be opened nor further considered.
- 1.1.9. The Tenderer may amend its Tender before the deadline for submission of Tenders by submitting a notice of amendment. The notice, and amended Tender, must be submitted in an envelope identifying the RFT and clearly labelled "Amendment of Tender". The amended Tender will be opened and announced at the Tender Opening and considered in the subsequent evaluation of Tenders.
- 1.1.10. The Employer will not be responsible for, or pay for, any expense or loss, which may be incurred by a Tenderer in the preparation and submission of its Tender.
- 1.1.11. The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with Section 1.6.3 in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 1.1.12. An authorised representative of the Tenderer shall sign the original Tender. The authorisation shall be in the form of a written power of attorney accompanying the Tender or in any other form demonstrating that the representative has been duly authorised to sign and legally bind the Tenderer.

## **1.2. VALIDITY OF TENDER**

- 1.2.1 The Tender shall remain valid for the validity period stated in the **SCT** from the closing date for Tenders. In exceptional circumstances, the Employer may request that Tenderers extend the Tender validity period. The request and the Tenderer's response shall be made in writing. The Tenderer may refuse the request, but its Tender will no longer be considered. The Tenderer agreeing to the request will not be required or permitted to otherwise modify its Tender for the period of the extension.

## **1.3. ELIGIBILITY OF THE TENDERER, EQUIPMENT AND SERVICES**

- 1.3.1. A Tenderer may be a natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture, consortium or association, under an existing agreement, or with the intent to constitute a legally enforceable joint venture, consortium or association. Government-owned enterprises in Vanuatu may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent entity of the Government.
- 1.3.2. All members of a joint venture, consortium or association (other than sub-contractors) shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium or association agreement shall explicitly provide for the joint and several



liability of the members towards the Employer. The joint venture, consortium or association agreement shall be included with the tender.

- 1.3.3. Except as provided for in Clause 1.3.4 Tenderers shall not be excluded from tendering on the basis of nationality, degree of foreign affiliation or ownership, location, size, race or other criterion, not having to do with their qualifications or decisions taken against any Tenderer under Clause 1.4.
- 1.3.4. The Tenderer, including all members constituting the Tenderer, shall not have the nationality of any country that is prohibited by the legislation of the Republic of Vanuatu or by any international Agreement to which Vanuatu is a signatory, or by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. These countries and any applicable conditions are listed in the **SCT**. These countries and any applicable conditions are listed in the **SCT**.
- 1.3.5. Materials, equipment and services must not be supplied from those countries that are prohibited by the legislation of the Republic of Vanuatu or by any international Agreement of which the Republic of Vanuatu is a signatory, or by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. These countries and any applicable conditions are listed in the **SCT**.
- 1.3.6. If the Tenderer is a joint venture, consortium or association (this does not include sub-contractors) all of the members shall appoint one member to act as the Member-in-Charge with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the Employer.
- 1.3.7. The Tenderer must meet the following eligibility criteria:
  - (a) Must be registered in its country of origin;
  - (b) Be free from insolvency, bankruptcy or similar status;
  - (c) Have the legal capacity to enter into contract;
  - (d) Be current with payments of taxes;
  - (e) Not be ineligible pursuant to Clause 1.5;
  - (f) The Tenderer and any director, officer, manager or supervisor of the Tenderer has not, within a period of 3 years preceding the date of issuance of the invitation to Tender been convicted of any criminal offence, whether in Vanuatu or elsewhere:
    - (i) Relating to his professional conduct;
    - (ii) Relating to the making of false statements or misrepresentations as to his qualifications to enter into a procurement contract;
    - (iii) Involving dishonesty;
    - (iv) Under anti-corruption legislation; and
  - (g) Not be suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in Vanuatu or elsewhere.





#### **1.4. QUALIFICATIONS OF THE TENDERER**

1.4.1. To qualify for an award of Contract, Tenderers shall demonstrate that they possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the type of Works that are the object of this RFT business reputation and personnel to perform the Contract.

1.4.2. Tenderers shall meet the following minimum qualifying criteria.

- (a) Have an average turnover of construction work in the last three years of at least the amount specified in the **SCT**;
- (b) Provide three examples of work of a similar nature and complexity completed in the last three years;
- (c) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the **SCT**;
- (d) Provide a suitable Site Manager with the qualifications stated in the **SCT**, and with experience in works of an equivalent nature and volume, a minimum experience as a Site Manager over the period stated in the **SCT**;
- (e) Provide a list of key equipment for the completion of the works with proposals for its timely acquisition (own, lease, hire, etc.); the required minimum equipment is provided in the **SCT**;
- (f) Any other criteria as specified in the **SCT**.

1.4.3. The Employer shall disqualify a Tenderer:

- (a) If it finds that the information submitted in a Tender concerning its qualifications is false, misleading, inaccurate or materially incomplete, or
- (b) Whose Tender has previously been rejected by the Employer under Clause 1.5.4 below, or under Clause 5.13.1 of the General Conditions of Contract (GCC).

#### **1.5. CORRUPT OR FRAUDULENT PRACTICES**

1.5.1. The Employer requires that Tenderers observe the highest standard of ethics during the procurement proceedings and the execution of contracts.

1.5.2. The Employer defines corrupt, fraudulent, collusive, coercive or obstructive practices, for the purpose of this provision in Clause 5.13.1 of the General Conditions of Contract (GCC).

1.5.3. Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind come to the knowledge of the Employer, it shall, in the first place, allow the Tenderer to provide an explanation and shall take actions as below when a satisfactory explanation is not received.

1.5.4. In pursuance of this requirement, the Employer will, in the absence of an explanation that is satisfactory to the Employer, reject a Tender if it determines that the Tenderer recommended for award has, directly or through an agent or other third party, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.

#### **1.6. PRE-TENDER MEETING, CLARIFICATIONS AND ADDENDA**

1.6.1. If any Pre-Tender/Site Meeting is to be held, the time, date and location will be stated in the **SCT**.



1.6.2. The Tenderer may seek clarifications of the RFT by contacting in writing the Employer named in the **SCT**, no later than 10 days before the Tender submission closing date. The Employer shall send its response simultaneously to all Tenderers in writing, without disclosing the identity of the Tenderer requesting the clarification, or the identity of the other tenderers, no later than 7 days before the Tender submission closing date.

1.6.3. If for any reason the RFT has to be amended, the Employer will modify it by issuing an Addendum in writing, which should be acknowledged in writing by the Tenderer. The Tenderer should note that such an Addendum will form part of the RFT and may, if required, cause an extension of the tender submission closing date and time.

### **1.7.TENDER PRICES, CURRENCIES, PAYMENTS AND TAXES**

1.7.1. The Tenderer must provide with the tender a completed Bill of Quantities or Schedule of Activities as stated in the **SCT** giving full prices with its tender.

1.7.2. Prices shall be stated in Vanuatu Vatu (VUV) or, if requested in the **SCT** any freely convertible currency and all payments made under the Contract shall be made in the currency(ies) stated in the Tender.

1.7.3. Taxes and duties shall be as stated in the **SCT**.

### **1.8.SUBCONTRACTORS**

1.8.1. If the Tenderer proposes to subcontract any component comprising more than 10% of the value of the Works, the Tenderer shall provide details of the proposed subcontractors, indicating the proposed part of the Works to be subcontracted and the previous relevant experience of that subcontractor, including a statement that the proposed subcontractor(s) is/are eligible under the conditions of the RFT and qualified to perform that part of the works. Additionally, such subcontractors shall complete the TRS and provide with the tender supporting documentation as detailed in the **SCT** (if these are not required of subcontractors, the **SCT** will explicitly state).

### **1.9.THE RIGHT TO VARY QUANTITIES**

1.9.1 At the time the Contract is awarded the Employer reserves the right to increase or decrease the quantities, provided this does not exceed the percentage stated in the **SCT**, and without any change in the unit costs quoted in the Tender, and in accordance with the other terms and conditions in the **RFT**.

### **1.10.TENDER SECURITY**

1.10.1.If a Tender Security is required, it shall be in the amount and currency stated in the **SCT**. The Tenderer has the option of submitting it either by means of:

- (a) A bankers cheque; or
- (b) An unconditional Bank Guarantee, in the format shown in Section 7.

1.10.2.The Tender Security shall be valid for 30 days beyond the original Tender validity period, or for 30 days beyond any extended Tender validity period, if one has been requested



1.10.3. The original of the Tender Security shall be included with the TRS, photocopies will not be accepted. If a Tender Security is required, any Tender not accompanied by a Tender Security will be rejected by the Employer.

1.10.4. The Tender Security of the successful Tenderer will be discharged when the successful Tenderer has signed the Contract Agreement and the required Performance Security has been received by the Employer.

1.10.5. The Tender Security for unsuccessful Tenderers will be returned upon expiry of the term of the security or formation of a contract with the successful tender and submission by the successful Tenderer of any required Performance Security, whichever is earlier.

1.10.6. The Tender Security may be forfeited if:

(a) Any Tenderer withdraws its Tender during the period of tender validity specified in Clause 1.2; or does not accept the correction of arithmetical errors; or

(b) The successful Tenderer fails to provide a Performance Security, if required to do so by Clause 1.14; or to sign a contract in accordance with Clause 1.16.

### **1.11. TENDER SUBMISSION AND OPENING**

1.11.1. Tenders may only be delivered by hand, mail or by courier service in a sealed envelope/ package, marked as requested in the **SCT**, at the address, and, not later than, the time and date stated on the cover page of the RFT.

1.11.2. Tenders shall be opened at the place of submission stated on the cover page of the RFT, immediately after the time for submission of Tenders, in the presence of the Tenderers and/or their representatives who choose to attend.

1.11.3. The name and address of the Tenderer submitting the Tender together with the tendered total cost shall be read out and recorded. The Tender will be checked to ensure all required documents are present. If required as per Clause 1.9.1 the presence of the Tender Security will also be checked and the result read out.

1.11.4. A record of the Tender Opening will be prepared, including the information disclosed during the opening. Copies of the Record will be provided to all Tenderers who submitted a Tender.

1.11.5. A Tender received after the deadline for submission will be rejected, will remain unopened, and may be collected by the Tenderer if it so wishes. If not collected within 3 months of the Tender closing date it will be disposed of.



## **1.12.EXAMINATION AND EVALUATION OF TENDERS**

1.12.1. All Tenders properly received shall be evaluated by a Technical Officer appointed by the Chairperson of the Tenders Board on behalf of the Employer. The Technical Officer's determination of a Tender's compliance shall be based upon the contents of the Tender itself.

1.12.2. The Technical Officer shall evaluate the Tender on behalf of the Employer on the basis of its compliance to the Technical Specifications (see Section 3).

1.12.3. To assist in the examination, evaluation and comparison of Tenders, the Technical Officer may:

- (a) Ask Tenderers for written clarification of their Tenders including breakdown of costs, but no change in the cost or substance of the Tender will be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the Technical Officer during the evaluation of Tenders. The Tenderer shall within the time specified comply with any such requests.
- (b) Make corrections for any computational errors. Corrections of computational errors will be made as indicated at Clause 1.11.5 below. For purpose of evaluating Financial Proposals, all prices quoted shall be converted into VUV using the selling rate of the Reserve Bank of the Republic of Vanuatu at the closing date for submission of the Tenders.

1.12.4. Any attempt by a Tenderer to influence the Technical Officer evaluation of Tenders or the CTB's award decisions will result in the rejection of its Tender.

### **1.12.5. Preliminary Examination**

Prior to the detailed evaluation of Tenders, the Technical Officer will determine whether each Tender:

- (a) Has been properly signed;
- (b) Is from an eligible Tenderer;
- (c) Is accompanied by the required Tender Security; and
- (d) Has been completed in accordance with the RFT.

### **1.12.6. Detailed Evaluation**

- (1) Each Tender will be subjected to a detailed examination to determine whether it is substantially responsive in that it adequately meets:
  - (a) The minimum specified qualifying criteria; and
  - (b) The minimum employer's technical specifications; and© The completed Tender Response Schedules provided in Section 4 of the RFT, as required in the GCT and SCT, accompanied by the required supporting documentation required in the RFT.
- (2) A substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the RFT, without material deviation or reservation. A material deviation or reservation is one that:



- (a) Affects in any substantial way the scope, quality, or performance of the Works specified in the Employer's Technical Specifications;
- (b) Limits in any substantial way the Employer's rights or the Tenderer's obligations under the Contract;
- (c) If rectified would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

(3) If a Tender is not substantially responsive it will be rejected by the Technical Officer and may not subsequently be made responsive by the Tenderer by correction or withdrawal of the nonconforming deviation or reservation.

#### 1.12.7. Financial Examination

(1) Only those Tenders that are considered substantially responsive will be considered for financial evaluation.

(2) The Technical Officer will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:

(a) Making any corrections for arithmetical errors;

(i) Where there is a discrepancy between the amounts in figures and in words the amount in words will govern;

(ii) In the case of a Bill of Quantities where there is a discrepancy between the unit rates and the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted will govern;

(iii) In the case of a Schedule of Activities the total price offered will govern;

(b) Making appropriate adjustments to reflect discounts (if any).

(3) Following this, the Technical Officer will compare all evaluated Tenders and rank them accordingly, against the Scoring Matrix found in Annex 1.

(4) For evaluation and comparison purposes only, and if multiple currencies where allowed in tendering, all prices quoted shall be converted into VUV using the VUV selling rate of the Reserve Bank of Vanuatu, at the closing date for submission of the Tenders.

#### **1.13.ACCEPTANCE OR REJECTION OF ANY OR ALL TENDERS**

1.13.1. The Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer(s).

#### **1.14.APPROVAL AND NOTIFICATION OF CONTRACT AWARD**

1.14.1. The Contract will be awarded to the Tenderer whose Tender is substantially responsive and offers the lowest price.

1.14.2. Following the approval of the award the award decision shall be notified to all participating tenderers and no contract may be entered before 10 days have elapsed from the date of such notification.



### **1.15.PERFORMANCE SECURITY**

1.15.1. Together with the Contract the successful Tenderer shall deliver to the Employer, if required by the **SCT**, a Performance Security in the amount and for the period stated in the **SCT**, in the format specified in Section 7. The Performance Security shall be issued by an institution/authority acceptable to the Employer.

1.15.2. Failure of the successful Tenderer to submit a Performance Security will constitute sufficient grounds for the cancellation of the award.

1.15.3. In such an event, the Employer shall award the Contract to the next lowest evaluated Tenderer whose Tender is substantially responsive and has been determined by the Employer to be eligible and qualified to satisfactorily perform the Contract, subject to the Employer's right to reject all Tenders in accordance with Clause 1.13.

### **1.16.DEBRIEFING OF UNSUCCESSFUL TENDERERS**

1.16.1. Within 10 days of receipt of a written request by any unsuccessful Tenderer, but not before a contract is signed with the successful tenderer, the Employer shall communicate the reasons why its Tender was not successful.

### **1.17.SIGNING OF CONTRACT**

1.17.1. 10 days after the notification of the award decision to all participating tenderers the Employer shall send to the successful Tenderer two (2) sets of the unsigned Contract.

1.17.2. The successful Tenderer may be required to provide documentation, or additional documentation, evidencing its qualifications prior to Contract signature.

1.17.3. Within 7 days of receipt of the two (2) sets of the Contract Agreement the successful Tenderer shall sign, date and return both to the Employer.

1.17.4. The delegated representative of the Government of Vanuatu on behalf of the Employer will sign both Contracts and return one to the Tenderer.

### **1.18.DISPUTES AND SETTLEMENTS**

1.18.1. The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to negotiate all disputes arising out of, or in connection, with this Contract or its interpretation.

1.18.2. Failing successful negotiation any disputes will be settled by the courts in Vanuatu.



## SECTION 2 SPECIAL CONDITIONS OF TENDERING

These Special Conditions of Tender (**SCT**) apply to this Request for Tender (**RFT**) and supplement Section 1: General Conditions of Tendering.

Clause Ref.	Heading	Description
1.1.2	Estimated timeframe for commencement and completion	6 months to handover
1.1.3	Tender Response Schedules and other required documentation	<b>Schedule 1</b> Tender Submission Form <b>Schedule 2</b> Eligibility and Qualification Information (including completed Schedule of Activities & other attachments)  <b>Form 2:</b> Performance Security
1.1.4	Basis of payment under the Contract and the type of document required	The basis of payment under the contract is the tendered lump sum and the document required to be completed and included with the Tender is a Schedule of Activities.
1.1.6	Alternative tenders	Alternative Tenders are not allowed
1.2	Validity of Tender	200 days
1.3.4 & 1.3.5	Prohibited countries	Refer to Section 1 Clause 1.3.5
1.3.7	Documentation to demonstrate that eligibility criteria are met	<b>Schedule 2</b>
1.4.2 (a)	Qualification criteria	The minimum required average volume of construction work over the last 3 years shall be equivalent to VUV 40,000,000 VT per year.
1.4.2 (c)	Qualification criteria	The minimum amount of liquid assets or working capital or credit facility is VUV 10,000,000 VT.
1.4.2 (d)	Site Manager	The qualifications of the Site Manager shall be Certificate in Building Construction or minimum experience in works of an equivalent nature and volume of 15 years with a minimum of 5 years as a Site Manager.  <b>Tenderers are required to compete TRS 2 (1.6) to verify they satisfy this qualification criteria.</b>
1.4.2(e)	Minimum equipment required	Minimum equipment required shall be: For Building Works: 2 Cement Mixers Concrete Vibrators Compaction Hand Tools Electrical Power Tools





Clause Ref.	Heading	Description
		Arc Welding Machine Generator  <b>Tenderers are required to compete TRS 2 (1.7) to verify they satisfy this qualification criteria.</b>
1.4.2(f)(i)	Other qualification Criteria	(a) Public Liability and Workers Compensation insurance as per the law of Vanuatu.  (b) Contractors all risks insurance including cyclone cover.  (c) The other qualification criteria to be applied will be the proposed Method Statement and Works Programme.  <b>Tenderers are required to compete TRS 2 (1.9) to verify they satisfy this qualification criteria.</b>
1.4.2(f)(ii)	Other qualification Criteria	Tenderers must verify that they are complying with Vanuatu Tax laws relating to VAT by submitting a VAT clearance letter from the VAT Office, DCIR to verify that they are up to date with their VAT payments and do owe the Government any outstanding VAT or arrears.
1.4.2	Documentation to demonstrate that qualifying criteria are met	<u>Public Liability Insurance</u> - to match the final value of the contract.  <u>Workers Compensation Insurance</u> - to cover all personnel employed by the contractor during the course of the contract.  <u>Contractor All Risk Insurance</u> - including cyclone cover.
1.6.1	Pre-Tender/ Site Meeting	A Pre-Tender/Site Meeting will be held as specified below:  <b>-To be advised depending on State of Emergency. If a group meeting is now allowed this will be done through Skype</b>  Attendance is not compulsory.
1.6.2	Contact Person for clarifications	Rob Macalister Partnership Coordinator, ph: 5576543  Email: <a href="mailto:rmacalister@vanuatu.gov.vu">rmacalister@vanuatu.gov.vu</a>
1.7.1	Bill of Quantities or Schedule of Activities	Schedule of Activities
1.7.2	Currency	Vanuatu Vatu
1.7.3	Taxes and Duties	VAT inclusive
1.8	Subcontracting	Subcontractors proposed to undertake any component of the work comprising more than 20% of the value of the works are required to fill in the Schedule 1 and 2 of the Tender





Clause Ref.	Heading	Description
		Response Schedule. Subcontractor must all provide copy of business registration and License and provide with the tender a copy of the work record in the last 3 years.
1.9	Variation in Quantities	Up to 20%
1.10.	Tender Security	A Tender Security is NOT required.
1.11	Marking of Tender	<p><b>TENDER No: COR/ JUVENILE/ 2020/ 342</b></p> <p><b>Office of the Central Tender Board</b>  <b>Ministry of Finance &amp; Economic Management</b></p> <p><b>TENDER FOR JUVENILE CORRECTIONAL CENTRE, LUGANVILLE</b></p> <p><b>“DO NOT OPEN BEFORE OPENING DATE”</b></p>
1.15.	Performance Security	A Performance Security of 25 % of the Contract Value is required. This shall be provided to the Employer in the currency of the financial offer and of the contract within 28 days after contract award. The performance security shall be valid from its issuance and until 28 days after the defects liability period as defined in the GCC and/or SCC, as applicable.



