Design, Build, Supply, Install, Commission & Training

Packaged Water Treatment Plants, Reservoirs and associated Pipe works for Savusavu and Levuka

Issued on: 20th October, 2016

Tender No.: WAF 16/10/21/PMU/PRPS

Employer: Water Authority of Fiji

Country: Fiji Islands

Proposals Close 2:00pm Friday 18th November 2016
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1 PROJECT BACKGROUND & PURPOSE

The water treatment plants play a key role in ensuring 24/7 quality water supply services to our customers that meets the Fiji National Water Quality Drinking Standards and the WHO standards. In its effort to maintain consistent service delivery to all valued customers with quality approach, WAF would be installing 8 x Package Water treatment plants at different locations with surface raw water and generators to provide backup power supply in case of FEA power outages.

This project is being tendered for Design, Build, Supply, Install, Commission & Training for packaged water treatment plants, reservoirs and associated pipe works for the two locations. These locations are Savusavu and Levuka.

The Water Authority of Fiji (WAF) seeks proposals from competent and suitably qualified companies to conduct this project as per the scope of works specified by WAF in this tender document.
2 INSTRUCTIONS TO PROPOSERS

2.1 Introduction

Water Authority of Fiji (WAF), invites proposals for “Design, Build, Supply, Install, Commission & Training for Packaged Water Treatment Plants, Reservoirs and associated Pipe works for Savusavu (as identified in the site layout under scope of works) and Levuka as identified in the site layout under scope of works”).

Refer to Section 6 for the full Scope of Services

In summary, the works will include, but are not limited to design, build, supply, install, commission and provide training of the following:

- Savusavu water treatment unit package plant
- Levuka water treatment unit package plant

Evaluation of Proposals will be carried out using the Quality and Cost Based Selection method defined in Section 3 of this Request for Proposal

2.2 General Information

For further information on the Tender Process Contact:

Tevita Balenaivalu
Acting Procurement Manager
Email: tevita.balenaivalu@waf.com.fj
Ph: +679 9104019

For further information on the Scope, Basis of Payment & Schedule of Rates & Prices or other general information, contact:

Shomal Narayan
Graduate Engineer
Email: shomal.narayan@waf.com.fj
Ph: +679 9161025

Water Authority of Fiji
Manohan Building,
Cnr of Kings Road & Wainivula Road.
Nasinu
Suva
Fiji Islands
Tel: +6793346777

This Proposal document includes

(i) Instructions to Proposers, Evaluation Criteria and Method of Evaluation
For a joint venture of two or more legal entities


The Proposer shall bear all costs incurred in the preparation and submission of its Proposal, including any visits, interviews, meetings of clarifications and other actions mentioned in or implied by these Instructions. The Employer will not be responsible or liable for such costs, regardless of the conductor outcome of the tendering process.

The Employer reserves the right to withdraw or cancel the request for proposals by notice, at any time and at its own discretion due to any reason, without incurring liability to any Proposer and without the Proposers being entitled to claim any compensation. Such reasons may be, but are not limited to, changes in terms of reference requiring a re-tender, collusion or improper tender practices, extended tender period (after proposals close) that may affect fairness or impartiality, inadequate or unacceptable proposals, or in the event of any other occurrence deemed to have had, or likely to have, a significant impact on the tender process.

Individual meetings or communications (except for requests for clarifications) by the Proposers with the Employer are not allowed.

Proposers may visit the site(s) where the Services are to be performed prior to submitting their proposals, at their own risk and cost, which shall include sole responsibility and liability for any death, personal injury, loss or damage to property and any other losses, costs and expenses.

Access onto private property shall not be allowed without express permission from WAF.

Proposal procedures are subject to the law of the Fiji Islands and the rules applicable hereunder.

No offer, payment, consideration, or benefit of any kind, which constitutes illegal or corrupt practice, shall be made, either directly or indirectly, including bribery of public officials, as an inducement or reward in relation to:

(i) the proposal process,

(ii) the award of the assignment, or

(iii) the implementation of the Agreement.