## **SECTION 3 EMPLOYER'S TECHNICAL SPECIFICATIONS**

### **GENERAL SPECIFICATIONS**

#### **STANDARD TECHNICAL SPECIFICATION**

Preliminary and General

Excavation and Demolition

Concrete

- 1. Concrete Masonry**
- 2. Plaster**
- 3. Metal work**
- 4. Carpentry and Joinery**
- 5. Ironmongery**
- 6. Roofing**
- 7. Painting**
- 8. Tiling**
- 9. Glazing**
- 10. Plumbing and Drainage**
- 11. Electrical Installation**
- 12. Air Conditioning Installation**
- 13. Road works**



## SECTION 1: PRELIMINARY AND GENERAL

The Contractor is to acquaint himself with the requirements contained herein and of the various documents comprising the Contract and shall allow for all such requirements when submitting his Tender.

**1.1 Location.** The site of the Project will be as described in Instructions to Tenderers and the Note of Information. The Contractor is deemed to have familiarized himself with the nature of the works and the site conditions.

**1.2 Scope of Works.** The scope of the works is as described on the drawings and in the various Contract documents.

**1.3 The Drawings.** The Contractor shall note that the drawings should not be scaled. Figured dimensions only should be worked to. Where there is a conflict between the drawings and the Specification, the latter shall take precedence.

**1.4 Storage.** The Contractor shall arrange for adequate storage for all materials and equipment during the course to the works.

**1.5 Flora.** The Supervisors Representative shall mark out all trees or natural flora to be retained and protected during the execution of the contract.

**1.6 Temporary Services – Power – Water-Plant.** The contractor will allow and pay for temporary power and water supply during the course of the works. On completion, disconnect temporary power and other services and clear away all trade residues. If power is not available the Contractor shall arrange and pay for portable generators for the requirements of the Contract. If permanent town water supply is not available Contractor is to provide for his own potable supply. Provide for all plant necessary for the works including all transport and lifting gear.

**1.7 Cleaning up.** Keep the work under the Contract site clean and tidy as it proceeds and regularly remove from the site rubbish and surplus materials arising from the execution of the work including any work performed during the Maintenance Period specified.

**1.8 Restricted Working Hours and Control of Employees.** Observe the following requirements in performing the work under the Contract: Working will not be permitted on the projects on Sundays and Public Holidays except for emergency work. The Contractor shall employ and ensure that his sub-contractors employ in connection with the work under the Contract only such persons as are careful, skilled and experienced in their respective trades and callings. The contractor will be responsible for making good any damage occasioned by any subcontractor employees for the works. The Supervisors Representative reserves the right to have any person so employed removed from the site for disciplinary reasons. It is to note that the employment of local labour is strongly recommended and is to be undertaken wherever practical.

**1.12 Extension of Time.** When a valid extension of time has been granted, the days granted shall be rounded off in the following manner:



- I. Below 4 hours - ½ day
- II. More than 4 hours – 1 day

**1.13 Testing – Opening Up.** Unless otherwise specified, any testing required by the Contract shall be carried out by an approved authority as directed but at the contractor expense. Where directed the contractor shall open up any portion of the works for testing or inspecting for defects. Should such action prove negative the employer shall meet costs. If defective work is encountered the contractor will be responsible for charges applicable and making good thereof.

**1.14 Supervisors Representative.** The Contractor shall provide accommodation for the Supervisors Representative.

**1.15 Standards.** All the works are to be carried out in accordance with the Standards noted in this Specification, or in accordance with equally well recognized, internationally accepted Standards. In the event of the latter the Contractor must produce copies of alternative documentation to demonstrate compliance.

## **SECTION 2: EXCAVATION AND DEMOLITION**

**2.1 General.** Foundation excavation and backfilling includes all work leading to construction/installation of tanks, footings, building slab, paths to dimensions shown on the drawings through materials encountered to depths indicated.

**2.2 Clearing and Grubbing.** General: Clearing and grubbing operations are defined as follows: Removing trees, shrubs and overhanging branches/settings aside marketable timber Demolishing buildings and other artificial obstructions including removal of foundation/Disposing of cleared materials/Removing stumps and roots (including any subsequent regrowth) to a depth not less than 500 mm below ground surface/removing other vegetable matter from the ground surface (including any subsequent re-growth) Removing rocks and artificial obstructions from the ground surface. /Removing abandoned services to a depth not less than 300 mm below ground surface/Disposing of grubbed material. Requirement: Clearing and grubbing operations shall be carried out in the following areas as relevant: areas where general earthworks are to be constructed, plus a margin of 3m or to property boundaries; whichever is the lesser/areas specified for visibility/other areas as indicated on the drawings. Disposal of Cleared and Grubbed Materials which complies with the materials requirements specified may be used in the Works, otherwise the materials shall be removed from the Site or if approved, be disposed within the Site.

**2.3 Excavation Dewatering.** Allow draining all foundation excavations to special low- level sumps, located away from the permanent works. Excavation shall remain dry for duration of the work, and prior to placing of hard fill or site concrete. Prevent all water flow over freshly laid work.



**2.4 Inspections.** The Supervisors Representative shall be notified by the contractor at least 48 hours prior to inspecting all footing trenches and excavations being ready for inspection.

**2.5 Backfilling.** Bring all filling on to the site unless it can be provided from soil recovered from the site. Filling shall be sound material, free of perishable material or that will not form stable fill. The fill shall be the best of the clean inorganic excavated material, fully stable fill. The fill shall be the best of the clean inorganic excavated material, fully stabilized as approved by the Supervisors Representative.

**2.6 Consolidation.** Backfill around all foundations with approved backfill material and compact by approved mechanical means. Place in layers of 150 mm maximum loose depth to levels shown on the foundation drawings. Consolidate each layer to at least 100% standard or the maximum dry density available at standard effort before proceeding to next layer. Materials are to be spread so as not to disturb sub grade and shall be placed in uniform layers with each layer interlocking the layer below. Placing procedures shall ensure minimum segregation.

**2.7 Backfilling for Specific Structures.** Under floor slabs on fill provide 150 mm minimum thickness of approved crushed coral fill, blinded with a 50 mm layer of sand or similar approved fine material so as to produce a surface which will not damage the damp proof membrane overlay. Hard fill shall be placed in layers not exceeding 100 mm loose depth and shall be smooth wheeled roller (5tonne), or vibrating roller with equivalent comp active effort to 100% standard of the maximum dry density. It will be noted that concrete floors will be supported off this filling.

**2.8 Excess Excavation.** Where excavation exceeds the required depth, fill back to correct depth with material as follows:

- a) Below slab on ground crushed coral as stated in Clause 2.7.
- b) Below footings, beams and other structural elements concrete of strength given in the Concrete Section.

**2.9 Levels.** Finished floor levels have been indicated on the drawings. Residual ground levels shall be evenly graded to ensure no water run-off will enter building or cause excessive erosion or ponding. Check all levels with the Supervisors Representative, prior to construction

**2.10 Top Soil.** Where possible stockpile topsoil and respread to areas disturbed by the building operations and as directed by the Supervisors Representative

**2.11 Paths – Paving.** Provide 50 mm of crushed coral material under new paths and new paving between buildings where indicated on the drawings.

**2.12 Definitions.** ROCK: Any natural or artificial material encountered in the excavation which cannot be removed until broken up by explosives or mechanical means such as, jack hammer or percussion drills. OTHER



**THAN ROCK:** All other material encountered in excavation. Before starting any excavation work which may involve a cost and time variation (whether addition or deduction) because of the nature of the material to be excavated, obtain a determination as to the nature from the Supervisors Representative. Note that the contractor shall be aware from inspection of the site that, except in fill areas, that excavation will be in hard coral limestone and shall allow for such in his pricing.

**2.13 Rubbish.** Rubbish or debris not be buried on site. Remove all rubbish from site.

**2.14 Services.** Similarly provide for excavating through material encountered as required for all building services, fence posts and the like or as specified in the drawings and other sections of this document.

**2.15 Shoring.** The Contractor shall shore up as necessary, and/or batter the faces of excavations. The stability of soils faces during excavation work will be entirely the responsibility of the Contractor who shall make good any damage which may occur as the result of soil failure. Where excavations at different levels are adjacent, the sides of the lower excavations shall be supported in such a manner that the bearing capacity of the retained soil is not impaired.

**2.16 Contours.** Refer to block plan for finished ground levels and batters or cut and fill areas.

## **SECTION 3: CONCRETE**

### **3.1 Standards.**

Codes: Comply with the relevant standards including the following:

AS1012-Methods of testing concrete

AS1141-Methods of sampling and testing aggregates

AS1302-Steel reinforcing bows for concrete

AS1303-Steel reinforcing wire for concrete

AS1304-Welded wire reinforcing fabric for concrete

AS1379-The specification and manufacture of concrete

AS1478-Chemical and mixtures for use in concrete

AS1479-Code of practice for use of chemicals used in concrete

AS2758-Aggregates and rock for Supervisors Representative purpose

AS3582-Supplementary cementations materials for use with Portland cement

AS3600-Concrete structures

AS3610-Formwork for concrete

AS3972- Portland and blended cements

**3.2 Materials.** General: Unless otherwise stated all concrete shall be composed of Portland cement, fine aggregate, coarse aggregate, approved additives and water, proportioned and mixed as detailed in this Specification. All such materials shall conform with the requirements of this Specification.

**Portland Cement:** All cement used shall be Portland cement type A and shall comply with AS3972. **Water:** Water shall be free from matter injurious to concrete reinforcing



bars, prestressing bars and strand sand any other embedded items. Injurious materials include acids, alkalis, salts, sugars, organic materials and oils. Aggregate: All aggregates shall comply with the requirements of AS27581.1. Coral aggregates shall be thoroughly washed with potable water to remove any salts. The maximum nominal size of aggregate shall be 20 mm. Aggregate may be subjected to any or all of the test detailed in AS1141. Fine aggregate shall be washed coral sand, clean and free from detrimental matter. Coarse aggregate shall be coral or crushed coral, clean and free from dust. Individual pieces shall be roughly cubicle and aggregate containing an excess of flake shaped stones will not be approved. Aggregate shall be stored so as to prevent the mixture of one size with another. Aggregates shall not be stored in direct contact with the ground on or in such a manner that allows intrusion of foreign matter. Admixtures: Chemical Admixtures to concrete shall only be used with the prior approval of the Supervisors Representative after detailed submission and in accordance with AS1478 and AS1479.

**3.3 Performance requirements for concrete.** General: Unless shown otherwise on the structural drawings, all concrete shall have the following minimum 28 days compressive strength slump and cement content, irrespective of coarse aggregate used in the mix.

Strength Slump Min  
Cement  
(mm) (Kg/m<sup>3</sup>)  
Content

- I. Building or site screed 10Mpa 120 n.a.
- II. Backfill below footings and beams 15Mpa 120 n.a.
  
- III. Structural Concrete (footings, beams & slabs) 25MPa 80 360
  
- IV. External Paving 25MPa 80 360
- V. Grout to block work 17.5MPa 230 #320

Note: (#) The 230 slump may be achieved by the addition of Super Plasticiser REHOBUILD or equivalent 7 16 used strictly in accordance with the manufacturer's recommendations. Mix Design: The Builder shall submit for approval by the Supervisors Representative details of the proposed mix designs, at least two (2) weeks prior to any concrete being required for the works. Notwithstanding any approval being given by the Supervisors Representative the Builder shall be solely responsible for the production of concrete having properties in accordance with Specification requirements. The following details for each mix design are required: Mix Designation Mark, class of concrete, proportion by weight of individual ingredients and total weight of batch, admixtures and quantity to be incorporated, slump, target strength, on-site quality control measures. Testing: Slump Test: Perform one test per truckload, or per on cubic meter hand mixed, record the results and reject failures. Do not add water. Sample Test: Arrange for one sample (3 cylinders) per 20 cubic metres poured and to be tested in compliance with AS3600 and AS1012. The Contractor shall make allowance for the testing of all samples at the Public Works Department (PWD) Testing Laboratory. Acceptance: The compressive strength of the concrete will be deemed to comply with the specified strength grade and hence be accepted if it complies with Clause 20.7 of AS3600 for Project assessment testing. Both plastic and hardened concrete shall be liable for





rejection if any of the conditions described below are present: Plastic concrete may be rejected if, after completion of mixing but prior to site handing:

- a) The slump, determined in accordance with AS1012.3, differs from the specified slump by more than the tolerances permitted in AS13379 (for a target slump of 80 mm or less, the tolerance is + 15 mm, and for a target slump greater than 80 mm, the tolerance is + 30 mm); or
- b) The time since completion of mixing is greater than 1.5 hours; or
- c) The appearance and cohesiveness of the particular quantity is significantly different from previously supplied quantities of the same specification.

Hardened concrete shall be liable to rejection if:

- a) It does not satisfy the strength requirements of this specification,
- b) It is porous, segregated, honey-combed, or contains surface defects; or
- c) It fails to comply with other requirements of this specification.

Where hardened concrete is liable to rejection, the concrete may be accepted if the conditions outlined in clause 19.1.10.3 of AS3600 are met. All remedial work to bring rejected concrete to an acceptable standard shall be to the Contractor's cost and to the approval of the Supervisors Representative.

**3.4 Reinforcement.** Material: All reinforcing steel shall be as shown on the drawings and shall conform to AS1302 "Steel Reinforcing Bars for Concrete", AS1303 "Hard Drawn Steel Reinforcing Wire for Concrete", and AS1304 "Welded Wire Reinforcing Fabric for Concrete". All reinforcing steel shall be free from loose scale, loose rust, grease, oil or other material deleterious to the adhesion of concrete to the steel. Steel shall be stored off the ground to the satisfaction of the Architect/Supervisors Representative. Bending and Fabrication: ending and fabrication of reinforcing steel shall be to the dimensions and requirement of Clause 19.2 of AS3600. Fixing: Reinforcing steel shall be placed as shown on the drawings and wired at all points where the bars cross so that there shall be no movement of the steel during placing of the concrete. Cover to steel shall be as specified + 6 mm/-0 mm. Steel shall otherwise be correct in position to the tolerances as set out in C19.5.3 of AS3600. The wire shall be annealed iron wire not less than No. 16 gauge unless otherwise shown on the drawings. Welding of reinforcement steel shall only performed in locations approved by the Supervisors Representative. Laps to reinforcing bars shall be 40 diameters unless otherwise noted. Mesh laps shall be as indicated in the following table:

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Standard	Fabric	End Lap	Side Lap
Numbers	Cross wire	Overlap on Site	Longitudinal Overlap on Site
Spacing (mm)	Site (mm)	Wire Spacing (mm)	(mm)

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F1218 to F718	200	425	100	125
F81 to F41	100	225	100	125
F102 to F42	200	425	200	225
F11TM to F8TM	300	500	not required	not required





Bottom reinforcing shall be supported on heavy-duty polyethylene chairs with integral base. Lumps of coral, broken concrete block will not be accepted. All reinforcement shall be adequately supported such that movement of the shell is limited to a minimum. Chairs shall be spaced at a maximum spacing of 1200 mm both ways.

**3.5 Formwork.** General: The material, design and construction of formwork shall comply with AS3610. Stripping of forms and removal of formwork supports from members cast in situ shall comply with the requirements of Clause 19.6 of AS3600. Side forms may be striped 24 hours after the concrete has been poured, provided that the surfaces exposed are immediately sprayed with an approved curing oil. Bottom forms shall remain in place for 14 days after pouring or otherwise as directed by the Supervisors Representative. Specifically, forms for concrete work shall be constructed and erected so as to resist the force exerted on them with the deflection at any point no greater than three (3) mm. Forms shall be sufficiently tight to prevent the leakage of mortar. The responsibility for the sufficiency of the whole of the formwork shall rest entirely with the Contractor. Forms for exposed surfaces shall be made of dressed timber or metal. Angle fillets shall be use in the angels of side forms. The junction of soffit and side forms shall be square and the top edge of the slabs shall be edged with an approved edging tool. All formed corners shall be chambered nominally 15 mm x 15 mm unless noted otherwise on the structural or architectural drawings and 12 mm deep drip groves shall be provided to the underside of all external concrete edges. Forms shall be true and conform to the dimensions and levels shown on the drawings. The interior surface of forms shall be oiled or greased with an approved non-staining mineral oil prior to the placing of reinforcement, and any surplus moisture shall be removed from the forms prior to concreting. Should any formwork be displaced during concreting or within the periods specified for the retention of formwork, the concrete shall be removed between such limits as the Supervisors Representative may determine, construction joint shall be formed and the section of work shall be reconstruction after the formwork has been strengthened and adjusted. Surface Finish: Formwork shall be constructed such that the following classes of surface finish are attained on the various concrete surfaces in the project: (These classes only apply to surface finished against formwork)

Items Class

All visible off form finishes 2

All other areas 3

**3.6 Supply of Concrete.** Approval of Source: All concrete supplied for this Contract shall preferably be ready mixed concrete. On site batching shall require permission from the Supervisors Representative. Batching and Mixing: All mixing and batching operations shall be carried out in accordance with the requirements of AS1379. Records of batching shall be kept at the mixing site showing weights of the various components of the mix, results of testing carried out to determine the in situ water content of the aggregate prior to mixing, and quantity of cement added. Transport and Delivery: Transit trucks shall comply with AS1379, with an agitating speed between 2 and 3 RPM. The elapsed time between charging of the mixer and discharge at the site shall not exceed 45 minutes, and the concrete temperature at time of placement shall not exceed 32°C.



**3.7 Placing and Compaction.** Approvals: No concrete shall be placed without the Supervisors Representative's approval. The Contractor shall seek such approval at least 48 hours prior to the formwork and reinforcement being ready for inspection and the intended time for the pour to commence. Adequate time, but in any case not less than 2 hours, shall be allowed by Contractor for the Supervisors Representative's inspection. Concrete placement shall not commence until inspections have been carried out, outstanding work completed or corrected and approval to proceed given by the Supervisors Representative. All built-in pipes, fittings, guards, block-outs, bolts, reinforcement and other fittings shall be in position before placing is commenced. Methods of Placement: Concrete shall be transported from the place of mixing to its final location as quickly as practicable by means, which will prevent the aggregation or loss of component materials. Concrete shall be deposited as nearly as practicable in its final position. Free dropping of concrete from a height greater than . 5 metres on floor slabs or dumping a large quantity away from its final position and working it along the forms will not be permitted. Concrete shall be placed in its final position before perceptible setting takes place. Placing shall be carried out at such a rate and in such a manner that placed concrete which is partially set is not subsequently disturbed. Concrete that is partially set before placing in its final positions, or concrete that is contaminated by foreign materials shall not be placed. Compaction: All concrete shall be compacted using suitably sized immersion vibrators. At least 2 vibrators shall be used, and an adequate number of stand-by vibrators shall be available on site in case of breakdowns. Vibrators shall not be used to spread concrete. Any concrete which is re-handled after initial vibration shall be re-vibrated immediately prior to final screeding, to ensure uniform, dense homogeneous concrete throughout its entire mass, including the surface layer. Should the vibration of the concrete not be to the satisfaction of the Supervisors Representative's request, the Contractor shall replace the person currently in control of the vibrator. Hot Weather Requirements: In hot weather, precautions shall be taken to avoid premature stiffening of fresh mix and to reduce water absorption and evaporation losses. Where the temperature of the surrounding air is higher than 32°C, the following provisions shall apply:

- a) The formwork shall be continuously sprayed with cold water in advance of the concreting. Excess water shall be removed from the inside of the forms immediately prior to the concrete placement. The reinforcement and the formwork, if metal forms are used, shall be protected from the effects of hot winds and direct sunlight.
- b) The concrete shall have a temperature not higher than 32°C when placed, whether following the use of chilled mixing water, or by water spraying of the coarse aggregate of both, and if necessary by covering the container in which the concrete is transported to the forms.
- c) When concrete is place in dry windy conditions, or when the air temperature exceeds 30°C, or when the Supervisors Representative deems that early and rapid loss of water from the mix may be detrimental to the concrete work, master Builders "Confirm" will be applied immediately after initial screeding.
- d) The concrete shall be mixed, transported, placed and compacted as rapidly as possible.

**3.8 Finishing.** General: The surface of the placed concrete shall be screeded with a steel shod screed and brought to a smooth and level surface. After the concrete has hardened it shall be smoothed with a power-trowel ling machine to remove all corrugations or irregularities.



- a) All internal and external slabs surfaces shall be steel float finished except where an applied finish is specified when the finish shall be by timber float.
- b) All external concrete pavements shall be stiff broom finished after laying. Broom strokes shall be transverse to the direction of fall on the pavement.
- c) Any concrete cast against forms shall have a class described in the formwork section of this specification. If this result is not obtained, the Supervisors Representative may accept the work as satisfactory provided that remedial works as directed are satisfactorily carried out by the contractor at his own expense immediately upon removal of the forms. The Contractor concreting techniques must be adjusted to give the surface finish specified herein. Surface Tolerances: All concrete surfaces shall be finished to a tolerance of 3 mm over any 3-metre length.

**3.9 Curing.** Once finishing is completed the exposed concrete surfaces shall be kept constantly in a damp or wet condition by an approved method such as being covered with a plastic membrane held in place by sand, or other satisfactory method. Joints should be adequately lapped to prevent escape of moisture.

The curing shall be maintained for seven (7) days after the pouring of the concrete. Alternatively, the Contractor may apply in writing to the Supervisors Representative for the use of a curing compound, indicating the type and brand to be used. Under no circumstances shall curing compound be applied on construction joints or surfaces that are to be topped or painted.

**3.10 Concrete Joints.** General: All joints shall be in the location shown on the drawings or where approved by the Supervisors Representative. At all joints, before any new concrete is placed, the surface of the set concrete shall be scabbled to remove any laitance, loose or porous material and have a clean, rough, hard concrete surface which shall be dampened with a wet mortar at the time of placing new concrete. No concrete shall be poured against hardened concrete, which is less than four (4) days old.

- a) Construction Joints Construction joint shall, unless otherwise detailed or directed, be truly horizontal or vertical and made with a small-formed rebate or other approved means of ensuring that a straight, clean line appears at the joint on completion.
- b) Expansion/Contraction Joints the expansion/contraction joints shall be as detailed on the drawings. Dowel bars, if shown on the drawings, shall be to the sizes, length and spacings shown on the drawings. Dowels for expansion or contraction joints shall be smooth round bars. Each bar shall be straight and cut so as not to deform the cross section at the ends of the bars. The bars shall be set in place prior to the placing of concrete in the first pour. The dowels shall be set such that the plane formed by the dowel bars is parallel to the plane of the underside of the slab. The direction of the dowels shall be parallel with the direction of movement of the slab or wall and not necessarily perpendicular to the joint. The Supervisors Representative shall resolve any dispute as to the direction of the bars. After the stripping of the first pour formwork, during which the bars shall not be bent or displaced, the exposed section of the bar shall be coated with an approved bond breaker.

**3.12 Miscellaneous Items.** Kerbs, Channels, and pavoirs: kerbs and channels and pavoirs shall be constructed to the profiles and levels and in the location shown on



the drawings. Lintels: Where specified lintels shall be provided to 25MPa and shall be to the width of the opening and have a minimum bearing of 150 mm either side and shall be reinforced with 2 x D10. top, 2 x Y 16 bottom with D6 links at 300 mm. Hold Down Bolts: Holding down bolts as shown on the drawings shall be provided by the Contractor complete with nuts and washers and set in position to the correct location and level. Threads of holding down bolts shall be protected by greasing and wrapping of the threads with Denso 600 tape prior to concreting. The Contractor shall clean the bolts within 48 hours of pouring of concrete to ensure that the leveling nuts can travel the full length of the thread. The leveling nuts shall then be wound down to the base of the threads. The Contractor shall provide 19 mm plywood templates for each of the various groups of holding down bolts. Such templates shall be marked with the centre lines of the bolt groups as defined by the drawings. The Supervisors Representative shall be given access to it for checking. Bedding Sand: Bedding sand shall be spread in the positions and thickness shown on the drawings or a minimum of 50 mm. Bedding sand shall be well graded and passing a 4.75 mm sieve. The sand shall be free of deleterious soluble salts or other contaminants. Moisture Barrier: A moisture barrier shall be placed over the prepared sand bed prior to placement of concrete slabs and slab beams. It shall be high impact virgin grade polythene 0.2 mm thick and shall be laid in minimum widths of 1800 mm. Joints shall be lapped a minimum of 150 mm and continuously taped in accordance with the manufacture's recommendations. Seal around all penetrations with tape. Cuts and tears to the moisture barrier shall be similar repaired and the number of penetrations minimized. At slab steps a second layer of 0.2 mm polythene shall be placed over the primary barrier. This layer shall have no joints and shall be protected on its vertical face by a suitable barrier such as plastic coated cardboard or 4.5 mm F.C. sheet. The layer shall be carried at minimum of 600 mm horizontally past the top and bottom of the vertical face. Traffic: or loads of any kind will not be allowed on any concrete for fourteen (14) days from the day of pouring except that concrete which is fully supported on compacted gravel may carry traffic approved by the Supervisors Representative within seven (7) days of pouring. Exposed Steel Protection: The ends of reinforcing bars that are left projecting from poured concrete shall have an approved plastic protection affixed to each end. It shall be the Contractor's responsibility to supply, affix, maintain and remove the protectors.

#### **SECTION 4: CONCRETE MASONRY.**

**4.1 General.** Materials and workmanship shall comply with the requirements of AS3700 (the SAA Masonry Code) and AS2733. Blocks shall have a minimum compressive strength of 10 MPa at 28 days and shall be sound with sharp unbroken arises free from cracks, stains and other defects and dimensionally correct. Blocks shall be of two sizes 200 x 400 & 100 x 200 x 400 Use good quality block work. Damaged blocks and poor quality block work will not be allowed. Faces of blocks shall be free from chips or other imperfections. Neatly but all block work to adjoining walls. Read this trade in conjunction with the Concrete Section. No blocks shall be laid unless at least fourteen (14) days have elapsed after blocks have been molded. Block work shall be plastered, unless noted otherwise as fairface block work.

**4.2 Masonry Mortar.** Mortar will consist of Portland cement, sand mixed in the proportions of 1:3. No hand mixing will be allowed. Retempering of mortar will not be permitted.



**4.3 Grout Filling.** Fill all cores with 17.5MPa concrete, using 6 mm coarse aggregate. Filling of cores to take place after the laying of all blocks courses. All cores to be filled leaving a minimum of 1 hour and a maximum of 3 hours between pours. Locate horizontal and vertical reinforcement as shown on drawings including all starter bars.

**4.4 Masonry Walls.** Qualified block layers shall be employed. Carry up concrete masonry walls shown on drawings. Poor block laying will be unacceptable. Blocks to be laid stretcher bond, to accurate storey heights. Rake out not more than 5 mm where wall is to be plastered. Provide non-hardening joint compound at junction of internal and external walls. For fairface block work remove dirt and mortar stains from walls with stiff brushes and water and where necessary a carborundum stone. Hydrochloric acid must not be used. Make good damage by other trades. Use paint scraper to remove mortar droppings. Rub down uneven patches. Protect all facing block from damage and staining. Blocks shall not be saturated before being used nor shall they be laid in wet weather. Iron all bed joints and perpends to all areas face block work. All joints to be 10 mm, slightly rounded.

**4.5 Mortar Plasticiser Agent.** The Contractor may provide and use an approved type of mortar plasticizer as and where directed by Supervisors Representatives to improve the workability of the mortar.

**4.6 Plastering of Block work and Concrete Surfaces.** For plasterwork refer to section 5 "PLASTER/RENDER"

**4.7 Rejection.** The Supervisors Representatives Representative reserves the right to have all substandard masonry units removed from the site.

**4.8 Bracing.** Temporary bracing shall be used after block work is structurally complete, to ensure stability during consolidation of under floor fill.

**4.9 Items to be Cast In.** All anchors, bolts, conduits and the like shall be secured before grouting commences. Neatly cut holes for all electrical light switches and power outlets, where shown. Note: Refer to Electrical for the height locations.

**4.10 Timber Door and Window Frames.** Fix sides of frames to block work with approved 150 mm x 1.60 mm slotted, corrugated, galvanized steel straps at top and bottom of frames and at no greater than 600 mm intervals. Turn up 50 mm and secure each strap to back of jambs with two galvanized flat head 25 mm nails and build straps into mortar joints. Well paint prime all frames and sills before building in. The exterior joints between frames and building openings shall be caulked with an approved mastic cement.

**4.11 Sills.** Neatly top all block work where exposed beyond rear of timber sills to block walls. Similarly top off exposed block work walling as directed neatly raised to straight line by grinding.

**4.12 Flashing.** To underside of all lower sills to building(s), build in 'Alcore' flashing turned up and down into sill rebate and over slab respectively.

## **SECTION 5: PLASTER/RENDER.**





**5.1 Scope.** The scope of this work is to plaster all exposed block work and non-fairface concrete work.

**Materials.** As for Concrete

**5.2 Grades of Plaster.** There shall be 3 grades of plaster for general use

Grade 1 – Building Interior

Grade 2 – Building Exterior Render

Grade 3 – Watertight Rendering

**5.3 Interior Plaster.** Grade 1 plaster for interior work shall be composed of 1 part cement, 1 part hydrated lime 6 parts sand, or 1 part cement to 4 parts

**5.4 Exterior Render.** Grade 1 plaster for interior work shall be composed of 1 part cement, 1 part hydrated lime 6 parts sand, or 1 part cement to 4 parts sand.

**5.5 Watertight Render.** Grade 3 watertight render shall be composed of 1 part cement to 1 or 2 parts sand, as may be instructed and a proprietary waterproofing compound shall be added in accordance with the manufactures instructions.

**5.6 Bagged Finish.** Where this is to be used the Contractor must ensure that one face of the block work is built fair with a true accurate surface, and the joints shall be flush pointed as the work proceeds. The mix shall be composed of 1 part cement and 1 part fine sand mixed with sufficient water to obtain a thin paste. The finish shall be applied by dipping a pad of Hessian in the mix and rubbing on the required surface until all the roughness and crevices are filled.

**5.7 Application.** All visible faces of block walls and partitions including reveals of door and window openings and exposed tops of partition walls shall be plastered. The plasterwork is to form the basis of a good decorative finish and great care shall be taken to achieve the finest finish possible. Any work rejected shall be removed and replaced at the expense of the Contractor. Plaster mixes shall be as specified above and shall be used up or discarded within one hour from first contact with water. Before plaster is applied the joints in the block work shall be raked out and the surface of the block work or concrete thoroughly wetted. When re-plastering old work the substrate must be cleaned of all decorative finishes and scabbled to form a good key. Plastering shall be carried out in two-coat work. The first coat shall be a dash or spatter coat of cement and sand in the ratio of 1:2 and of the consistency of a fine slurry. This shall be forcibly thrown against the substrate to give an even cover to 95% of the surface varying from 3 to 5 mm thick. The dash coat should be cured by being kept moist for 24 hours before the application of the finishing coat. The dash coat shall be wetted before the finishing coat is applied. The finishing coat shall be finished smooth with a float to leave a smooth surface free from irregularities or blemishes with a tolerance of + 3 mm from a 3 meter straight edge placed anywhere on the surface. All salient angels shall be finished straight with a pencil-rounded edge. All interior block and concrete walls shall be treated with two coats of Bond Crete to 3 meters above floor level.

**5.6 Samples.** Contractor shall provide sample panels of finished works as directed.



**5.7 Cills.** Form Cills where indicated in a render composed of 1 part cement and 1 part fine sand mixed to the consistency of a thick paste and heavily worked with a steel trowel to form a hard smooth finish.

## **SECTION 6: METAL WORKER.**

**6.1 General.** All aluminum work to be white powder coated, protected from stains and damage. Fix in position in a substantial manner, using stainless steel screws or masonry anchors. Shop drawings for all metalwork shall be submitted for approval. All sections and fixings shall be designed for a 2.5kPa wind load. Prime and paint all timber side-frames and sills and mullions before fixing aluminum frames. Refer also Clause Section 10. Contractor shall ensure window frames and louver channels shall be fully protected during delivery, loading, and fixing.

**6.2 Louver Frames.** “Breezeway” louvers or approved equivalent shall be installed. Blade width to be 152 mm, frame finish white powder coated aluminum. Banks of louver blades shall be controlled by lever arms as hereunder  
2 to 5 blades to have 1 handle each side of assembly  
6 to 10 blades to have 2 handles. Ditto  
Above this number to have 3 handles. Ditto  
Multiple louver assemblies will have timber sub-frame at junctions of louvers frames. Use of extension piece may be required to suit opening height. Fix all louvers and glass as indicated on drawings. All fixings are to be strictly as recommended by the manufacture. Timber louvers shall be constructed from 6 mm plywood and shall be shaped such that each blade fits into the recess in the blade below to provide a watertight seal. A pole for high-level operation shall be provided wherever required.

**6.3 Glazing.** Glazing shall be in accordance with Section 13 – Glazier.

**6.4 Fly screens.** Fly screens shall be constructed from white powder coated aluminum frames with silver aluminum or fiberglass fly screening.

**6.5 Spiral Staircase.** Provide, supply, and erect galvanized steel spiral stair complete with base plate, holding down bolts, all necessary brace supports, and inclusive of galvanized balusters, and PVC handrail and solid hardwood treads, all in accordance with the drawings and to the approval of the Supervisors Representative.

## **SECTION 7: CARPENTER AND JOINER.**

**7.1 Generally.** All timbers used shall conform to the recognized grading and seasoning procedures. All external joinery framing timber shall be put together with an appropriate primer. All white wood and pine shall be dry and pressure preservative treated. Hardwood shall be minimum of Durability Grade 2 in accordance with the Solomon Islands Sustainable Forest Utilization Project- Timber Properties Booklets. It is to be noted that the structures are detailed as cyclone resistant. Provide all fastenings as stated. Coach bolts will not be accepted unless noted otherwise.

**7.2 Scope of Works.** Supply and fix all doorframes and doors. Supply and fix all window frames, and shutters. Supply and fix all roof framing, ceiling framing and lining. Supply and fix all plywood-facing panels to walls, and soffits Supply and fix



T&G boarding to floors and ceilings. Supply and fix joinery as detailed. Take delivery of, store, and deliver to site items of loose furniture as described.

### 7.3 Carpentry Materials.

- a) FRAMING AND SCANTILINGS shall be of species, strength, durability, and grading hereinafter specified. Wall plates shall in long lengths, halved at joints and checked 6 mm for studs. Where bottom plates are fixed to concrete floors or up stands they shall be drilled for M12 holding down bolts at a maximum of 1.2 meter centers, unless noted otherwise. Studs shall be in single lengths, grouped in three (3) at corners and spaced at maximum 450 mm centers elsewhere. Noggins shall be cut between studs at maximum 1 meter centers and as required behind fittings and at sills, window and door heads. Bracing shall be checked in flush with framing. Each wall panel shall be diagonally braced whether specifically indicated or not. Floor bearers and roof purlins shall be continuous over a minimum of three (3) bearers unless detailed otherwise. Provide double joists under walls, partitions or frames running parallel with them.
- b) PLYWOOD shall be rotary cut, sanded finish, conforming to A.S.0.87 or A.S.0. 88 of the thickness specified. Thicknesses specified are nominal and the usual sanding tolerances are allowable. For all use, plywood generally shall be "Exterior – standard grade" A.S.2271. Generally clear finished sheets shall have a blond veneer finish. Contractor is to submit samples to the Supervisors Representative for approval.
- c) LAMINATED PLASTIC FACINGS shall be laminex or equal approved melamine plastic facings to the thickness and finish scheduled, high pressure fixed with adhesive in accordance with the manufacturer's instructions. Provide HW edging to all exposed corners. Leave surfaces clean, free from cracks, chips, scratches or other defects.
- d) TONGUE AND GROOVED FLOORING shall be matched tongue and grooved hardwood of approved species, in long lengths with square cut, broken but joints, boards well cramped and double nailed at all bearings, with nail holes well punched and filled. On completion sand to a fine finish with an approved power sander in accordance with the requirements of A.S.CA39. On completion of sanding, dust down all surfaces, sweep floors and vacuum clean to remove all sanding dust.
- e) INTERNAL TIMBER SHEETING shall be approved tongue and grooved "V" jointed boarding as shown in full lengths.
- f) EXTERNAL TIMBER SHEETING shall be approved tongue and grooved boarding or shiplap weather boarding as scheduled in full lengths where fixed vertically or diagonally or in long lengths with square cut broken joints where fixed horizontally. Nail boards at each bearing and punch nails well under. Prime or stain one coat all round prior to fixing as scheduled under "paint finishes"

**7.4 Ceiling and Soffits.** Frame up suspended ceilings with 50 mm x 50 mm treated timber framing at 600 mm centers both ways and to suit joints in sheeting. Level framing before fixing ceiling. Line ceilings to extent and profiles shown on the drawings with 6 mm plywood or as detailed on the drawings. Form access panel to ceiling space where required.





**7.5 Battens.** Battens shall be of the dimensions and spacing shown and shall be in long lengths. No jointing other than over a point of support will be accepted except with prior approval. Battens shall be fixed in accordance with the drawings.

**7.6 Fascia.** Provide and fix wrought fascia boards of the stated dimensions and profile. The fascias shall be in long lengths and shall only be jointed at a point of support.

**7.7 Barge Boards.** Provide and fix wrought bargeboards, generally as for fascias and scribe to the fascia.

**7.8 Ceiling Framing.** Where required or shown provide ceiling joists generally to match the roof purlins. Trim and frame up for ceiling hatches where shown.

**7.9 Insulation.** Insulation in roofs or stud walls shall unless otherwise specified or shown be a double-sided fiber reinforced aluminum foil similar to Sisalation No. 450 and shall be laid as directed.

**7.10 Priming.** Before fixing prime with one full coat of an approved primer on all surfaces which will be in contact with floors, wall ceilings etc., unless otherwise specified, and all mating surfaces of external timber joints.

**7.11 Timber Frames.** All door and window frames shall be of approved timber of the dimensions stated or shown, and shall be finished with pencil round exposed arises. Frames in block work or concrete walls shall be fixed in place with approved galvanized straps. Door frames unless otherwise specified shall be rebated.

**7.12 Doors.** Doors shall be of the following construction:

**SD1** Framed and battened doors shall be of 90 x 20 t&g boards tightly cramped up and framed with 95 x 45 rebated styles, head, mid, and bottom rails **SD2** Ledged, braced and battened doors shall be of 90 x 20 t&g boards tightly cramped up and screwed to 100 x 25 ledges and braces all in wrot timber **SD3** Flush doors shall be flush hollow cored 35 mm finished thickness with hardwood styles top mid and bottom rails, approved honeycomb core and faced each side with grade 1 plywood 6 mm thick with 13 mm HW lipping.

**7.13 Windows.** Shutter type windows shall be constructed of 90 x 20 t &g boards tightly cramped up and screwed to 100 x 25 ledges and braces, all in wrot timber The Contractor is at liberty to offer an economical alternative construction in respect of this item and should specify same as a variant in Annex B.

**7.14 Cyclone Shutters.** Where these are specified as additional items to the windows the Contractor will supply cyclone shutters to suit the opening sizes of the windows. They will be constructed from 12 mm plywood, will be provided with hand holds, will be sized for a one-man lift and will fit perfectly in the channels provided to house them.

**7.15 Joinery Generally.** Chipboard/Castor board/Particle board or oil tempered hardboard (masonite) shall not be used in the construction at all.

**7.16 Fixtures and Fittings Generally.** Fixtures and furniture shall be provided as shown on the drawings. They shall generally be made up from components specified in the following sections or in Iron Monger. Unless otherwise specified, finishes shall



be applied only to expose surfaces, including those not usually visible such as tops and bottoms of all doors. Joinery items shall be painted with 2 coats Apcodex wood stain, such that there is a uniformity of finish to different items and shall then be finished with 2 coats clear varnish. Clear sealing coats shall be applied to internal surfaces of all fixtures and fittings. Where solid timber is required in exposed position it shall be of type and grade to match the face veneers. Construct the following items of fixed furniture: Storage Shelf Units: F1, F2, F3, F4, F12, F16, F52, F57, F58, F59, F60, F61, F62, F63, Shall be constructed from 19 mm plywood all exposed edges h/w lipped. Pin boards: F5, F6, F64, F65 Shall be constructed from 12 mm semi hard composition board glued to 4 mm plywood backing with 50 mm HW frame. Cupboard Fittings: F18, F50, F51, F54 Shall be constructed generally from 19 mm plywood all exposed edges h/w lipped Tables, Work Benches, Counters: F7, F8, F9, F10, F11, F15, F16, F53, F55, F68, F69, F66 Shall be constructed generally from 19 mm plywood and 50 x 50 framing all as indicated on the drawings Tops shall be of the following: 19 mm marine grade plywood covered in laminated plastic. 19 mm marine grade plywood covered in ceramic tiles. 50 mm laminated timber 50 mm concrete slab with 100 mm block work support walls plastered and painted, Refer to Iron Monger for all furniture description.