Any such practice will be grounds for the immediate cancellation of the Agreement and for such additional actions (civil and/or criminal) as may be appropriate. At the discretion of the Water Authority of Fiji, a further consequence of any such practice can be the definite exclusion from any further tendering for Water Authority of Fiji.

2.3 Eligibility of the Proposer

2.3.1 For a joint venture of two or more legal entities to be eligible, the following shall apply:
i. The joint venture shall have nominated a leader with authority to bind the joint venture and this leader shall be authorised to incur liabilities and receive instructions for and on behalf of the joint venture;

ii. Evidence of this authorisation shall be provided with the proposal in the form of a power of attorney signed by legally authorised signatories of all persons in the joint venture;

iii. The Proposal Form, and (if accepted) the Agreement, shall be signed as to be legally binding on the joint venture;

iv. The proposal shall include a copy of the joint venture agreement entered into by all persons;

v. The proposal shall describe the organisational arrangements of the joint venture and how the roles and responsibilities will be divided between its members.

Any entity may be proposed as a prospective sub-consultant by more than one respondent in addition to being either a sole respondent or a participant in one joint venture offer.

Apart from the specific exceptions stated above, no legal person or entity shall participate in the preparation of another’s offer for the same contract.

Joint venture proposals which fail to satisfy the eligibility requirements in this clause or which fail to convince the evaluators that the joint entity will be capable of performing the Services may be rejected.

Any legal entity may only submit one Proposal.

2.3.2 The business enterprise must be currently incorporated or registered as a company (sole proprietorship, partnership, limited partnership, and corporation) and be able to demonstrate that it has been and is offering goods and/or services under the business name for a period of not less than 5 years.

2.3.3 The proposer shall be the Manufacturer of the goods herein tendered. If not, proposers will only be considered if they are authorized agents/distributors of the materials herein tendered.

2.3.4 A proposers shall submit Customer Reference for its previous experiences in supplying the materials identical, or similar to the one herein required. The Customer reference shall be those from the last 5 years. The bidder authorises the Principal to conduct its due diligence, if needed on verification of Customer References.

2.3.5 The bidder shall take all necessary due diligence with regards to inspecting the site and fully account for the extent of service required as per the scope and the corresponding costs that would be finalized and quoted for. Hence, WAF would take this as the final, fixed and conclusive figure.

2.3.6 Where prescribed forms are provided these must be completed with relevant information and furnished with other tender documents accordingly, as part of the tender requirements.
2.3.7 Bidder to note that by tendering, the bidder is taken to have authorized WAF to inspect their Warehouse, office, or other premises and access any information (including financial) it may so require.

2.3.8 Bidder must quote price separately for each item and not on whole lot basis and price should be valid for a period of 36 months from the closing date of tender.

2.3.9 Any additional information required by any bidder may be obtained from the Contact Person.

2.3.10 Bidders must not direct a request for information to, or seek to discuss the Request for Offer process with, any WAF staff other than the WAF Contact Person.

2.3.11 Information provided to bidders by or on behalf of WAF: will be provided for the convenience of the bidder only, and, unless expressly incorporated into the Contract, will not form part of the Contract; and is not warranted or represented by WAF as accurate, correct or adequate.

2.3.12 If WAF makes information available to a bidder, WAF reserves the right to distribute the information to each bidder who has obtained a copy of the Request for Offer from WAF.

2.3.13 Right is reserved to make award to the Bidder whose bid is considered most advantageous to WAF.

2.3.14 Right is reserved to split the award amongst tenders to cater for order on the basis of specified areas thus WAF will not entertain any form of price variation due to the split in awards to successful bidders or to make a collective award to a single supplier.

2.3.15 WAF reserves the right to return goods if wrongly supplied at the suppliers' own expense.

2.3.16 Right is reserved to terminate the services from the successful Bidder in the event of undue delay in delivery or unsatisfactory supplier performance.