**7.17 Trims and Moulds.** (i) Skirting: Timber skirtings shall be used where shown. They shall be treated timber in long lengths scribed to floor and walls and securely fixed to the walls. All internal and external miters stop and return ends shall be neatly executed to approved. Fix and finish as described for Architraves. (ii) Architraves: where shown to timber door frames provide and fix treated timber architraves, including neatly forming all miters, stopped and retained ends etc. All fixings shall be punched or countersunk and puttied and dropping used shall match the architrave and to be approved. Care must be taken to avoid all hammer and other tool marks on the finished surfaces. (iii) Cornice: To all walls to fixed flat ceilings provide and fix timber cornice. Use quad section. Fix and finish as described for Architraves. (iv) Ceiling cover strips: To all plywood ceilings provide and fix 25 mm "D" mould cover strips to all joints. (v) Beads: Provide glazing beads to all fixed lights to be 12 mm x 12 mm.

## **SECTION 8: IRONMONGERY.**

**8.1 Scope of Work.** To supply and fix all ironmongery.

**8.2 General.** All ironmongery shall be the best of its kind and subject to the approval of the Supervisors Representative. Contractor shall provide samples as directed.

**8.3 Hinges.** To all framed and boarded timber and flush timber doors provide 1½ pairs of heavy-duty black japanned 200 mm "T" hinges. Fix all SS hinges with SS screws.

**8.4 Cupboard Ironmongery.** To all cupboard and wardrobe doors fit slide bolts, magnetic catches, wooden doorknobs, and piano hinges or other approved concealed hinges, all unless stated otherwise on the drawings.

**8.5 Lockset and Door Furniture.** Locksets and latchsets, lever handles, pull handles back plates, and cylinder locks shall be as series 2000 by Lockwood. Door closers shall be as Arrow 727, barrel bolts shall be 200 mm long as L333; flush bolts



shall be 200 long as L841 all by Lockwood. Generally all locks, latches, handles etc shall be as detailed on the door schedule

**8.6 Finish** Furniture shall be finished satin anodized aluminum unless otherwise noted.

## **SECTION 9: ROOFING.**

**9.1 Roofing Generally.** Roof the buildings with a watertight system as shown and specified, including all necessary accessories, roof plumbing, flashing, roof drainage, and the like. Endure installation is in accordance with vapour pressure, condensation and corrosion.

**9.2 Inspection.** Give notice that the following are ready for inspection, prior to complete installation:

- a) Substructure
- b) Sarking
- c) Guttering where required
- d) Accessories

**9.3 Materials and Workmanship Generally.** Carry out all necessary operation for the satisfactory performances of the roof, including cutting at junctions, trimming around penetrations and flashing. Protect the roofing system from damage throughout the works. Avoid construction leads on the roof. Clean off debris and loose material from completed section at the end of each day's work and on completion of roof. Keep the rainwater systems when required free of foreign matter and leave them unobstructed on completion.

**9.4 Roof Sheet Protection.** During the handling, transporting and storing of roof sheet protect the corners, edges and ribs from damage. Store sheets under cover clear of the ground and away from risk of damage by building operations. Avoid contact with cement, lime and abrasive dust. Prevent water from being drawn between stacked sheets by capillary action. Surface discolouration or other damage resulting from neglect of protective measures shall be cause for rejection.

**9.5 Dissimilar Metals.** Prevent direct contact between incompatible metals by:

- a) Applying a suitable anti-corrosion low moisture transmission coating to contact surfaces.
- b) Separating contact surface with a suitable plastic/bituminous felt separation layer.
- c) Do not use lead in direct contact with roofing.

**9.6 Expansion and Contraction.** Provide for thermal movement in the roof installation, including movement in joints and fastenings, particularly in sheet metals and thin sections.

**9.7 Sarking.** Sarking membrane to the buildings shall be reflective foil laminate, double-sided, low flammability, of weight not less than 35g/sq. m. Sarking shall be provided to all roof areas. Lay the sarking membrane over the battens and overlap



successive layers over the section next below by not less than 100/150 mm. Pressure-sensitive adhesive tape to sarking joints to be used.

**9.8 Roofing.** Roof Sheetting A: Custom Orb Colour Bond steel sheeting conforming to AS1397 – AS150 and AS2728. Total thickness – 0.53 mm (24 gauge) Slope as per drawings. Colour. White Sheetting to be lapped 1½ ribs, generally away from prevailing weather B: Lysaght BHP Kliplock steel roof sheeting 0.53 mm thick Colourbond finish in approved colour green. Flashing and Capping Shall conform to AS2179 and be made from steel sheet of minimum base thickness 0.5 mm for 6300 steel or 0.60 mm for 6250 and have Colourbond finish Turn up tray position under ridding. Colour: To match roof cladding Roofing and Ridge Capping and Fasteners to be adequate for maximum roof cover. Fasteners shall be fixed through the sheetting at each crest over each purlin support. Compressible foam filler shall be used between, the roof sheetting and the flashing. Colour: To match roof cladding. Fastening Schedule No. 14-10 x 65 mm long hex head self-drilling screw Lysaght No. SHS 1442 with zincalume steel cyclone washer and neoprene washers. Screws shall be fixed at every 2<sup>nd</sup> corrugation for Colourbond sheetting, and at every corrugation for Kliplock. Flashing Fasteners Generally fasten through the roof sheetting to the supports using the same fasteners and spacings as the roofing. Where spaces exceed 600 mm fix to roof sheetting with No.10-12 x 16 mm long needlepoint self drill screws with hex head and neoprene sealing washer. Space maximum 600 mm centers Barge Moulds Fix to timber barge boards with No. 10 x 16 mm long hex head self drilling screws with neoprene sealing washers. Space maximum 600 mm centers. Moulds to be same as roof colour. Roof Penetrations Use “Decktite” property penetration flashings where possible otherwise in accordance with Lysaght’s, installation manual. All fastening to be non-ferrous, all as recommended by Lysaght under cyclone conditions.

**9.9 Ceilings.** Custom Orb Colourbond steel sheetting conforming to AS1397-AS150 and AS2728 fixed to underside of purlins. Total thickness (TCT) 0.48 mm (26g) Slope as per drawings, but generally same as roof slope Colour: White Sheetting to be lapped 1½ ribs Apex Flashings Shall conform to AS2179 and be made from steel of Minimum base thickness 0.5 mm for 6300 steel or 0.60 mm For 6250 and have Colourbond finish Colour to match ceiling cladding. Fastenings to be fixed through the sheetting’s at specified crest over each purlin support Fastening Schedule No. 12-10 x 65 mm long hex head self-drilling screw Lysaght SHS with white neoprene washer. Screws shall be colour bond Finish Sheets shall be fixed at every 3<sup>rd</sup> corrugation.

**9.10 Filler pieces.** All apertures formed by the corrugations of the roof sheets shall be filled with proprietary compressible filler pieces to render the roof spaces securely bird proofed.

## **SECTION: 10 PAINTING.**

**10.1 Generally.** All surfaces of the new building shall be finished with an appropriate coating system, inclusive of all work and materials necessary to produce a satisfactory result. Only qualified tradesman to be employed. Give 48 hour’s notice so that inspection of work may be made at the following stages: completion of preparation of surfaces/after application of sealer coat/after application of undercoat/after application of each subsequent coat. Use premium quality shelf lines of paints from approved manufacture’s delivered to the site in the manufacturer’s



labelled and unopened containers. Contractor shall provide certification to this effect. Note: All acrylic paints to have anti-fungal compound included. Use paints in accordance with manufacturer's recommendations, including recommendations for internal or external use.

**10.2 Preparation.** It is important that all surfaces to be painted are to be thoroughly cleaned down. The Contractor shall take adequate precautions to protect all work from dust, dirt, or other disfigurement, shall protect all finished work from paint splashes, shall remove all metal fixtures before the work commences, and shall provide all necessary dust sheets to protect the finished work. Do not paint in dusty conditions or in unsuitable weather. Do not paint when the relative humidity exceeds 85% or when the surface temperature of the substrate is more than 50°C. Colour tinting shall be by the manufacturer unless otherwise approved, shall be performed only by adding tints or stains of the kind and quality recommended by the manufacturer, each coating of a different tint from the preceding coating. Apply paint in even layers. Allow each coat to harden for full drying time (or time between coats) recommended by the manufacturer, then lightly sand and dust clean from the top downwards before recoating. Stop knots and punch nails. Fill cracks, open joints and holes after application of the prime coat of matching colour where necessary with compound suitable for paint being used. For new work allow minimum period of 28 days before painting on plaster. For existing work clean the surface free of contaminants, and loose paints. Where mould growth is apparent clean surface with suitable anti-mould agent; if plaster surface is chalky mix undercoat with Emulsabond in ratio of 4:1.

**10.3 Paint Systems.** Paint systems shall be as specified below as supplied by Asian Paints (Vanuatu) Ltd or shall be equivalent systems by an equal and approved manufacturer. **P1** Externally and Internally Rendered and plastered walls, fairface Apply 1 coat Apcolite fast dry acrylic undercoat Concrete, and 2 coats Apcolite 100% acrylic semi-gloss Finishing coat. **P2** Externally and Internally Timber doors and frames, window frames Apply Apcodex stain, varnish, sealer exposed structural timber elements, fascia in 2 coats boards, plywood soffits, gable spandrel panels, timber boarding and the like. **P3** Externally and internally Concrete floor slabs Apply 1 coat Apcodur 2.19 HB undercoat and 2 coats Transpoxy 4.62 Epoxy finish, ensuring proper mixing of Base and Hardener before painting. Once mixed, use the mixture within 4 hours. **P4** Externally and Internally Timber work generally as described P2 1 coat Apcolite acrylic primer and 2 coats Apcolite full gloss enamel. **P5** Externally Galvanised roof sheeting 1 coat Apcolite AP 10 primer and 2 coats Apcolite 100% gloss roof paint. **P6** Internally Furniture and Fixings. To all exposed surfaces (including those not normally seen, e.g. top of doors etc). Apply 1 coat Transtain and 2 coats Touchwood polyurethane Clear gloss wood varnish (inside of drawers cupboards etc) Apply 1 coat polyurethane.

## **SECTION 11: TILING.**

**11.1 Standards.** Workmanship and materials shall be of best quality and comply with relevant Australian Standards – equivalent international standards are acceptable - including but not limited to AS1884 Floor Coverings-Resilient sheet and tiles-Laying and maintenance practices AS2358 Adhesives for ceramic wall tiles and mosaics. Where requirements of the Specification conflict with any standards the Specification shall take precedence.





**11.2 Ceramic Floor Tiles.** Floor tiles shall be 300 x 300 x 8 mm unglazed fully vitrified ceramic floor tiles as Waringa range by Johnson's Tiles or an equal and approved product. Wet areas must be tiled with an approved brand of non-slip ceramic floor tiles, which shall be laid on minimum 25 mm screed to the falls shown on the drawings Tiles shall be fixed to the screed with an approved proprietary cement suitable for the purpose and shall be grouted using an approved colour grout. All excess grout shall be removed and the tiles left clean on completion.

**11.3 Ceramic Wall Tiles.** Wall tiles shall be fixed to the areas and heights shown on the drawings Tiles shall be turned into window reveals at sides and, cills Use uncut tile edge to exposed faces. Plaster to wet areas shall comply with the appropriate specification. Tiles shall be fixed using an approved proprietary cement, and shall be grouted with an approved colour grout and left clean on completion.

**11.4 Tiles of different thickness.** Where tiles of different thickness butt together Contractor will make allowance in the thickness of the screed.

**11.5 Selection of tiles.** The Contractor shall provide samples of tiles from an approved manufacturer together with a chart of the colours and patterns available.

## **SECTION 12: GLAZING.**

**12.1 Glass.** The glass to be BS. 952 or equivalent and of approved manufacture, free from all defects. Glass thickness shall be to withstand a minimum of 2.5kPa.

**12.2 Sheet Glass.** The sheet glass to be ordinary quality glazing, special quality glazing or selected special quality as recommended by the manufacturer for the opening sizes.

**12.3 Obscured Glass.** The obscured glass to be rough cast (plain rolled/figured) or other approved to the thickness as recommended by the manufacturer.

**12.4 Wired Glass.** The wired glass to be cast/polished Georgian or diamond 6 mm thick.

**12.5 Clear Plate Glass.** The clear plate glass to be of a minimum thickness of 6 mm or to the thickness specified for the opening. To be polished.

**12.6 Louver Glass.** Thickness of glass is to be in accordance with the manufacturer's recommendations for the length of the louver blade. Blades to be carefully cut to the sizes required and all exposed edges ground smooth.

**12.7 Glazing.** Glazing to be in accordance with BS CP152. Glaze all windows except bathroom-WC or where else specified in clear sheet or plate glass. Glaze bathroom, WC and where else specified in approved obscured glass.

**12.8 Louvers.** Fix in securely all glass louver blades to slips. The glass to be cut with a tolerance of not more than 2 mm, and fixing clips bent home to ensure rigid fixing.

**12.9 Mirrors.** Mirrors shall be 6 mm polished plate glass slivered with ground and raised edges all round to sizes shown or specified. Fix mirrors direct to walls with dome headed CP screws in each corner to wall plugs.



**12.10 Cleaning Down.** On completion clean all glass inside and out and replace all cracked or broken glass.

### **SECTION 13: DRAINAGE AND PLUMBING.**

**13.1 Scope.** Generally this work consist of the supply and installation of: Gas Service/Cold water services/Sanitary installation/External water reticulation/Hot water supply/Rainwater discharge

**13.2 Generally.** The whole of the plumbing shall be executed strictly in accordance with rules, regulations and requirements of the statutory, sanitary, water or other authority having jurisdiction in the area concerned, and in accordance with AS 3500.

**13.3 Pipes and Fittings.** All pipes and fittings shall be to sizes as specified or shown on the drawings and as follows: Mild steel pipes and fittings shall be galvanized and shall be of an approved quality and dimensions to AS1074. Copper pipes shall be half-hard or solid drawn of approved quality and to gauges and sizes specified, all to AS1432. Copper tubing fittings shall be cast brass or wrought copper of approved manufacture and complying with the requirements of AS1585, 1589, and 1645. UPVC pipes and fittings where specified shall be to AS1477 fixed in accordance with manufacturer's instructions with suitable PVC fittings. Polyethylene (Polythene, Polybutenol) pipes and fittings shall be to AS1159.

**13.4 Drainage – General.** Sewer Drains: PVC pipes and fittings for sewer drain runs shall comply with drawings. Supply all fittings necessary for the satisfactory completion of the works, including gullies, bends, junction, taper lines, inspection pieces, traps and back venting. Joints shall be solvent cement type or, where approved by the regulatory authority. Lay all piping to correct fall on 75 mm sand bed. Back fill after inspection. Generally the gradient used shall be 1 in 40 for 100 mm diameter pipes and 1 in 60 for 150 mm pipes.

**13.5 Excavations: Drainage.** Excavate for drainage services in material encountered as indicated in Drawings. Backfill to maintain existing ground contours.

**13.6 Drains Beneath Buildings.** Where PVC sewer drains pass beneath buildings foundations, surround by not less than 150 mm of 20 MPa concrete measured clear of the line of collars or as otherwise directed. Where drains of any kind pass through walls make opening 75 mm clear of pipe all round. At outer walls make suitable provision to prevent ingress of vermin.

**13.7 Traps.** Every trap shall have a water seal not less than 38 mm deep if the diameter of the trap does not exceed 50 mm and not less than 50 mm deep if the diameter is over 50 mm, and shall have the same diameter as the waste pipe to which it is connected. Traps shall be made of brass copper or other approved material.

**13.8 Junction Fittings.** All junction fittings in soil and waste pipes shall be curved or oblique angled junction provided with approved inspection or cleaning eyes at all points of change of direction, in such position as to be easy access for the proper cleaning of such pipes.



**13.9 Sanitary Fittings.** WC. Close coupled WC suite in white vitreous china with plastic cover and seat, and dual flush operation. All as "florida" by Fowlerware or equal and approved. For disable application Florida pedestal fitting and provide 2 nos. CP grab bars. Wash Basins Wash basin in white vitreous china 400 x 500 complete with 2 tap holes plug and chain waste and CP fixing brackets. All as "Hamilton 500" by Fowlerware or equal. Cleaners sink 525 x 400 high-density vitreous china with wooden pad and CP grating as Series 0605 by Fowlerware or equal. Laboratory Sink 600 x 450 x 250 high-density vitreous china laboratory sink by Fowlerware or equal. Wash Trough SS wash trough 400 x 1800 inclusive plug chain wastes support brackets. Provide 3 No. taps per fitting. Tub Utility Sink 560 x 630 x 310 70 liter capacity laundry sink in high grade SS for bench fixing in concrete bench. All as manufactured by Clarks Sinks or equal. Tap ware shall be CP finish on brass. Fittings shall be suited to their function. Where tap holes are not used appropriate cover plates shall be provided. Taps to wash troughs shall be wall mounted. Floor Wastes Grade floor wastes. Floor wastes to be minimum 50 mm diameter and trapped. Shower & Bath Wastes Grade bath and showers to waste. Waste to be minimum 50 mm diameter. Outlet pipe to connect to floor waste trap.

**13.10 Testing: Drainage.** Supply all apparatus and material necessary for the test and carry out all tests required by the regulatory authorities or as directed by the Supervisors Representative. Do not cover or conceal from view underground or enclosed work until it has been inspected, tested and approved by the Supervisors Representative and the relevant authority.

**13.11 Connection.** The Contractor shall arrange for all water connections and relocations as shown on the Drawings. Contractor to connect to the valve and run supply pipe to size and type specified and connect to the buildings at a point where shown on the drawings.

**13.12 Testing: Water Supply.** TESTS: Supply apparatus and materials necessary for, and carry out the tests required by the Specification or regulatory authorities, in the presence of the Supervisors Representative and the authorized representative of the relevant authority for the service under test. CONCEALED WORK: Do not cover or conceal underground or enclosed work until it had been inspected and tested, in sections where necessary, to the approval of the Superintendent and the relevant authority. Leave pipe joints exposed to enable observation during the tests. HYDROSTATIC TESTS: Test pipe work at the pressure of 2 Mpa or 3 times working pressure for 2 hours unless overridden by regulatory authority requirements. A test shall be deemed successful if no loss of pressure occurs. REJECTION: Pipe work which fails a required test, or which vibrates or is noisy because of insufficient support or loose fixings, is liable to rejection.

**13.13 Installation: Water Supply,** Generally: Install pipe work in straight lines and uniform grades without sags. Provide bends and sets as required and sufficient unions, flanges and isolating valves for satisfactory removal of piping and fittings for maintenance. Arrange and support pipe work as necessary so that it remains free from vibration whilst permitting necessary movements such as thermal expansion and contraction. Provide the fittings and components connected up and ready for testing the service. Keep the number of joints to a minimum. Pipe work shall be generally surface mounted but installed in as unobtrusive manner as possible. DISSIMILAR METALS: Do not install copper in contact with steel, zinc, or other materials likely to generate electrolytic, galvanic or corrosive action: Make junctions





between dissimilar metals with special fittings manufactured in suitable compatible material. **CHANGES OF DIRECTION:** Use bends where practicable in preference to elbows. Use elbow where pipes are led up or along walls and then through to fixtures. Do not exceed manufacturer's specified radii for change of direction in HDPE pipes. Fit joints tightly, seal and make leak proof, with no internal projections, burrs or obstructions. **VALVES:** Arrange together where practicable in operational grouping, in convenient and readily accessible positions. Fix engraved aluminum or brass plate near valves specifying the purpose of the valve e.g.: 'showers', 'toilets'. **CONCEALED PIPEWORK:** Pipe work runs in false ceilings, roof spaces, under suspended ground floors, plant rooms, and the like: Arrange adjacent to, and horizontally parallel with each other and with walls, beams, and the like. Keep at least 150 mm above ground surface if under suspended ground floors. Provide adequate spacing of at least 25 mm between pipes, 50 mm between pipes and electrical cables. Take off branches at right angles unless otherwise shown on the drawings.

**13.14 Accessibility.** **FITTINGS:** Locate in accessible positions, with adequate clearance, pipe fittings requiring maintenance or servicing, including control valves, joints designed to enable removal of pipes, and the like. **REMOVABILITY:** As far as practicable, install plumbing work inside buildings so that it is removable without damage to the building structure or finishes.