2.3.17 For purpose of comparison tender bids, WAF may use the exchange rate applicable on the date of opening of tenders.

2.3.18 The successful Bidder shall, upon request by the Chief Executive Officer or his representative, produce all documents supporting their pricing of the commodities under the tender.

2.3.19 Payment for the suppliers will be made upon satisfactory execution of the order in compliance with the tendered prices, delivery time and fully supply of quantity ordered.

2.3.21 Proposers to submit their bids on their official letterheads, clearly written or typed, signed with all relevant contact details clearly specified. Tender will be regarded as invalid if there is any alteration and use of white ink.

2.3.22 Product brochures and technical literatures pertaining the items shall be submitted together with the tender and to demonstrate as necessary whenever requested to do so.

2.3.23 The proposer shall clearly specify the Warranty period of the Goods supplied under this contract and such period shall be referred to as the Warranty and shall not be any period less than one year. The contractor shall ensure that the listed materials supplied under this
Contract shall operate within specified guaranteed performance levels during the warranty period

2.3.24. All written offers in respect of this tender should reach the Tender Box at the stipulated time and date. Late tender will not be considered

2.3.25. All information submitted will be kept strictly confidential and will be used only for the purposes of the tender award.

2.3.26. Any price increase after the close of tender will not be considered.

2.3.28. All conditions listed herein shall form part of the contract whenever a contract arrangement is drawn up between the successful Bidder and WAF.

2.3.29. The lowest or any tender may not necessarily be accepted.

2.3.30. Bidder/s failing to comply with the above terms and conditions and requirements of the tender may render their offers invalid.

2.3.31. WAF reserves the right to accept or reject any or all offer without assigning any reasons thereof. WAF also reserves the right to cancel the tender wholly or partly without assigning any reasons thereof. WAF shall not entertain any correspondence from bidders in this matter, except for the refund from WAF

2.3.32. WAF’s normal payment terms for the purchase of goods and materials is to pay for goods and materials after they are delivered. For advance payments, WAF will require some guarantee acceptable to WAF such as a bank guarantee

2.4 Proposal Document

The Proposer shall be responsive to the complete Proposal document which comprises the documents listed in Clause 2.2 above and any Addenda/ Notices to the Proposal document which may be issued as described in this Clause 2.4.

At any time prior to the deadline for submission of proposals, the Employer may amend the Proposal Document by issuing addenda / notices

The Proposer must carefully examine the proposal document. Failure to comply with these instructions or with any other tendering requirements will be at the Proposer’s risk and may result in the Proposal being rejected.

If the Proposer finds any discrepancy, error or omission in the Proposal Documents, the Proposer shall notify the Contact Officer immediately, in writing, giving details of the ambiguity, discrepancy, error or omission and in any case before the date and time for closing of Proposals.

If the Proposer requires any clarification of the Proposal document, he/she shall notify the Contact Officer in writing. Requests for clarification must be received not later than 14 days before the Proposal closing date.

The Employer will respond to the notices by issuing addenda/notices.
The text of the question or request for clarification (the authoring Proposer will not be identified) and;

the clarification.

Any addenda/notice issued shall be part of the Proposal Document and shall be communicated in writing to all who have obtained the Proposal Document.

These addenda/notice will also be posted on the WAF website, tender link as follows:


To give prospective Proposers reasonable time in which to take an addendum/notice into account in preparing their proposals, the Employer may, at its discretion, extend the deadline for the submission of proposals.

2.5 Preparation of Proposals

The proposal price shall, except where otherwise provided, allow for all the Proposer’s obligations including all costs, overhead and profit for carrying out and successfully completing the Services in accordance with the Agreement and other documents referenced therein.

The Proposal and all communication between the Proposer and the Employer shall be in English. Supporting documentation may be in another language provided an appropriate translation of all the relevant parts into English is also provided. If such translation is not provided, that information will not be considered in the evaluation.

The Proposal Documents to be submitted by each Proposer shall comprise a technical submission and a price submission as detailed in Clause 2.6.1.

**Technical Proposal**

To enable Proposals to be evaluated the Proposer shall supply information on the following non-price attributes and as further detailed in Section 3.3:

- Relevant Experience and Track Record
- Technical/Personnel Skills
- Methodology
- Management Skills

Failure to supply any of the information required under Section 3.3 may result in the Tender not being evaluated and excluded from any further consideration.

The Technical Tender shall be of A4 size pages of reasonable font size, excluding cover letter (no price information to be included), cover page, contents/index page, schedules, CVs and other supplementary information required.

**Duties, Taxes and Levies**

All duties, taxes, VAT, and other levies applicable for the contract in question payable by the Consultant in relation to the performance of the Agreement, or for any other cause, shall be included in the rates, prices and total Proposal Price submitted by the Proposer, and the
Design, Build, Supply, Install, Commission & Training

Packaged water treatment plants, reservoirs and associated pipe works for Savusavu and Levuka

Evaluation and comparison of Proposals by the Employer shall be made accordingly. The duties, taxes, and other levies shall be those prevailing 28 days prior to the Proposal Submission Deadline.

It is the responsibility of the Proposer to acquaint himself fully with the tax and excise laws in force in Fiji prior to the submission of the Proposal.

Proposers not resident or registered in Fiji for tax purposes or who are procuring sub-consultant services from outside Fiji may be liable to pay Non Resident Withholding Tax (NRWT) on payments they receive under the Agreement. Proposers must ascertain for themselves any such exposure to NRWT prior to submitting their proposals as per the Fiji Revenue and Customs Authority (FRCA) requirements. The FRCA website is http://www.frca.org.fj/withholding-tax/. Proposers will be deemed to have made full allowance for NRWT in their proposed VEP (i.e. VAT exclusive) prices.

For Value Added Tax (VAT) implications, Proposers shall refer to Section 8.1.8

All prices and unit rates quoted in the Schedule of Prices shall be in Fijian Dollars (FJD).

2.6 Submission of Proposals

The Proposer’s proposal must be submitted in two sealed envelopes which shall be sealed inside a third envelope:

Envelope 1 (marked ‘Technical Proposal’) must contain all non-price information as clause 2.6.2 below

Envelope 2 (marked ‘Price Proposal’) must contain all pricing information as clause 2.6.2 below

Both Envelopes should then be submitted inside a third outer envelope clearly marked

Design, Build, Supply, Install, Commission & Training for packaged water treatment plants, reservoirs and associated pipe works for the two locations. These locations are Savusavu and Levuka.

The contents of each envelope shall be:

技术提交

<table>
<thead>
<tr>
<th>Envelope 1</th>
<th>技术提交</th>
<th>Form of Technical Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Technical Proposal (in accordance with 2.5.4) including:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Relevant Experience and Track Record</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Personnel / Technical Skills</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Methodology</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Management</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Schedule 1 – List of Key Personnel including brief CV’s</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Schedule 2A - Schedule of Compliance and departures – non-price</td>
</tr>
</tbody>
</table>

价格提交

<table>
<thead>
<tr>
<th>Envelope 2</th>
<th>价格提交</th>
<th>Form of Price Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Schedules of Rates and Prices</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Schedule 2B - Schedule of Compliance and Departures – Price</td>
</tr>
</tbody>
</table>

Failure to comply with this Section 2.6.2 and where it is considered that an unfair advantage would be gained through any non-compliance, may lead to rejection of the proposal.
Decisions on this matter will be at the sole discretion of the Employer.

Address for Submissions

Chief Executive Officer

Water Authority of Fiji

Manohan Building,

Cnr of Kings Road & Wainivula Road.