**13.15 Underground Installations.** **EXCAVATION:** General open-trench excavation is specified in EXCAVATION.

**13.16 Valves.** **GATES AND STOP VALVES:** Sizes 25 mm and smaller: - ball lever valve, sizes 40 mm to 80:- Copper alloy to AS 1628. **VALVE SPINDLES:** Non-rising type. Install valves with spindles in a vertical position where practicable. **ISOLATING VALVES:** Provide isolating valves on each branch line from the main service lines of water supply systems, to isolate all connected equipment. Provide angle stopcocks to every WC cistern.

**13.18 Cocks.** Provide approved chrome plated, stopcocks located to serve the various fittings and as indicated in the fit-out schedule. Hose cocks to be brass and located as shown. The WC cisterns shall be isolated by an angle stopcock.

**13.19 Valve Boxes.** **GENERALLY:** Provide block work/concrete valve boxes with removable steel covers for access to underground gate valves.

**13.20 Pipe work Installation Schedule.** Note: If alternative materials are proposed, submit proposal with full details together with the tender in Annex B, Variant solution.

**PIPEWORK:**

Location: Pipe Material Nominal pipe

Size:

External Distribution system HDPE 32 OD

Internal plumbing Copper 12

HDP3E High Density Polyethylene

Class: 6 (min)

Type: 50

Joining Method: Compression joints

**COPPER PIPEWORK:**

Joining method: Brazing



**13.21 Rainwater Disposal.** Provide PVC rainwater pipes and gutters as shown on the drawings. Guttering shall be laid to falls of 1 in 100 and shall be securely fixed to the eaves by means of approved proprietary fixings. Installation shall be provided complete with all necessary angles, spigots, brackets, stop ends and the like. Provide PVC pipes for run off of surface drainage discharging into soak pits, so as to avoid accumulation to building areas, as indicated on the drawings, where applicable. Lay as for drainage. Provide surface water drains/soak pits generally as indicated on the drawings. Provide gravel drains to take roof discharge as shown.

**13.22 Manholes.** Manholes shall be constructed generally as shown on the detail drawing and to the sizes shown on the plans. Bed half round section uPVC main channels in the bottom of the manhole and bench up from the top of the channel at an angle of not less than 30, finished with a steel trowel. Render walls in watertight render. Manholes exceeding 900 mm in depth shall have galvanized step irons set in the walls at 300 centers.

**13.23 Septic tanks.** Excavate for and provide Septic Tanks where shown generally in accordance with the detail drawing.

## **SECTION 14: ELECTRICAL INSTALLATION.**

**14.1 Scope of Works** The scope of work comprises the supply, installation, testing, commissioning, and maintenance of the Complete Electrical Installation. This shall include all necessary work required to implement the intent and meaning of this Specification and associated drawings. Whether or not the words supply and install appear in this Specification or on the drawings, unless clearly excluded, all items of equipment for the complete installation are required and shall be supplied and installed. Extent of Work: The work shall include but will not be limited to the following main items:

- a) Supply and installation of the mains switchboard and cabling
- b) Supply and installation of the sub-mains cabling
- c) Supply and installation of the distribution boards
- d) Supply and installation of socket outlets, associated accessories and final sub-circuit cabling.
- e) Supply and installation of light fittings, associated accessories and final sub-circuit cabling.
- f) Supply and installation of the main earthing system
- g) Supply and installation of timber supports for the light fittings in the classrooms
- h) Supply and installation of Solar Power system
- i) Supply and installation of telecommunications system

**14.2 Compliance with Regulations.** The work carried out by the Contractor shall comply in all respects with this Specification and:

- a) National Building Code for Vanuatu
- b) AS/NZS 3000:2000 and relevant Australian Standards (equivalent international standards are acceptable)
- c) Any other regulations that apply directly or indirectly to such installations in the location



**14.3 Drawings.** The Contractor shall supply shop drawings where required by the Supervisors Representative

**14.4 Samples.** The Contractor shall submit for approval samples of the electrical fittings to be used when directed by the SR

**14.5 Authorities.** The Contractor shall liaise with the Statutory Electrical Authority where appropriate and pay all required charges.

**14.6 Inspections.** The Contractor shall give 3 day's notice so that inspections can be made by the SR as follows: Trench excavation prior to backfilling/Commencement of laying of conduits prior to concrete pour/Commencement of installation of light fittings and socket outlets

**14.7 Earthings.** Supply and install the main earthing system for the installation including electrode(s), cabling, clamps, test-links and all associated accessories and equipment in accordance with AS/NZS 3000. Earth electrodes shall be DULMISON LGR 1918 or equal approved. Earth electrodes shall be connected using DULMISON EP3 clamps to the earthing conductors. The connections shall be made in boxes, which shall have heavy duty steel lids engraved with red filled lettering MAIN EARTH – Do Not Disconnect. The connection boxes shall be DULMISON ERB 1 or equivalent. If the required depth cannot be achieved an alternative system may be used. Contractor to submit details.

**14.8 Meters.** Allow for connection to the Public Utilities meter where appropriate.

**14.9 Main Switchboard and Distribution Boards.** The main Switchboard and Distribution boards shall comply with AS3439 and AS1939 and shall be built by specialist switchboard manufacturers. They shall be bottom entry, front connected, wall mounted of totally enclose metal contraction Spare spaces provided for miniature circuit breaker shall be covered using purpose made plastic inserts. The door for the Main and Distribution boards shall be fitted with flush locks. Unless stated otherwise, locks shall be keyed to CL1001 keys. The Contractor shall label the equipment within the board with suitably permanent labels and shall mount typed circuit schedules on the inside of the doors showing all relevant information.

**14.10 Miniature Circuit Breakers.** Miniature circuit breakers shall comply with AS3111. Circuit breakers shall be mounted on a purpose made chassis. Duplex MCBs shall be use unless specified. Circuit breakers shall have instantaneous short circuit and inverse-time over-current tripping characteristics and shall also have positive identification of breaker status ON, OFF and CENTRE TRIP positions. Miniature circuit breakers shall have a minimum fault interrupting capacity of 6kA. Evidence that a particular make of circuit breaker complies with the above requirements shall be submitted prior to installation.

**14.11 Cables.** All cables shall be sized as stated on the drawing(s), however, where not shown the following minimum sizes shall be used:

- a) Lighting circuits 1.5 mm sq Cu
- b) Socket outlet circuits 2.5 mm sq Cu

Cables shall be of approved manufacture and shall comply with the appropriate Australian standards (equivalent international standards are acceptable). All cables shall have high conductivity plain annealed copper conductors and shall be of the



multi-stranded type. Cables shall be delivered to site in the original package and obtained from one manufacturer. PVC single insulated cables shall not be used. PVC insulated and PVC sheathed cables shall be 0.6/1 kV and V.75 rating unless otherwise specified. General Cables shall be color coded as follows:

PVC Insulated and PVC Sheathed Cables

Lighting: 240 volt, white sheath

Actives Red

Switch wires Red

White-to be labeled with clip on identification wire makers

Neutral Black

Earth Green/Yellow

Power: 240 volt, white sheath (orange sheath)

Actives Red

Neutral Black

Earth Green/Yellow

Earth Conductors: separate earth conductors shall be insulated and colour coded green/yellow.

**14.12 Cable Installation.** Cable shall generally be installed in exposed conduits within the building or in conduits embedded in the plaster. All conduits shall be installed in a workmanlike manner parallel to walls, floors and ceilings as applicable. Bending radii shall not be less than the manufacturer's recommendation and in any case shall be not less than six times the overall cable diameter. All cables shall be installed giving due consideration to the derating requirements of the AS/NZS3008.1.1 Electrical Installations – Selection of Cables In addition to the general requirements cables shall be fed into conduit in such a way as to prevent twisting and crossing. Conduits shall be completely assembled and built in before drawing in cables. Do not use inspection fittings for drawing in cables. Kinked or damaged cables shall be replaced.

**14.13 Conduits and Fittings.** Conduits and fittings shall comply with AS2053 and AS2052. Internal Conduits All internal conduits shall be installed in a workmanlike manner parallel to walls, floors and ceilings as applicable. Bends shall be made where possible with easy sweeps. Bends of 90 degrees shall be made with a radius of not less than two times the external diameter of the conduit. Conduit saddles shall be spaced a maximum of 1000 mm apart. In areas subject to high ambient temperatures or other severe duty the saddle spacing shall be reduced to 500 mm immediately, prior to drawing in of cables, the bore of the conduit shall be thoroughly swabbed. Conduits take-offs shall be rigidly fastened with locknuts to each side and conduit ends shall be bushed. External Conduits All external conduits shall be heavy rigid PVC type. Conduits shall be mounted on PVC saddle spacers to maintain a spacing of not less than 12 mm from surfaces concerned. All conduits and conduit fittings installed in direct sunlight shall be painted with a light collared water-based acrylic paint. Confirm the colour of the paint with the Architect. Underground Conduit: Conduits installed underground shall be electrical orange heavy-duty type. All underground reticulation routes shall be marked out and approved before commencing excavation. Trenches shall be located to permit changes of direction in easy stages eliminating strain on cables or conduits. Unless otherwise specified, backfill with general filling, with no stones retained on a 25 mm sieve accruing within 150 mm of the service. Where service excavation occur in topsoil areas, complete backfilling with topsoil, reinstate existing surface and assets disturbed or removed as a result of the excavation or trenching to the approval of the Architect. Where



trenching occurs in car parks or other similar areas, trenches shall be backfilled with fine crushed rock and compacted to the approval of the Architect. Underground PVC Marker Sheeting: Orange PVC marker sheeting with indelible lettering giving warning of electric cables below shall be supplied and located across the width and along the entire length of the excavation at a depth of 200 mm above the conduit. General: No joints will be permitted except at socket outlet positions.

**14.14 Accessories, Outlets.** Supply and install all accessories, outlets, appliance connections complete with required fixings and fastenings. Accessory selection and locations require approval to ensure that each item is compatible with the final interior design of the space. Accessories and Outlets Colour of accessories shall be selected by the Architect at a later date. Confirm colour of accessories before ordering. Mounting heights nominated are to the centre of the accessories. All accessories shall be mounted on proprietary deep type mounting blocks. Switches shall be of the rocker type suitable for fluorescent lighting loads and shall be flush wall mounted generally. Switches shall be vertically mounted Multi switch positions shall be ganged under one cover plate. Switches in ganged boxes shall be arranged similar in plan to the lighting points controlled. Unless otherwise specified all light switches shall be mounted at 1300 AFFL. Switches shall be 10-amp capacity except where higher ratings are specified. Approved manufacturer and range: CLIPSAL CLASSIC C2000 SERIES HPM EXCEL RANGE PDL 600 SERIES. Socket outlets shall be of the same manufacture and tube as switches. Outlets shall generally be of the combination rocket switch/socket type flush wall mounted. Outlets shall be horizontally mounted. Double outlets shall be under one flush plate. Lighting Control Panel: Supply and Install a multi gang switch panel with flush box and 16 amp mechanism, and traffolyte labeling for the switches. Surface Floor Box: Supply and Install a PDL 300 mm high power tower complete with all necessary fixings and install in accordance with the manufactures recommendations. Light Sensitive switches: Shall be PDL 56 SS10WE or equal. Mount at high level and shield from artificial light Ceiling Fans: Supply and install Watt master or Equal 3 blade Aluminum white power coated 1400 mm dia. Ceiling fan. Mount fans on proprietary suspension fods at shall be 2400 above FFL. Fans mounted on sloping ceilings shall be fitted with proprietary angled canopies Extract Fans: Supply wire and install 2 speed extract, automatic shutter extract fans to be as Fantech HV 230 AE or Equal and Approved.

**14.15 Light Fittings.** The Contractor shall supply and install the light fittings detailed in the Legend. Light fittings shall be installed in an approved manner and shall be complete with fluorescent tubes and accessories necessary for their proper functioning. All fixings for light fittings shall be corrosion resistant. The quantities of each type of new light fittings shall be determined from the drawings as identified by the letter symbol signifying type. All screws, battens, roses, noggins, trims, packing etc. for the proper fixing of light fittings shall be provided by the Contractor as part of the works. All light fittings shall be effectively earthed. All cable entries to the light fittings shall be sealed to approval to prevent the entry of insects. Fluorescent Fittings: Fluorescent light fittings shall be manufactured to the following requirements: power factor corrected to 0.85 Capacitors shall be ATCO metalised paper (MP) type or equal and shall comply with AS2644. Ballasts unless otherwise specified shall be of the ATCO LLEC (low loss) type or equal and shall comply with AS3168 and AS2643. All fluorescent tubes shall be of energy saver type with a color temperature of 4000 deg K, a Clour Readition Index of no less than 65 and an efficacy of 75 Lumens/watt minimum.





**14.16 Telecommunications Services.** Scope of the Works The scope of works comprises the supply, installation, cabling, connection, testing, commissioning maintenance of the Telecommunication Services installation generally in accordance with the requirements of.

- a) AS/NZS 3000
- b) Telecom Vanuatu Ltd Regulations
- c) AS/NZS 3080 Telecommunications Installations – Integrated telecommunications cabling systems for commercial premises.

**Main Distribution Frame:** The existing main distribution frame at the Administration Building shall be retained for the connection of the Library installation. **Intermediate Distribution Frame:** Supply and install a 10 pair intermediate distribution frame where shown. **Patch Panels:** Supply and install new patch panels housed in a proprietary metallic enclosure for the Library. The enclosure shall have a lockable glass door. The patch panels shall be sized for the proposed requirements with 30% spare capacity for future connections. The four (4) pair Category 5 cabling to all outlets shall terminate onto the patch panels. The patch panels shall mounted with hinged panel to allow easy access. All cabling should be terminated with sufficient surplus cable to allow access to the hinged panel. All cabling terminating onto the RJ45 patch panel shall be fully supported and impose no cable strain on any termination contacts. Where cable pairs are untwisted for termination the untwisting should not exceed 13 mm. The patch panels, terminations and mounting equipment shall be conform to Category 5 specifications. The patch panel shall be clearly labelled using a convention complying with EIA and Standards Australia. **Cable Installation:** The new lead in cable shall be a 10 pair type installed in a 32 mm diameter Telecom (white) conduit. Supply, install, terminate, test and commission a Category 5 cabling system for the Library. Category 5 cabling shall be unshielded twisted pair (UTP) type. Telecommunications cabling shall be run in PVC conduits. All necessary draw wires to be provided. **Outlet:** Supply and install all accessories and outlets complete with required fixings and fastenings, as shown on the drawings. The telecommunications outlets shall be PDL 68H complete with RJ45 sockets. Telecommunications outlets shall be flush mounted. All telecommunications cabling should be terminated at certified Category 5 RJ45 telecommunications outlets. Cable termination configuration should be to the EIA T568A specification. All leads should be certified Category 5 cable and certified Category 5 RJ45 connectors and terminated to the EIA T568A specification.

**14.17 Solar Systems.** Scope of the Works: The Solar Electrical System shall comprise the supply, installation, and Maintenance of the complete electrical system as indicated on the drawings, and shall include the following major components. **Photovoltaic Modules (Polycrystalline types):** The Modules shall be cyclone resistant and shall have a minimum of 32 cells and a rating of 50W24. They shall be located such that no shadow may fall on them. All electrical connections shall be watertight. **Support Structures:** The support frame shall be of anodized aluminum and all fixings shall be of stainless steel. **System Regulator:** The System Regulator shall be a fully automatic microprocessor 24V dc type that shall cease battery charging when the voltage reaches a set level. It shall incorporate high and low level battery alarms. All incoming and outgoing circuits shall be protected by means of direct current circuit breakers. Protection from transient voltages shall be incorporated. **Batteries:** Batteries shall be of the lead acid flooded cell. They shall be housed in lockable waterproof cabinet. Contractor is to provide 5 liters of distilled water. **Cables:** Cables shall be PVC insulated and PVC sheathed cable and shall be 0.6/1 Kv and kv.75



unless otherwise noted. Switches: Switches shall be rocker type suitable for direct current fluorescent lighting loads. Socket Outlets: Socket Outlets shall be PDL 695R (round earth pin). Fluorescent Light Fittings: All fluorescent tubes shall be of the energy saver type with a color temperature of 4000 deg K a color Rendition Index of not less than 65 and an efficiency of 75.

**14.8 Fire Extinguishers.** Supply and install portable fire extinguishers to the following locations on the drawings the installation shall be in accordance with NZS4503 and will consist of 2.5 kg dry chemical/2.0 kg carbon dioxide. 1 no in each location Extinguishers shall be as manufactured by Chubb Fire or equal and approved.

## **SECTION 15: AIR-CONDITIONING.**

**15.1 Scope.** The mechanical services sub-contractor shall supply, deliver, install and provide shop drawings, test and set to work, to the satisfaction of the Supervisors Representative. Unit to be supplied are to be of the minimum size listed in the fit-out schedule.

**15.2 Performance Guarantee.** The Contractor by entering into this contract shall be deemed to guarantee the equipment selected and the installation as being of the capacity and performance as required by this specification and tender drawings. All capacities, sizes, equipment, controls and the like are minimum provisions only and the Contractor as part of the work of this contract, shall supply all extra materials, equipment, etc. and do all extra work as necessary to meet the design conditions as elsewhere specified.

**15.3 Noise Levels.** Sound pressure levels due to components of the mechanical ventilation installation shall be in accordance with A.S.No 2107 and A.S. No 1055. Tenderers shall consider the above noise level requirements when selecting their equipment to ensure that the stated levels can be maintained. Should a tenderer consider that additional acoustic treatment or noise reduction equipment or methods be use to attain the specified levels then he should include for this in his tender.

**15.4 Split Air Conditioning Units.** Only split unit air-conditioning units shall be used. The air-cooled split air-conditioning units shall be cooling only wall type. They shall be fully factory assembled and be proven products of a reputable manufacture. The unit capacities shall be selected base on ambient air into condensers at 35°C. The equipment shall be complete with all controls and shall be commercially quiet in operation and be complete with all safeties and accessories for safe and efficient operation. Each unit shall incorporate the following features:

- Built-in drain pump
- Fresh air provision
- Multi-speed supply air fan.
- Access to all components from below
- Four-way airflow

Condensing sets shall be of the vertical type with horizontal air discharge. All components shall be accessed from the front of the unit. The cooling and condenser coils shall have copper tubes with passivated aluminum fins. Adequate drainage is to be provided from the condensing unit so that condensate water is not allowed to





accumulate on pavements etc. but shall discharge to soak pits. The outdoor units shall be mounted on approved wall mountings.

## **SECTION 16: ROADWORKS.**

**16.1 General.** This specification details all matters pertaining to the roadwork's construction involved with this contract. Notwithstanding the requirements detailed in this specification, the superintendent may approve the construction of works varying from these standards subject to a detailed engineering submission outlining the proposed alternatives. The superintendent retains the right to modify or refuse any proposed alternative to these standards. Where there is any conflict determined between the requirements specified herein and the requirement of any referenced Australian Standard (equivalent international standards are acceptable), Statutory Authority Standards or otherwise, the requirements specified therein shall apply. The following documents are referred to in this specification.

AS 3706.7-1990. Determination of Pore-size Distribution – Dry Sieving Method

AS 3798-1990. Guidelines on Earthworks of Commercial and Residential Developments.

AS 1289. Methods of Testing Soils for Engineering Purposes.

**16.2 Materials.** The following pavement materials shall be used in construction. Sub base & Base Course: White coral meeting the following requirements.

- I. Maximum particle size after compaction shall not exceed 60 mm.
- II. Maximum fines (passing 63  $\mu$ m sieve) in the as dug state of 20 per cent.
- III. Minimum fines (passing the 63  $\mu$ m sieve) in the as dug state of 5 per cent.
- IV. Specific gravity of approximately 2.4 but not less than 2.2.
- V. Plasticity index of materials passing the 425  $\mu$ m sieve shall be in the range of 6-15 except in areas of high rainfall or where the ground is wet in which cases the P1 shall be in the range 4-9.
- VI. The Aggregate Impact Value shall be less than 40.
- VII. It shall be free from organic matter and lumps of clay.

## **16.3 Construction Requirements.**

### **16.3.1 Setout.**

The construction setout for roadwork's setout for road works construction shall be by reference to datum line established by a Licensed Surveyor. The datum line may be either the road centerline, a pegged chainage offset line or any alternative datum suitable for the purposes of accurately setting out the roadwork's in accordance with the drawings for the works.

**16.3.2 Clear and Grub.** For requirements pertaining to the clearing and grubbing of all areas affected by Roadwork's construction, reference is made to the requirements specified in Section 2.

**16.3.3 Earthworks.** All earthworks operations up to subgrade level shall comply with the requirements detailed in AS3798-1990 as with the requirements detailed in Section 2.