Nasinu

Suva, Fiji Islands

The Proposal shall be delivered to the Tender Box at the above address, or uploaded to Tender link in accordance with the relevant instructions, before the closing time, and at the Proposer’s risk

Overseas submissions may also be emailed to waftender@waf.com.fj with the non-price and price information submitted under separated email

The Tender link website for instructions and uploading proposals is https://www.tenderlink.com

Closing time and date for Submissions shall be 2:00pm Friday 17th June 2016

Late proposals will not be considered. After the proposal closing deadline, no Proposer shall be permitted to alter its proposal. Exceptions to these rules will only be permitted at the sole discretion of the Employer.

Unless submitting via Tender link or email, proposals shall be submitted as one signed and bound original paper copy and one further loose leaf paper copy, plus separate electronic copies of the price and non-price content (as single documents on CD, DVD or USB memory stick). In the event of any discrepancy, the original paper copies shall prevail.

Alternative Proposals not be considered.

If a Proposal is misplaced or opened prematurely because an envelope was not sealed and marked as instructed above, the Employer shall not be responsible and the Proposal may be rejected.

The Proposer may modify or withdraw its Proposal after submitting it, provided the modification or notice of withdrawal is received in writing before the closing time for Proposals. The Proposer’s modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of this Clause 2.6, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL”, as appropriate. The modification or notice of withdrawal shall be signed by a person or persons duly authorized to bind the Proposer, and proof of authorization shall be annexed.

A Proposal submitted other than as described in this Clause 2.6 maybe rejected by the Employer and returned to the Proposer.

The Proposer shall notify the Employer, as soon as practicable, of any change in the information submitted, including changes in the composition of the Proposer or the legal status...
and place of establishment, potential conflicts of interest, economic and financial situation, and technical capability/capacity of the Proposer or its members. Any change in the composition & key personnel of the Proposer may, at the discretion of the Employer, lead to disqualification of the Proposer from participation in the Proposal and award of contract.

The validity period of all Proposals shall be 150 days from the closing date of the Proposal. If an agreement has not been executed within this validity period and the Employer still wishes to continue with the proposal process, each Proposer will be contacted thereafter in order to ascertain their intention to remain under consideration for a further defined period or to withdraw from the proposal process.

The lowest or any Proposal may not be necessarily accepted.

2.7 Opening of Proposals

Proposals submitted in accordance with Clause 2.6 above, will be opened by the Tender Committee or nominated person immediately after the Proposal Closing time and date. The Proposers’ representatives maybe present at the opening.

The envelopes with the price proposals shall not be opened until the evaluation of the technical proposals has been completed.

First, Tenders for which the Employer has received a valid notice of withdrawal in accordance with Clause 2.6.9 of these Instructions shall be returned unopened.

Second, outer envelopes marked ‘Substitution’ shall be opened next with the inner envelopes being exchanged for the corresponding envelopes being substituted, provided the appropriate notice (clause 2.6.9) is included. The substituted envelopes shall be returned unopened.

Next, outer envelopes marked ‘Modification’ shall be opened next with the inner envelopes being exchanged for the corresponding envelopes being modified, provided the appropriate notice (clause 2.6.9) is included. The substituted envelopes shall be returned unopened.

All other Tenders shall then be opened.
3 EVALUATION OF PROPOSALS AND AWARD

3.1 General

All Proposals will be evaluated in accordance with Section 3.2 below.

The technical evaluation will be undertaken prior to opening the Pricing Envelope.

To assist in the examination, evaluation and comparison of Proposals, the Employer may ask any Proposer for clarification of its Proposal, including break downs of unit rates and sums. The request for clarification and the response shall be in writing. No change in the submitted price or substance of the Proposal shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer during the evaluation of the Proposals.

3.2 Proposal Evaluation

The Proposal Evaluation Team (PET) appointed by the Employer will consider technical (non-price) and price information submitted by each Proposer in order to identify the most advantageous proposal. The Employer may supplement this with any additional information about any Proposer which the evaluators deem fit to obtain.

Proposals shall be evaluated using the principle of:

Quality Cost Based Selection with a weight of 70% given to the administrative & technical part and a weight of 30% given to the financial part.