**16.3.4 Trim & Compact Sub-grade.** The subgrade material is defined as the finished surface of earthworks profiled and compacted upon which pavement materials are to be placed. The subgrade materials shall be compacted in accordance with the following requirements.

Compaction requirements

- I. Minimum dry density ratio (cohesive soils) 100% standard
- II. Minimum density index (cohesion less soils) 80%

NB – Compaction requirements are with reference to the relevant Test methods contained in AS 1289. Testing frequency not less than one (1) test per 100m<sup>2</sup> with a minimum number of three (3) tests per sample area being tested. The subgrade material shall not include any 'Unsuitable material' as defined in Section 4.2 of AS3798-1990 and shall be trimmed to the profile required to conform with the project drawings and the tolerances specified herein. Where unsuitable material is encountered in the subgrade, a suitable 'Subgrade Replacement Material' in accordance with the requirements of this specification shall be incorporated in the works. In this instance, the unsuitable material shall be excavated to a level sufficient to obtain a sound foundation for the pavement. The compaction requirements and testing frequency noted previously shall apply to all operations involving any subgrade replacement material required for the works. The Tolerances appropriate to the construction of subgrade and to subgrade replacement material shall comply with the following: a) Design level Tolerance + 15 mm /- 30 mm b) Shape Tolerance of 25mm maximum deviation from a 3m straight edge laid in any direction. Following completion of subgrade compaction and trimming, the whole of the subgrade area shall be inspected by proof rolling with a fully loaded single rear axle truck (no acceptable equivalent). Acceptable proof rolling shall be taken to be no visible signs of deformation or instability in the sub grade.

**16.3.5 Pavement Courses.** The pavement course materials (Base Course and Sub-base Course) shall be transported from the material supplier to the spreading area without segregation and shall be placed at the correct moisture content. The pavement course materials shall be spread in uniform loose layers on the prepared sub grade replacement, or sub-base course and compacted to conform with the grades, profiles and cross sections as indicated on the project drawings and to the tolerances and compaction standards specified herein. The thickness of any loose layers shall be such that after compaction it shall not be less than 10 mm nor more than 175 mm thick. Appropriate compaction equipment shall immediately follow the spreading and shaping of the loose materials and under no circumstances shall materials be allowed to dry out before compaction. After compaction of each pavement course, the whole of the surface shall be watered and rolled with a steel drum roller to give a hard, dense, tightly packed surface free of lenses, compaction planes and caking, in accordance with the tolerances specified herein. No placement of base course material on the sub-base shall commence until the compaction standards and tolerances for construction of the lower layer have been inspected and confirmed satisfactory. The compaction standards for pavement course construction shall be as follows:

Base Course 100% standard  
Sub-base Course 100% standard



NB – Compaction requirements are with reference to the relevant Test Methods contained in AS 1289.

The Tolerances for construction of the pavement courses shall be as follows:

**Course Design Level Layer Thickness Shape  
Tolerance Tolerance Tolerance**

Sub-base +20 mm +40 mm 25 mm in 3m  
- 20 mm -20 mm maximum

Base + 10 mm + 15 mm 15 mm in 3m  
- 10 mm - 15 mm maximum

**16.3.6 Final Trim.** Following placement and compaction of the base course material, the whole of the surface of the base course shall be final graded and trimmed to the specified tolerance so as to leave a hard, dense, tightly packed surface free of lenses

**SUPPLEMENTARY SPECIFICATIONS**

The Supplementary Specifications shall be read in conjunction with the General Specifications. Insofar as any modified or additional clauses in the Supplementary Specifications may conflict with or be inconsistent with the General Specifications, the modified or additional clauses in the Supplementary Specifications shall prevail.

The type and frequency of tests required for compliance and acceptance is detailed in the relevant Table “Field and Laboratory Compliance Testing of Materials and Workmanship” attached at the end of this Section.

**DRAWINGS AND WORK SCHEDULES**

**Project Specific Drawings** the following shall form part of the Tender and the Contract:



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### STRUCTURAL DRAWINGS JUVENILE CENTER

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## ISSUE FOR TENDER

 <b>BI CONSULTING</b> PO BOX 3006 P.O. BOX 37313 P.O. BOX 688474 Port Vila Vanuatu Email: <a href="mailto:bi@biu.com.vu">bi@biu.com.vu</a>	DESIGNED BY: BI CONSULTING	REVISION	DATE:	NOTES:	 <b>CLIENT:</b> DEPARTMENT OF CORRECTIONAL SERVICES	PROJECT: Department of Correctional Services
	DRAWN BY: R.B					DRAWING TITLE: TITLE PAGE
CHECKED BY: B. JEREMIAH						DRAWING No.: S 0 0
CLIENT NAME: DCS						PROJECTION: NA.
DATE: 02.04.2020						



## **SCHEDULE OF ACTIVITIES PREAMBLE TO THE SCHEDULE OF ACTIVITIES**

1. The Schedule of Activities shall be read in conjunction with the General Conditions of Tendering, Special Conditions of Tendering, General Conditions of Contract, Special Conditions of Contract, Technical Specifications and Drawings.
2. The Tenderer shall provide a tender in accordance with the format of the Schedule of Activities.
3. Payment for all of the Works will be the tendered Lump Sum either exclusive or inclusive of VAT and duties (specify as required). The payment of the Lump Sum will be spread over the period of implementation. It shall be calculated on the basis of the percentage of implemented Works at the time of the Interim Certificate.
4. A breakdown of the Works is provided in the Schedule of Activities. This breakdown of the tendered Lump Sum over the major activities of the Contract constitutes the means by which the amount payable for the Works is apportioned for Interim Payments.
5. This is the extent of the purpose of the Schedule of Activities. It is not to be regarded or construed as placing or constituting any limit on the Contractor's obligations to provide all the Works described in the contract documentation against the tendered Lump Sum.
6. The whole cost of complying with the provisions of the Contract shall be included in the Lump Sum, and where no item is provided in the Schedule of Activities, the cost shall be deemed to be distributed among prices entered for the related items of Work.
7. Provisional Sums included and so designated in the Schedule of Activities shall be expended in whole or in part at the direction and discretion of the Employer in accordance with the Conditions of Contract.
8. The amounts entered and included under Preliminary Items of the Schedule of Activities shall not exceed 5 (Five) % of the tendered Lump Sum price.
9. In the case of Arithmetic Errors, the Lump Sum will govern. The sums entered for the individual items in the Schedule of Activities will be adjusted by the Employer to accord with the Lump Sum tendered.

## **INTRODUCTION TO THE SCHEDULE OF ACTIVITIES**



Currently, there are no dedicated correctional facilities for juvenile offenders in Vanuatu. Juveniles are co-located with adult offenders and Courts are usually unwilling to impose custodial sentences on juveniles, even for serious offences. To improve punishment and rehabilitation of juvenile offenders, a Juvenile Correctional Centre is being constructed in Luganville, Santo.

- Land tenure is secure with DBKS
- The site for the new Juvenile Centre is the top left corner of the Luganville Correctional Centre. This will require demolition of the existing old High Security unit and limited earthworks
- The new building has been designed as a 'child-friendly' facility that does not look like a typical Correctional Centre. The focus is education and rehabilitation of young offenders.

Note that this is a Tender / Contract for a Lump Sum for all materials, labour, tools and equipment for the implementation of the renovation works.

### **Site Visit**

Tenderers are encouraged to visit the project site whilst preparing the tender submission. Assistance to access the site can be gained from:

- Manager, Correctional Centre North, Richard Bani [ribani@vanuatu.gov.vu](mailto:ribani@vanuatu.gov.vu)

### **Scope of Work**

The scope of work for this Tender/Contract is defined as follows:

1. This Introduction to the Schedule of Activities
2. The Schedule of Activities
3. Drawings
4. Annex 1: Detainee Labour

### **Use of Detainee Labour**

Tenderers are encouraged to utilise detainee labour in this project to reduce costs. Refer to Annex 1 for details.

### **Drawings**

The project drawings are available for collection from the Department of Corrections Head Office, Rue Pasteur, or from the Santo Probation Office in Sarakata. The works are to be executed as per the drawings. If there are any issues with the drawings, discrepancies or confusion, the Project Manager is to be contacted as soon as possible.





## **Work Plan**

A Proposed Work Method Statement and Construction Programme is required to be submitted as part of Tender Response Schedule 2.

## **Standards of Work**

All works are to comply with the Building Code of Vanuatu, the Vanuatu Home Building Manual and relevant Australian and New Zealand standards.

## **Materials Supply**

The Contractor is responsible for the supply of all materials. The materials are to be approved by the Project Manager / Supervisor prior to purchase and installation.

## **Quality Management**

The project works are to be carried out to a high quality. Quality is primarily the responsibility of the CONTRACTOR and must be managed on a daily basis. Any work that is not good quality is to be removed and replaced at the Contractor's expense.

All works are to be inspected and approved by the Supervisor / Project Manager prior to payment.

Defects inspections are to commence at least two weeks prior to the programmed handover date.

## **Project Administration**

**Insurance.** The Contractor is to have insurance prior to commencing works including as specified in Special Conditions of Contract. If the contractor does not provide evidence of insurance within 14 days the contract may be terminated.

**Start-Up Meeting.** A start-up meeting is to be held on site prior to the commencement of the project works. The objective of the meeting is to confirm the project outcomes, responsibilities and relationships for the project. Attendees at the meeting are to include representatives of the contractor, Project Manager (DBKS) and the Supervisor.

**Project Meetings.** A meeting is to be held on a fortnightly basis during the works between the Contractor and the Project Manager, a Correctional Centre representative and the Supervisor.

**Access To Services.** The contractor is required to establish a separate power and water meter for the new Juvenile Centre.

**Work Hours.** Work hours are generally to be 7:30am to 5pm Monday to Saturday.

**Security.** The construction site is located in a fenced (chainlink) compound within the Low Security section of the Luganville Correctional Centre. The contractor is to ensure that the site security is maintained at all times with no public or detainee



access.

**Ablutions.** The contractor may access staff toilets within the Low Security Correctional Centre, subject to compliance with security requirements.

**Behaviour.** All of the contractor's staff are to act in a professional manner at all times and abide by the rules of the Correctional Centre. Passing of contraband to detainees is an offence punishable through fine or imprisonment.

### **Work Health and Safety**

The Contractor is to ensure that all personnel involved in the works, visitors to the works site and people around (and adjacent to) the work site are kept safe. Measures to manage Work Health and Safety (WHS) are to include:

- **PPE.** Workers are to have personal protective equipment (PPE) appropriate to their tasks including (but not limited to) hearing protection (when operating noisy equipment), safety glasses (mechanical tool operation), gloves, boots and hard hats (when working below other works, and when construction equipment is operating).
- **High Visibility Clothing:** Site personnel are to wear high visibility vests on site.
- **Vehicle Use.** Vehicles in and around the construction site are to be registered and operated by licenced drivers in a safe manner
- **Electricity.** Any work that involves the use of electricity, including temporary power during works, is to be carried out by a suitably trained and certified electrician.
- **Signage.** The WHS measures and warnings are to be well signposted around the site.
- **Noise.** Noise is to be kept to a minimum. Noisy activities are to be conducted between the hours of 9am to 4pm or as otherwise agreed with the Correctional Centre
- **Delineation of the work site.** The contractor is to delineate the worksite by temporary secure fencing and control access onto the site.
- **Drugs and Alcohol.** No smoking, alcohol consumption or consumption of any other drugs is permitted by the contractor or staff whilst on site.

### **Environmental**

Environmental measures for the project are to include:

- All waste is to be removed from site and disposed of as per council requirements.
- No waste is to be burnt on site
- Dust is to be managed and kept to a minimum
- Noise is to be kept to a minimum
- Paints and poisons are to be kept under cover and locked away.
- No fuel or oils/lubricants are to be stored on site.
- All spills are to be cleaned up immediately and any contaminants be transported to the Luganville waste disposal centre (land fill).



### **Handover & Completion**

Upon reaching completion of the project works the contractor is to inform the Project Manager. A joint inspection involving the Project Manager and contractor's representative will be carried out to confirm any outstanding works and/or defects. If the project works comply with the contract drawings, documentation and specification then a Certificate of Completion will be issued. The issue of the Certificate the contractual conditions will be enacted regarding return of guarantees and commencement of Defect Liability Periods and Warranties.



[Enter here template for Schedule of Activities that tenderers will fill in.]

## SUMMARY RECAPITULATON COSTS



## **SECTION 4 TENDER RESPONSE SCHEDULES**

### **TABLE OF CONTENTS**

#### **Schedule**

- 1 Tender Submission Form
- 2 Eligibility and Qualification Information



## RESPONSE TO REQUEST FOR TENDER WORKS

[Tenderer to enter name of Government of Vanuatu Procuring Entity (the “Employer”)]

<b>RFT NUMBER:</b>	[Tenderer to enter tender number, as per Invitation to Tender]
<b>DESCRIPTION:</b>	[Tenderer to enter brief description of requirements, as per Invitation to Tender]
<b>EMPLOYER:</b>	[Tenderer to enter name of Employer, as per Invitation to Tender]
<b>SUBMISSION ADDRESS:</b>	[Tenderer to enter submission address, as per Invitation to Tender]
<b>SUBMISSION DATE &amp; TIME:</b>	[Tenderer to enter date and time, as per Letter of Invitation to Tender]





**TENDER RESPONSE SCHEDULE 1**  
**TENDER SUBMISSION FORM**  
 [To be completed on Tenderer's letterhead]  
 The completed Tender form and attachments together will comprise the Tenderer's offer

**To:**

We agree to be bound by the **General Conditions of Tender, Special Conditions of Tender, General Conditions of Contract, Special Conditions of Contract**, and we hereby offer to perform the Works, in conformity with the Request for Tender (RFT) and in accordance with the Technical Specifications including the Schedule of Activities, for a Total tender price of:

	<b>CURRENCY &amp; AMOUNT</b>	
[Total tender price and currency in words]		[Total tender price in figures]

- This amount is
- Exclusive of VAT and duties
  - Inclusive of VAT and duties

- This amount includes use of detainee labour (refer Annex 2)
- Yes
  - No

We confirm receipt of the Addenda and Variations to the Invitation to Tender listed below:

Addendum	Dated	Date Received

Our Tender shall be valid for the period of time specified in the RFT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. If our Tender is accepted, we commit to obtaining a Performance Security in accordance with the RFT for the due performance of the Contract. Furthermore we warrant that we comply with all the eligibility criteria specified in the RFT.

We have no conflict of interest, and our firm, its affiliates and subsidiaries have not been declared ineligible under the laws of the Republic of VANUATU or in accordance with the RFT.



We further warrant that:

- (i) We are free from insolvency, bankruptcy or similar status;
- (ii) We have the legal capacity to enter into contract;
- (iii) We are current with payment of taxes;
- (iv) We and any director, officer, manager or supervisor of ours has not, within a period of three years preceding the date of issuance of the invitation to tender, been convicted of any criminal offence, whether in VANUATU or elsewhere:
  - a. Relating to professional conduct
  - b. Relating to the making of false statements or misrepresentations as to his eligibility or qualifications to enter into a procurement contract;
  - c. Involving dishonesty;
  - d. Under anti-corruption legislation;
- (v) We have not been suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in Vanuatu or elsewhere.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Supplier:

Address:



**TENDER RESPONSE SCHEDULE 2  
ELIGIBILITY AND QUALIFICATION INFORMATION**

[The Tenderer must complete this schedule and attach any relevant supporting documents]

**1.1 Status of Tenderer:**

Tenderer's Legal Name:	
Country of Registration:	
Address in Country of Registration:	
Year of Registration;	
Business Certificate Number	
VAT Registration Number (if applicable)	
Registration No. in Vanuatu	

**1.2 Annual turnover of Works contracts for the last three completed years**

Year	Total Amount for the Year in VUV or equivalent
Average Annual Construction Turnover for these 3 years	
Current Commitments	

**1.3 Balance Sheet Information and Income Statement for the past financial year (or last 3 financial years if required e.g. international tender) [**

Information from Balance Sheet Amounts in VUV Equivalent			
Years	2017	2018	2019
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Information from income statement Amounts in VUV Equivalent			
Total Revenues	2017	2018	2019
Profits before Tax			
Profits after Tax			



#### 1.4 Access to financial resources

Source of financing	Total amount in VUV equivalent	Amount actually available after taking into account other commitments Amount in VUV equivalent

#### 1.5 Works of a similar nature and volume over the past 3 years (3 examples)

<b>Contract No 1 of 3</b>		
Contract Identification:		
Award Date:		
Completion Date:		
Role in Contract:	[State Contractor, or Subcontractor]	
Brief Description of Work undertaken		
Total Contract Amount in VUV equivalent		
If partner in a JV or subcontractor, specify participation of total contract amount:	Percentage of Total:	
Employer's Name Address Telephone Number Fax Number E-mail address		
<b>Contract No 2 of 3</b>		
Contract Identification:		
Award Date:		
Completion Date:		
Role in Contract:	[State Contractor, or Subcontractor]	
Brief Description of Work undertaken		
Total Contract Amount in VUV		Amount
If partner in a JV or subcontractor, specify participation of total contract amount:	Percentage of Total	



Employer's Name Address Telephone Number Fax Number E-mail address	
<b>Contract No 3 of 3</b>	
Contract Identification:	
Award Date: Completion Date:	
Role in Contract:	[State Contractor, or Subcontractor]
Brief Description of Work undertaken	
Total Contract Amount in VUV equivalent	Amount
If partner in a JV or subcontractor, specify participation of total contract amount:	Percentage of Total
Employer's Name Address Telephone Number Fax Number E-mail address	

### 1.6 Proposed Site Manager and other Key Staff

Name	Role/Responsibility	Qualifications & General experience in Construction (years)	Experience in proposed post (years)
	Site Manager		
[Complete and attach CV for the nominee(s)]			

### 1.7 Contractor's proposed key Plant / Equipment

Description of equipment Brand, model	Age (years) Condition (new, good, poor)	Owned, leased or to be purchased No of units available and location




**1.8 Method Statement and Works Programme**

Proposed Work Method Statement and Construction Programme, giving descriptions, drawings, charts, as necessary, to comply with the requirements of the Employer's Technical Specifications to be attached to this TRS.

**1.9 Statement against Scoring Matrix**

Identify your ability to meet the timeline and how you plan to provide local employment and community benefits.

<p>Ability to meet timeline</p> <ul style="list-style-type: none"> <li>• Practical completion by end 2020</li> </ul>	
<p>Local Employment and Community Benefits</p> <ul style="list-style-type: none"> <li>• Ownership of contractor company</li> <li>• Use of local suppliers</li> <li>• Use of locally sourced labour</li> </ul>	



**1.10 Documentation attached:**

<b>Attached with this TRS are the Originals of the following documents:</b>	<b>Type</b>
Proposed Work Method Statement and Construction Programme	Original
Completed Schedule of Activities	Original
<b>Enclosed with this TRS are copies of the following documents:</b>	
Business Registration Certificate in the Tenderer's country of registration	Copy
Details of name, address, contact data of banks that may provide references if contacted by the Employer.	Copy
Documents proving access to financial resources	Copy
Documents proving the qualifications and experience of the Site Manager	Copy
All relevant insurance policies	Copy
VIPA Registration Certificate (if relevant)	Copy
VAT Registration Certificate	Copy
VFSC Registration Certificate	Copy
VNFP Registration Certificate	Copy
VAT Clearance Letter (Customs and Inland Revenue)	Copy

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Supplier:

Address:





## **SECTION 5 GENERAL CONDITIONS OF CONTRACT**

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## SECTION 5 GENERAL CONDITION OF CONTRACT (GCC)

### 5.1. GENERAL PROVISIONS

(1) The Employer is the Government of Vanuatu Procuring Entity stated in the Contract, represented by the person named in the 'Special Conditions of Contract' (SCC).

(2) The Contractor is the entity stated in the Contract Agreement, represented by the person named in the **SCC**.

(3) The Contract Documents listed in the Contract Agreement represent the entire and integrated Contract between the Employer and the Contractor. The Contract is governed by and shall be construed in accordance with the Laws of the Republic of Vanuatu, and the ruling language of the Contract is English.

(4) All prior negotiations, representations and agreements, both oral and written, are superseded by the Contract. All correspondence and documents relating to the Contract between the parties and their representatives shall be in English.

(5) Neither the Employer nor the Contractor shall assign, in whole or in part, their obligations under the Contract, except with the prior written consent of the other party.

(6) In these Conditions of Contract, unless the context otherwise requires:

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender;

**Construction Supervisor** means the person named in the **SCC** who, on behalf of the Employer, supervises the Construction and certifies the completion of the Works

**Contingency Sum** means a sum specified by the Employer to meet unforeseeable costs likely to be incurred during the contract;

**Contract** means the signed Contract Agreement, and the documentation specified therein, as entered into between the Employer and the Contractor for the provision of the Works;

**Contractor** means the person or organisation stated in the Contract Agreement whose Tender to provide the Works and Services has been accepted by the Employer;

**Contract Price** means the price stated in the Contract;

**Date for Commencement** means the date by which the Contractor shall commence the execution of the Works as defined in the **SCC**;

**Date for Completion** means the date by which the Works are expected be completed as defined in the **SCC**;

**Days** mean calendar days;

**Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and equipment, in addition to payments for associated Materials and Plant;

**Defect** is any part of the Works not completed in accordance with the Contract;

**Defects Liability Certificate** is the certificate issued by the Construction Supervisor upon verification of the completion of notified defects;



**Defects Liability Period** means the period stated in the **SCC** following the issuance of the Practical Completion (“Taking Over”) Certificate, during which the Contractor shall rectify any defects arising as a result of the performance of the Works;

**Drawings** include calculations and other information provided or approved by the Construction Supervisor for the execution of the Contract;

**Employer** means the Government of Vanuatu procuring entity stated in the Contract Agreement;

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works;

**Force Majeure** means an event or situation beyond the control of either party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either party. Such events may include, but not be limited to, wars or revolutions, natural disasters (such as earthquakes, tsunamis, fires, floods etc.), epidemics, quarantine restrictions, and freight embargo;

**In writing** means communicated in written form (e.g. by letter, e-mail or fax);

**Months** mean calendar months;

**Practical Completion (“Taking Over”) Certificate** means the Certificate issued by the Construction Supervisor on acceptance of the works by the Employer and its date of issue is the date from which the Defects Liability Period commences;

**Provisional Sum** means a sum specified by the Employer and included in the contract for the execution of any part of the Works, which sum may be used in whole, or in part, or may not be used at all, on the instructions of the Employer;

**Schedule of Activities** means a breakdown of the Works to be provided and includes the lump sum price of the Works;

**Site** means the place of performance of the Works as specified in the Contract;

**Site Manager** means the person appointed by the Contractor to act as the Contractor's representative on Site during the performance of the Works;

**Specifications** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Construction Supervisor;

**Subcontractor** means any person or organisation that supplies goods, materials or services to the Contractor;

**Variation** is an instruction given by the Employer which varies the Contract;

**Works** means what the Contract requires the Contractor to construct, install and hand over to the Employer.

Clause headings shall not be used in the interpretation of these Conditions.

Words in the singular also include the plural and vice versa when the context so requires.

Words indicating a gender include either gender.

## **5.2. OBLIGATIONS OF THE EMPLOYER**

### **5.2.1. Access to the Site and Payments**

- 1) The Employer will arrange to place the site and access thereto at the disposal of the Contractor as provided for under the Contract.
- 2) The Employer shall pay to the Contractor sums due under the Contract.

### **5.2.2. Construction Supervisor**

(1) The Employer shall appoint a Construction Supervisor, as named in the **SCC**, for the Works and shall provide written notice to the Contractor of such an appointment. The Employer may from time to time replace the Construction Supervisor by giving written notice to the Contractor of such replacement.

(2) The duties and powers of the Construction Supervisor are to:



- (a) Issue written instructions which the Contractor shall carry out without delay, notwithstanding the provisions of Clause 5.8. Such instructions may include, but are not limited to, those which in the opinion of the Construction Supervisor may be necessary to resolve ambiguities or discrepancies in the various documents forming the Contract. If instructions are given orally they shall within 7 days be confirmed in writing;
- (b) Issue instructions as to the expenditure of the provisional sum, if any. The Construction Supervisor on a fair and reasonable basis shall value any costs arising out of such instruction;
- (c) Supply details of lines, levels and/or reference points to enable the Contractor to set out the works;
- (d) Order the removal or the rectification of defects; and/or
- (e) Instruct the Contractor to delay the start of or the progress of any activity on the Works Programme (refer to Clause 5.4.4). Any claims or costs that may arise out of such an instruction shall be forwarded by the Contractor to the Construction Supervisor and shall include therein details and supporting documentary evidence. The claim(s) shall be submitted within 7 days from the date of the instruction. The Construction Supervisor shall evaluate and determine the appropriate form of the compensation for the delay, so as to advise the Contractor within 14 days and forward a copy of the advice to the Employer. However, the Construction Supervisor shall prior to the issue of the instructions under this Clause obtain approval from the Employer.
- (f) Any other duties and powers assigned to the Construction Supervisor, in addition to the above, are stated in the **SCC**.

(3) The Construction Supervisor may appoint a Representative to supervise the Contract and delegate any or all of the duties and powers of the Construction Supervisor to that Representative. If such an appointment is made the Construction Supervisor shall provide written notice to the Contractor and the Employer and specify the duties and powers that are delegated to the Construction Supervisor's Representative.

(4) The Construction Supervisor may require the instant dismissal from the Works of any agent, foreman or other person employed on the Works, or in connection with the Works, whether employed by the Contractor or not, where in the reasonable view of the Construction Supervisor that person breached any regulation or obligation in connection with the Works or applicable at the Site, or in connection with other persons involved with the works, or is negligent, or incompetent, or behaves in any other way inappropriate. The Contractor shall immediately comply with, or ensure immediate compliance with, such requirement for dismissal, and the Contractor shall not again employ a person so dismissed on or in connection with the Works.

### **5.3. OBLIGATIONS OF THE CONTRACTOR**

#### **5.3.1. General Obligations**

(1) The Works to be performed shall be as specified in the Drawings and Specifications and the Contractor with due diligence and in a good workmanlike manner shall carry out and complete the Works to the reasonable satisfaction of the Construction Supervisor.



(2) The Contractor shall check and verify dimensions on Drawings on Site before proceeding with the Works, and shall bring any ambiguities in the Drawings and Specifications to the attention of the Construction Supervisor for clarification.

(3) The Contractor shall comply with all notices required by statute, statutory instrument, rule, order, regulation, or by-law applicable to the Works and shall pay all fees and charges in connection therewith.

(4) The Contractor shall at all times keep upon the Site a Site Manager acceptable to the Construction Supervisor, to supervise and direct the performance of the Works.

(5) The Contractor shall allow the Construction Supervisor and any person authorised by the Construction Supervisor access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

(6) The Contractor shall carry out all instructions of the Construction Supervisor which comply with the applicable laws of the Republic of Vanuatu.

(7) The Contractor is responsible for acts and omissions of all employees of the Contractor and other persons performing portions of the Work under contract with the Contractor.

(8) The Contractor shall not subcontract any part of the Works without the written consent of the Construction Supervisor. If requested, the Construction Supervisor shall not unreasonably withhold such consent.

### **5.3.2. Sufficiency of Tender Prices**

(1) The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself as to the nature of the ground and the subsoil before submitting his tender. He shall also be deemed to have taken into account the form and nature of the site, the extent and nature of the work and materials necessary for the completion of the works, the means of communication with and access to the site, the accommodation he may require and in general to have obtained for himself all necessary information as to the risks, contingencies and any other circumstances influencing or affecting his tender.

(2) The Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the tender and of the rates and prices stated in the Bill of Quantities or Schedule of Activities, which shall cover all his obligations under the contract.

(3) Since the Contractor is deemed to have determined his prices on the basis of his own calculations, operations and estimates, he shall, at no additional charge, carry out any work that is the subject of any item whatsoever in his tender for which he indicates neither a unit price nor a lump sum.

### **5.3.3. Safety, Health and Welfare and Environment**

(1) The Contractor shall be responsible for all activities on the Site and shall comply with all relevant provisions of the laws of the Republic of Vanuatu.

### **5.3.4. Copyright**

(1) The intellectual property and copyright (IP) in all drawings, documents and other materials containing data and information furnished to the Employer by the



Contractor shall remain vested in the Contractor, or, if they are furnished to the Employer directly or through the Contractor by any third party, including Suppliers of materials, the copyright in such materials shall remain vested in such third party save insofar as the Contractor shall grant to the Employer a world-wide, non-exclusive, irrevocable and royalty-free licence to use the IP to give effect to the provisions of this agreement.

#### **5.4. PERFORMANCE OF THE WORKS**

##### **5.4.1. Site of the Works, Date for Commencement and Completion**

(1) The Site of the Works, Expected Site Possession Date, Date for Commencement and Date for Completion are provided in the **SCC**, unless the dates are otherwise agreed in writing with the Construction Supervisor. However, the Contractor cannot take possession of the Site until the Contractor has provided copies of the relevant Insurance policies to the Construction Supervisor.

(2) If it becomes apparent that the Works will not be completed within the Time for Completion for reasons beyond the control and without fault of the Contractor, the Contractor shall so notify the Construction Supervisor who shall extend the Time for Completion by a period reasonably supported by detailed particulars provided by the Contractor.

(3) Every delay in the completion of the Works that is not caused by the Contractor shall not constitute non-compliance with this Contract by the Contractor.

##### **5.4.2. Adverse Weather Conditions**

(1) In the event that unforeseeable adverse weather conditions affect the Contractual Works Programme, the Contractor may require an extension of time and, in such an event, shall notify the Construction Supervisor who shall extend the Date for Completion by a period determined by him/her without additional costs accruing to the Contract, provided the Contractor has supportive documentary evidence to substantiate that the inclement weather conditions prevailing at the time are worse than the average conditions normally prevailing in that locality and are, therefore, deemed to be unforeseeable.

##### **5.4.3. Working Hours**

(1) The working hours shall be 07:30 Hours to 16:30 Hours with a break of one (1) hour around mid-day for weekdays and 07:30 Hours to 12:00 Hours (noon) on Saturdays. No work shall be carried out outside these working hours unless a written request has been submitted and approval given in writing by the Construction Supervisor, whose consent shall not be unreasonably withheld.

##### **5.4.4. Contractual Works Programme and Communications**

(1) Within 14 days of signing the contract the Contractor shall update the proposed Work Programme, including a revised methods statement (as included in the tender), and this will constitute the first Contractual Works Programme

(2) The Contractual Works Programme shall be revised, as required by the Construction Supervisor, showing the modifications to such programme necessary to ensure completion of the Works within the Time for Completion.





(3) Communications between parties that are referred to in these Conditions shall be effective only when made in writing, and only when having been delivered and acknowledged in writing between one party and the other.

#### **5.4.5. Contractor's Risks**

(1) From the Time of Commencement until the Time of Completion the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, materials and equipment) which are not the Employer Risks are Contractor's Risks.

#### **5.4.6. Protection of Works and Property**

(1) The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein, take reasonable precautions for safety and protection to prevent damage, injury or loss to:

- (a) Employees of the work site and other persons who may be affected;
- (b) The Works and materials to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any sub-contractor of the Contractor;
- (c) Other property at or adjacent to the site including but not limited to trees, shrubs, lawns, walkways, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the construction.

(2) Any damage caused to existing buildings, structures, services, roads and other site features shall be made good at the sole expense of the Contractor.

### **5.5. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

#### **5.5.1. Indemnification**

(1) The Contractor shall keep the Employer and employees or agents of the Employer indemnified against any legal liability, loss, claim, action or proceeding for personal injury to or death of any person or damage to any property arising from the carrying out of the Works (except loss or damage caused by any negligent act, omission or default of the Employer or employees or agents of the Employer) and from any costs and expenses that may be incurred in connection with any such loss, claim, action or proceeding.

(2) The Contractor shall indemnify the Employer at all times against any compensation paid or any action, claim, demand or expense arising from or incurred by reason of the existence of any patent, design, trademark or copyright or other protected right in respect of any machine, plant, work material or thing, system or method of using, fixing, working or arrangement, used or fixed or supplied by the Contractor in connection with carrying out the Works.

#### **5.5.2. Insurances**

(1) The Contractor shall provide, in the joint names of the Employer and the Contractor, such insurances as are necessary to cover the liability of the Contractor and subcontractor(s) in respect of (a) personal injuries or deaths and damage to real or personal property arising out of or in the course of the carryout of the Works; (b) all unfixed materials and goods intended for the Works, delivered to, or placed on or adjacent to the Works and intended for the Works, and for an amount not less than the full Contract value and against all risks or physical loss or damage.





(2) The Contractor shall not cancel, cause to be cancelled, or alter the terms and conditions of any insurance policy covering this Contract without the express permission of the Employer.

### **5.5.3. Amounts and Evidence of Cover**

(1) Such indemnification and insurances shall be in the type and amounts specified in the **SCC**, shall cover the period from the Date for Commencement to the end of the Defects Liability Period and shall be effected within fourteen (14) days of the date of contract signature, and in terms approved by the Employer.

(2) Prior to commencement of the Works, the Contractor, and any subcontractor, shall produce such evidence as the Construction Supervisor may reasonably require that the indemnification and insurances referred to in this Clause have been taken out and are in force for the duration required under the Contract.

(3) If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

## **5.6. MATERIALS AND WORKMANSHIP**

### **5.6.1 Conforming to Contract**

All materials used in the Works and the standards of workmanship shall conform to the provisions of the Contract. In the absence of such provisions, materials and standards of workmanship shall be of a kind that is suitable for their purpose and consistent with the nature and character of the Works. Any material not otherwise specified shall be new and, where applicable, material and workmanship shall be to the satisfaction of the Construction Supervisor. If the Construction Supervisor is of the opinion that any materials or the work or any part thereof, whether fixed or not, is unsatisfactory he may direct its replacement, removal or correction at the Contractor's expense.

### **5.6.2. Proprietary Items**

Unless specifically stated to the contrary, it is not intended to give any preference to the manufacturer or brand mentioned wherever a proprietary item is specified. If the Contractor proposes to use a substitute proprietary item, he must provide full details of the item proposed to the Construction Supervisor for approval and the Construction Supervisor shall decide whether or not the proposed substitute may be used. If approved, the substitution shall be recorded in writing by the Construction Supervisor, and the substitution shall only be used after the Contractor has received such written approval.

### **5.6.3. Storage of Material**

The Contractor's materials and plant shall only be stored in the location approved by the Construction Supervisor. If no storage facilities are available it shall be the responsibility of the Contractor to provide storage facilities.

### **5.6.4. Access to Works and Materials**

(1) The Construction Supervisor or any other person authorised by him, shall have free and uninterrupted access at all times to the Works and during working hours to



any workshop or premises not on the site of the Works where materials may be in preparation or stored for the purpose of the Contract.

(2) The Contractor, if so required by the Construction Supervisor, shall give the Construction Supervisor all particulars as to the mode and place of manufacture of any of the materials proposed to be used in connection with the Contract and shall facilitate inspection of the materials.

#### **5.6.5. Defects and Tests**

(1) The Construction Supervisor shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Construction Supervisor may instruct the Contractor to search for a Defect and to uncover and test any work that the Construction Supervisor considers may have a Defect.

(2) If the Construction Supervisor instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the cost of testing will be compensated by the Employer to the Contractor.

(3) The Construction Supervisor shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at the date of the issue of the Practical Completion ("Taking Over") Certificate, and is defined in the **SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

(4) Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Construction Supervisor's notice. If the Contractor has not corrected a Defect within the time specified in the Construction Supervisor's notice, the Construction Supervisor will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

### **5.7. COMPLETION AND CERTIFICATES**

#### **5.7.1. Practical Completion ("Taking Over") Certificate**

(1) When, in the opinion of the Contractor, the whole of the Works have been substantially completed and have satisfactorily passed any tests on completion prescribed by the Contract, he shall request the Construction Supervisor to issue a Practical Completion ("Taking Over") Certificate in the format provided.

- (a) The Construction Supervisor shall within 14 days of the date of such request, issue to the Contractor, with a copy to the Employer, a Practical Completion ("Taking Over") Certificate, stating the date on which, in his opinion the Works were substantially completed in accordance with the Contract; or
- (b) The Construction Supervisor shall within 14 days of the date of such request, reject the application, giving reasons and specifying the work to be done in order for a Practical Completion ("Taking Over") Certificate to be issued; or
- (c) If the Construction Supervisor fails either to issue the Practical Completion ("Taking Over") Certificate or to reject the Contractor's request within a period of twenty eight (28) days of the date of such request, and if the Works are substantially complete in accordance with



the Contract, the Practical Completion (“Taking Over”) Certificate shall be deemed to have been issued on the last day of that period.

- (2) Upon the issue of the Practical Completion (“Taking Over”) Certificate 50% of the Retention money shall be certified by the Construction Supervisor for payment by the Employer to the Contractor;
- (3) The Construction Supervisor may, at the request of the Contracting Authority or Contractor and if the nature of the works so permits proceed with partial taking over, provided that the structures, parts of structures or sections of the works are completed and suited to the use as described in the contract. In the cases of partial taking over, the defects liability period for the works taken over shall, unless the **SCC** provide otherwise, run from the date of such partial taking over.

#### **5.7.2. Defects Liability Certificate**

- (1) Any defects which appear within the Defects Liability Period stated in the **SCC** after the date of substantial completion of the Works (as recorded in the Practical Completion (“Taking Over”) Certificate) shall be made good by the Contractor entirely at his own cost.
- (2) The Defects Liability Certificate shall be issued by the Construction Supervisor once the Defects Liability Period has been completed and all defects that have been notified to the Contractor have been rectified.
- (3) The Contract shall not be considered as completed until a Defects Liability Certificate has been signed and issued by the Construction Supervisor to the Employer, with a copy to the Contractor, stating the date when the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects to such work to the satisfaction of the Construction Supervisor.
- (4) Upon issuance of the Defects Liability Certificate and no later than the Final Payment Certificate, the Construction Supervisor shall certify the remaining fifty (50) percent of the Retention money for payment by the Employer to the Contractor.

#### **5.8. VARIATION ORDERS**

- (1) The Construction Supervisor may prepare a Variation Order making changes to the Works, specifications, timing and/or cost of the Contract and submit it to the Employer, with a brief justification for the variation, for approval to issue the Variation Order.
- (2) The Contractor may submit a written proposal to the Construction Supervisor requesting a variation in the Works. The proposal shall include a reasonable estimate of the time and/or cost of the variation, as well as a brief justification for the variation. If the Construction Supervisor agrees to the proposal he shall submit it to the Employer for approval to issue a Variation Order.
- (3) After receiving approval from the Employer, the Construction Supervisor shall issue the Variation Order to the Contractor within 3 days. By signing and returning a copy of the Variation Order the Contractor agrees to the terms and conditions of the Variation Order.



(4) The Contractor shall, in writing and within 7 days of receiving the Variation Order, notify the Construction Supervisor of any disagreement with the Variation Order. Any disagreement shall be settled in accordance with Clause 5.14.

## **5.9. TERMS OF PAYMENT**

### **5.9.1. Contract Price**

(1) Unit Costs / Lump Sum charged by the Contractor for the Works performed under the Contract shall not vary from the Unit Costs / Lump Sum offered by the Contractor in its Tender. The total payments to be made against the Contract shall not exceed the Contract Price stated in the Contract Agreement, except for changes made to the Contract as provided for in Clause 5.8.

(2) The Rates in the Schedule of Activities shall not be subject to adjustment during the Contract to take into account any change in cost to the Contractor of any plant, equipment, materials, service, labour or any other thing necessary for the completion of the Works.

### **5.9.2. Provisional Sum**

The Contractor shall be entitled only to such amounts in respect of the work to which the Provisional Sum relates as the Employer shall determine.

### **5.9.3. Advance Payment**

(1) If specified in the **SCC**, the Employer will make an advance payment to the Contractor in the percentage stated in the **SCC** against submission of an unconditional Bank Guarantee for the full value of the advance, in the format provided.

(2) The advance payment shall be repaid by deducting amounts as specified in the **SCC** from payments otherwise due to the Contractor. The total advance payment to be recovered during the period of the Contract.

### **5.9.4. Interim Payments**

(1) The Contractor shall submit, at the intervals stated in the **SCC**, an Interim Payment Statement to the Construction Supervisor, in the form approved by the Construction Supervisor, showing:

- (a) The value of the Works executed on the Site, including any materials and goods delivered to the Site for incorporation in the Works, for the period covered by the Statement;
- (b) Any other sums to which the Contractor considers himself to be entitled under the Contract (if applicable);
- (c) Less the total of interim progress payments made by the Employer;
- (d) Less the amount to be deducted for Retention, at the rate stated in Clause 5.9.6;
- (e) Less the amount, if any, to be recovered from the Contractor due to an advance payment having been made to the Contractor.

(2) The Construction Supervisor shall satisfy himself that the Works accomplished for the respective period have been completed without defects in pursuance of the Contract, and any statutory Acts regulating construction Works in Vanuatu, and within 7 days shall certify the interim payment which he considers due and payable to the Contractor in respect of the above mentioned items. The Employer shall pay to



the Contractor the amount so certified within 30 days of the date of the Payment Certificate issued by the Construction Supervisor. The basis for calculation of payments shall be that specified in the Schedule of Activities

(3) When defects are detected in the Works accomplished for the respective period they shall be priced and their cost shall be retained from the amount due for that period. If the defects are not completed by the time of submission of the next Interim Payment Statement the costs shall be retained until the completion of the defects and the issuance of the Practical Completion ("Taking Over") Certificate.

#### **5.9.5. Final Payment**

(1) Within 30 days of issuance of the Defects Liability Certificate, the Contractor shall submit a Final Payment Statement to the Construction Supervisor, in the form approved by the Construction Supervisor, showing:

- (a) The value of all the work done in accordance with the Contract;
- (b) Any further sums which the Contractor considers to be due to him under the Contract (if applicable);
- (c) Less any sums due to the Employer under the provisions of Clause 5.12 – Liquidated Damages;
- (d) Less the amount to be deducted for Retention, at the rate stated in Clause 5.9.6;
- (e) Less the total of all interim payments received under the Contract and any sums that might be due from the Contractor to the Employer.

The basis for calculation of the value of the work done shall be that specified in the Schedule of Activities

(2) Provided the Contractor shall have provided all documents reasonable necessary for the computation of the amount to be certified, the Construction Supervisor shall within 30 days of receiving the Contractor's Final Payment Statement, issue a Final Payment Certificate certifying the amount due to the Contractor or to the Employer, as the case may be, and such sums shall be a debt payable within 30 days of the date of the Final Payment Certificate.

(3) In the event that the Contractor fails or neglects to submit a Final Payment Statement, the Construction Supervisor may nevertheless issue a Final Payment Certificate provided he has sufficient information to calculate the value of such Certificate.

(4) The Employer shall within 30 days from the date of the Final Payment Certificate pay to the Contractor the amount due to the Contractor.

(5) If on the Final Payment Certificate a payment is due to the Employer the Contractor shall within 30 days from the date of the Final Payment Certificate pay the Employer that amount due.

(7) The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Payment Statement.

#### **5.9.6. Payment Retention and Release**

(1) In order to take into account any list of outstanding Works at the time of taking over of the Works and the obligation of the Contractor to complete the proper



execution of the Works a Payment Retention of 10% shall be deducted from the payments due to the Contractor with respect to each interim payment and the final payment of the Contract.

(2) 50% of the sum retained shall be paid by the Employer to the Contractor within 30 days following the issue of the Practical Completion ("Taking Over") Certificate.

(3) The substitution of the Payment Retention by a Bank guarantee or security bond may be provided by the Contractor on the date of issue of the Practical Completion ("Taking Over") Certificate. The remaining 50% shall be released within 30 days upon the issue of the Final Payment Certificate.

#### **5.10. PAYMENTS ON TERMINATION**

(1) Upon termination of the Contract, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed adjusted by the following:

- (a) Any sums to which the Contractor is entitled under this Clause; and
- (b) Any sums to which the Employer is entitled.

##### **5.10.1. Taxes and Duties**

(1) Refer to the **SCC**.

#### **5.11. PERFORMANCE SECURITY**

(1) The proceeds of the Performance Security provided by the Contractor shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

(2) The Performance Security shall be discharged by the Employer and returned to the Contractor not later than 30 days following the date of Completion of the Contractor's obligations under the Contract, including any defects liability obligations.

#### **5.12. LIQUIDATED DAMAGES**

(1) Liquidated damages as applicable are as stated in the **SCC**.

#### **5.13. TERMINATION AND SUSPENSION**

##### **5.13.1. Termination for Default**

(1) The Employer may, without prejudice to any other remedy for breach of Contract or written notice of default sent to the Contractor, terminate the Contract in whole or in part if the Contractor:

- (a) Abandons the works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay; or
- (b) Persistently or repeatedly refuses or fails to supply sufficient properly skilled workers or proper materials; or
- (c) Persistently disregards laws, ordinance, or rules, regulations or orders, of a public authority having jurisdiction; or
- (d) Otherwise is guilty of substantial breach of a provision of the Contract; or
- (e) Has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in executing the Contract. Termination for Insolvency

(2) The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, the Contractor shall be compensated for the Works completed and materials supplied up to the date of termination only, provided that such termination will not prejudice or





affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

#### **5.13.2. Termination for Convenience**

(1) The Employer may, without cause, by written notice order the Contractor to terminate its engagement under the Contract. Upon such termination, the Contractor shall be paid for the Work performed up to the date of termination, provided that any such uncompleted Works were not late or otherwise overdue for completion at the date of termination. The Contractor shall promptly make every reasonable effort to procure cancellation upon terms acceptable to the Employer of all outstanding subcontracts.

#### **5.13.3. Termination by the Contractor**

(1) In the event the Employer fails to comply with the requirements under Clause 5.9.3 and 5.9.4 within a period of 30 days after the payments became due, the Contractor may after a further 7 days serve a notice to the Employer to terminate this Contract and any costs shall be determined in accordance with the provisions of Clause 5.9.4.

#### **5.13.4. Property**

(1) All materials, plant, equipment on the Site, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

#### **5.13.5. Suspension of Funding**

(1) In the event that funding from which part of the payments to the Contractor are being made is suspended the Employer is obliged to notify the Contractor of such suspension within 7 days of having received advice of the suspension of funding.

#### **5.13.6. Suspension of the Works**

(1) In the event that the Works are suspended due to circumstances beyond the control of the Employer or the Contractor, the Employer shall after due consultation with the Contractor, determine any extension of time to which the Contractor is entitled and the amount that shall be added to the Contract Price (if any) under Clause 5.8. The Contractor shall make all reasonable effort to find alternative arrangements for plant that is idle due to the suspension of Works.

### **5.14. DISPUTES AND SETTLEMENT**

#### **5.14.1. Negotiated Settlement**

(1) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to negotiate all disputes arising out of, or in connection, with this Contract or its interpretation. Failing successful negotiation the courts in Vanuatu will settle any disputes in line with the laws of the Republic of Vanuatu.

### **5.15. FORCE MAJEURE**

#### **5.15.1. No Breach of Contract**

(1) The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as the inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.





#### **5.15.2. Extension of Time**

(1) Any period within which a Party shall, pursuant to this Contract, complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **5.15.3. Payments**

(1) During the period of its inability to complete the Works as a result of an event of Force Majeure the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Contract and in reactivating the Contract after the end of such period.

#### **5.16. INTEGRITY/ PROBITY**

(1) Neither the Contractor, nor any Representative of the Contractor will engage in fraud, corruption, collusion, coercion and/or obstructive practises in competing for, or in executing the contract. Should the Contractor, or any Representative of the Contractor engage in the above, they could face any, or all, of the following sanctions:

- (a) Immediate termination of contract (refer Termination and Suspension above);
- (b) Liability for damages to the Government of Vanuatu and other competing bidders;
- (c) Debarment (blacklisting) for five years from engaging in any further contract with the Government of Vanuatu; and
- (d) Public Prosecution under the Penal Code Act.

(2) The Contractor, or any Representative of the Contractor, shall immediately report to the Police, Public Prosecutor and Chairman of the Public Service Commission any attempt by the Employer, or the Employer's Representative, to demand bribes or gifts in relation to this contract.



## SECTION 6 SPECIAL CONDITIONS OF CONTRACT

These Special Conditions (SCC) of Contract supplement and/or amend the General Conditions of Contract. The SCC will be updated and included in the Contract Documents when these are prepared for issue to the successful Tenderer.

GCC Ref.	Heading	Description
5.1 (1)	Employer's Representative	The Employer is represented by: Jask Carlo Manager, Corporate Services Department of Correctional Services <a href="mailto:jcarlo@vanuatu.gov.vu">jcarlo@vanuatu.gov.vu</a> 33230
5.1 (2)	Contractor's Representative	The Contractor is represented by: [EMPLOYER to enter name of person] [EMPLOYER to enter contact address] Tel: [EMPLOYER to enter telephone number] Fax: [EMPLOYER to enter fax number] Email: [EMPLOYER to enter e-mail address]
5.1(6) 5.2.2(1)	Construction Supervisor	The Construction Supervisor appointed by the Employer to supervise the construction and certify completion is: [EMPLOYER to enter name of person] [EMPLOYER to enter contact address] Tel: [EMPLOYER to enter telephone number] Fax: [EMPLOYER to enter fax number] Email: [EMPLOYER to enter e-mail address]
5.1(6) 5.4.1(1)	Date for Commencement	<b>1 July 2020 or as agreed</b>
5.1(6) 5.4.1(1)	Date for Completion	<b>End December 2020</b>
5.1 (6), 5.6.5 (3) & 5.7.2 (1)	Defects Liability Period	The Defect Liability Period shall be 6 months from the issue of the Practical Completion ("Taking Over") Certificate.
5.2.2(2)(f)	Other duties and powers assigned to the Construction Supervisor	The other powers and duties assigned to the Construction Supervisor under this contract are as per the Terms of Reference of Construction Supervisor.
5.4.1 (1)	Site of the Works	The exact location of the Site is: Top corner of Luganville Correctional Centre
5.4.1 (1)	Expected Site Possession Date	1 July 2020
5.5.3 (1)	Insurances	Workers Compensation General Liability Insurance for Construction Public Liability Insurance



GCC Ref.	Heading	Description
5.7.1 (3)	Partial Practical Completion (“Taking Over”) Certificates	Partial Practical Completion (“Taking Over”) Certificates are permitted, in accordance with Clause 5.7.1 (3)
5.9.3 (1)	Advance Payment	<p>The Amount of the Advance Payment will not exceed 10 % of the Contract price.</p> <p>In order to obtain an Advance Payment, the Contractor must forward to the Supervisor the payment request and the Performance Security in accordance with Article 1.15. If an Advance Payment is requested and this payment exceeds Vt.5,000,000 the Contractor must provide a financial guarantee for the full amount of the Advance payment.</p> <p>The repayment of the Advance Payment shall take the form of deductions based on the claims.</p> <p>The flat-rate advance payment (maximum of 20%) shall be repaid by means of deductions from the instalments and, if necessary, the balance due to the Contractor. This repayment shall begin with the first instalment and be completed, at the very latest, by the time 80% of the amount of the contract has been paid.</p> <p>Repayment shall be made in the same currency as the advance. The amount to be deducted from each instalment shall be calculated using the following formula:</p> $R = \frac{Va \times D}{Vt \times 0.8}$ <p>where:  R = the amount to be repaid  Va = the total amount of the advance  Vt = the initial contract amount  D = the amount of the instalment.  The result is rounded up to two decimal places.</p>
5.9.4 (1)	Interim Payment Statements	The Contractor shall submit Interim Payments Statements as per Clause 5.9.4: at the completion of major components outlined in Schedule 3.
5.10.1	Taxes and Duties	VAT inclusive
5.12.1	Liquidated Damages	0.01% of contract amount per day beyond agreed Completion Date (subject to any



GCC Ref.	Heading	Description
		variations executed).  The limit for liquidated damages for delay shall have a maximum amount of 10% of the contract price or, if the contract is subdivided into phases, 10% of the price of the phase concerned.



## SECTION 7 FORMS

Sample forms are attached for use as applicable:

FORM 2 PERFORMANCE SECURITY (BANK GUARANTEE)

FORM 3 ADVANCE PAYMENT SECURITY (BANK GUARANTEE)

FORM 4 CONTRACT AGREEMENT

FORM 5 PRACTICAL COMPLETION ("TAKING OVER") CERTIFICATE

FORM 6 DEFECTS LIABILITY CERTIFICATE



**Form 2 - Performance Security (Bank Guarantee)**

[To be provided on headed notepaper of the bank issuing the guarantee]

**To:**

**Beneficiary:** [Enter beneficiary]

**Date:** [Enter date]

**PERFORMANCE SECURITY No.:** [Enter Guarantee Number]

We have been informed that [Enter name of the Contractor] (“the Contractor”) was awarded a Contract for the Execution of [Enter name of contract and brief description of Works] (“the Contract”), as a result of RFT Works No. [Enter number].

Furthermore, we understand that, according to the conditions of the Tender, a Performance Guarantee is required.

At the request of the Contractor, we [Enter name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Enter name of the currency and amount in figures] [Enter name of currency and amount in words]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than [Enter date]<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this guarantee for a period not to exceed [Enter number in words] months, in response to your written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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[Seal of Bank and Signature(s)]

Note:

Insert the amount representing 10% of the Contract Price and denominated in the currency (ies) of the Contract, or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expiry of the defects liability obligations, as provided for under the Tender Document / Contract. The Beneficiary should note that in the event of an extension of the time for completion of the Contract (and therefore of the Defects Liability Period), the Beneficiary will need to request an extension of this guarantee from the Bank, accordingly. Such request must be in writing and must be made prior to the expiration date established in the guarantee.



**FORM 3 - Advance Payment Security (Bank Guarantee)**

[To be provided on headed notepaper of the bank issuing the guarantee]

**To:**

**Beneficiary:** [Enter beneficiary]

**Date:** [Enter date]

**ADVANCE PAYMENT GUARANTEE No.:** [Enter Guarantee Number]

We have been informed that [Name of the Contractor] ('the Contractor') has entered into Contract No. [Enter Contract Number] dated [enter date] with you, for the Execution of [Enter description of Works] ('the Contract').

Furthermore, we understand that, according to the Terms and Conditions of the Contract, an advance payment in the sum of [Enter name of currency and amount in figures and words]<sup>1</sup> is to be made against an advance payment guarantee.

At the request of the Contractor, we [Enter name and address of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Enter name of the currency and amount in figures and in words]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligations under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor in its account number [enter Contractor's account number] at [Enter name and address of the Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as stated in copies of submitted invoices which shall be presented to us. This guarantee shall remain valid and in full effect from the date the advance payment is received by the Contractor in its bank account until [Insert date]<sup>2</sup>. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. We agree to a one-time extension of this guarantee for a period not to exceed [insert number] months, in response to the Beneficiary's written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
[Seal of Bank and Signature(s)]

**Notes:**

<sup>1</sup> Insert the amount representing the amount of the advance payment, and denominated in the currency (ies) of the Contract, or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date stipulated in the Contract for completion of works..





## FORM 5 - Contract Agreement

<b>Contract No:</b>	
<b>Brief Description:</b>	

This Contract is made the day of [Enter date] by and between [Enter name and address of Employer] (the 'Employer') on the one part and [Enter name and address of Contractor] (the 'Contractor') on the other part;

Whereas the Employer has accepted the Tender of the Contractor [enter reference number and date] for the execution of such Works in the sum of: [Employer to enter currency and amount in words and figures]

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The documents constituting the Contract are as shown below in order of precedence and shall be deemed to form and be read as part of this Agreement.

- (a) This Contract Agreement
- (b) The Special Conditions of Contract
- (c) The General Conditions of Contract
- (d) Technical Specifications, Bill of Quantities
- (e) The Contractors Tender and Response Schedules
- (f) Other documents [EMPLOYER to enter as required];

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete such Works in conformity in all respects with the provisions of the Contract.

The Employer hereby agrees to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS of the aforesaid, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of Vanuatu.

For the Employer		For the Contractor	
<b>Signature:</b>		<b>Signature:</b>	
<b>Date:</b>		<b>Date:</b>	



**FORM 5 – Practical Completion (“Taking Over”) Certificate**

<b>CONTRACT No.:</b>	
<b>CONTRACT TITLE/ DESCRIPTION:</b>	
<b>CONTRACTOR:</b>	
<b>LOCATION OF WORKS:</b>	
<b>CONTRACT START DATE:</b>	
<b>CONTRACT COMPLETION DATE:</b>	
<b>TOTAL COST OF WORKS</b>	

**DESCRIPTION OF WORKS COVERED BY THIS CERTIFICATE**

1.	

In accordance with the provisions set forth in the Contract Agreement and on the basis of the verification/inspection of completion of the works undertaken by the Employer’s Representative on **[Enter date of inspection]**, we hereby certify that the Contractor has satisfactorily and fully completed the scope of works **[Employer to enter, including variations, if any]** as called for in the Contract Agreement, in accordance with the Schedule of Requirements and associated Construction Schedule, approved plans and technical specifications, and the Price Schedule (whether based on unit prices or lump sum).

The defects liability period commences from the date of Practical Completion and shall remain in effect for **[Employer to enter defects liability period]** thereafter.

**SCHEDULE OF DEFECTS AND/OR OUTSTANDING WORKS AT DATE OF ISSUE OF NOTICE**

<b>LOCATION</b>	<b>DESCRIPTION</b>

This Certificate likewise provides approval for the release of 50% of the Retention due to the Contractor in accordance with the terms and conditions of the Contract.

Practical Completion Date:	Date of Issuance of this Certificate:
For and on behalf of: <b>[Employer to enter]</b>	Confirming Acceptance for and on behalf of: <b>[Contractor]</b>
By: <b>[Employer to enter name]</b> <b>[Enter signature]</b>	By: <b>[Contractor to enter name]</b> <b>[Enter signature]</b>



**Form 6 – Defects Liability Certificate**

**Contract No. [EMPLOYER to insert]**

<b>Description of Works</b>	
<b>Location of Works</b>	
<b>Name of Contractor</b>	
<b>Total Cost of Works</b>	
<b>Date Started</b>	
<b>Date Completion of Defects Liability Period</b>	

In accordance with the provisions set forth in the Contract and on the basis of the verification of the completion of notified defects undertaken by the Construction Supervisor on **[insert Date of inspection]**, we hereby certify that the Contractor has satisfactorily and fully completed the Contract as called for in the Contract and in accordance with the Works Programme, approved plans and technical specifications, and any other contractual documents.

This Certificate likewise provides approval for the release of the Performance Security and remaining Retention Monies due to the Contractor in accordance with the terms and conditions of the Contract.

Issued **[Enter date]**.

By:

**[EMPLOYER to enter name]**

Construction Supervisor

**[Enter signature]**

**[EMPLOYER to enter name of recipient who will also sign to confirm acceptance of the works]**

**[Enter signature]**



## ANNEX 1: Scoring Matrix

### Selection Scoring Matrix

The members of the Tender Evaluation Panel will individually score tenders against the following criteria. The tender will be awarded to the tenderer with the highest combined score.

<b>Price</b> <ul style="list-style-type: none"> <li>•The lowest priced tender will score 50/50</li> <li>•The price of other tenders will be scored relative to the lowest priced tender</li> </ul>	50%
<b>Relevant Experience</b> <ul style="list-style-type: none"> <li>•With similar size building projects</li> <li>•Experience of Site Manager &amp; other key staff</li> </ul>	30%
<b>Ability to meet timeline</b> <ul style="list-style-type: none"> <li>•Practical completion by end 2020</li> </ul>	10%
<b>Local Employment and Community Benefits</b> <ul style="list-style-type: none"> <li>•Ownership of contractor company</li> <li>•Use of local suppliers</li> <li>•Use of locally sourced labour</li> </ul>	10%
	100%



## **ANNEX 2: Detainee Labour**

The Department of Correctional Services has a focus on rehabilitation of offenders, so that they do not commit further crime after release. Rehabilitation includes delivery of vocational training in a number of areas including joinery, arts, cooking and agriculture.

The Department is keen that the successful contractor utilises detainee labour from the Luganville Correctional Centre in delivery of this construction project including the earthworks stage and provides training and work experience for suitable detainees.

To be eligible to work under the project detainees will need to be adjudged as being of good character by the Luganville Centre Manager and be classified as low risk. For planning purposes, up to 6 detainees may be available to work on the project every day in two shifts (0730-1030 and 1330- 1630).

It is up to individual contractors to decide if they will utilise this option under the terms outlined below. However, one of the criteria for selection of the successful tenderer is “willingness to utilise & train detainee labour in delivery of project”.

### **Employer’s Responsibility**

- Provision of a register of eligible detainees showing name/ age/ offence/ relevant work experience/ earliest parole release date
- Supervision of detainees in regards escape risk, and liability for any escapes

### **Contractor’s Responsibility**

- Payment to the Employer of an employment allowance of 300VT per day per detainee
- Responsibility for work performance and training of detainee labour
- Acceptance of liability for detainee work performance and detainee workplace health and safety
- Provision of an appropriate training certificate for detainees upon completion of work
- Appointment and termination of detainees in consultation with the Luganville Centre Manager.