The method of evaluation is detailed below:

Step 1: Completeness & Suitability

Open Envelope 1 (Technical Proposal)

Proposals will be screened on an initial eligibility and competence screening, based on:

Completeness of each proposal (non-price information) to ensure that all documentation requested in the RFP has been correctly submitted

Appropriateness of the material submitted – is it within scope

The organisation is eligible to submit a proposal

No conflict of interest exists.

Should the proposal be incomplete or deemed inappropriate, the PET may exclude it from further evaluation or, if the omission is relatively minor or clarification is required, request the missing information or clarification from the Proposer

Step 2: Technical Evaluation (Non-Price Information)

Grade each attribute of the non-price information for each proposal against the Scoring Sheets provided below in Section 3.3.

Exclude from further consideration any proposal that fails against an attribute (scores of 4 or less).
The weighting to be applied to the technical attributes is as follows:

<table>
<thead>
<tr>
<th>Attribute</th>
<th>Attribute Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative requirements</td>
<td>10</td>
</tr>
<tr>
<td>Relevant Experience &amp; Track Record</td>
<td>20</td>
</tr>
<tr>
<td>Technical /Personnel Skills</td>
<td>20</td>
</tr>
<tr>
<td>Methodology</td>
<td>15</td>
</tr>
<tr>
<td>Management Skills</td>
<td>15</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>70%</strong></td>
</tr>
</tbody>
</table>

Scoring of these criteria will use a scale of 1 to 10, as per the following definitions:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>Exceeds requirements in all ways, with very little, or no risk.</td>
<td>10</td>
</tr>
<tr>
<td>Excellent / Very Good</td>
<td>Exceeds requirements in most ways, with very little, or no risk.</td>
<td>9</td>
</tr>
<tr>
<td>Very Good</td>
<td>Meets requirements in all ways, exceeds it in some, little risk involved.</td>
<td>8</td>
</tr>
<tr>
<td>Very Good / Good</td>
<td>Meets the requirement, little risk involved.</td>
<td>7</td>
</tr>
<tr>
<td>Good</td>
<td>Meets the requirement and is workable, acceptable risk.</td>
<td>6</td>
</tr>
<tr>
<td>Good / Marginal</td>
<td>Meets the requirement, may require work in some areas, some element of risk.</td>
<td>5</td>
</tr>
<tr>
<td>Marginal</td>
<td>Nearly meets the requirement, deficient or limited in some areas, element of risk.</td>
<td>4 (Fail)</td>
</tr>
<tr>
<td>Marginal / Poor</td>
<td>Deficient or limited in most areas, high element of risk.</td>
<td>3 (Fail)</td>
</tr>
<tr>
<td>Poor</td>
<td>Information provided does not meet the requirement, is not workable and is deficient, high element of risk.</td>
<td>2 (Fail)</td>
</tr>
<tr>
<td>Poor / Non-</td>
<td>Information provided does not meet the requirement, is not workable and is deficient, high element of risk.</td>
<td>1</td>
</tr>
</tbody>
</table>
The remaining proposals will be evaluated to determine their total weighted scores, being the sum of the products of each proposal’s individual attribute score multiplied by the attribute weighting.

**Step 3: Financial Evaluation (Price Information)**

Proposals that pass the technical evaluation will have their financial proposal opened and points awarded in accordance with Clause 3.4 below and the following formula:

\[ S_i = \frac{F_m}{F} \times 100 \]

Where \( S_i \) = points to be awarded

\( F_m \) = lowest financial proposal

\( F \) = amount proposed by individual firm

**Step 4: Final Evaluation**

Proposals will be ranked according to their combined technical and financial scores using the following weights

- Technical 70%
- Financial 30%

**TOTAL SCORE 100%**

### 3.3 Technical Evaluation

The evaluation criteria that will be applied for the Technical Proposal are as identified in the Scoring Sheets below:

**ADMINISTRATIVE REQUIREMENTS**

<table>
<thead>
<tr>
<th>Administrative Requirements (Weighting = 10%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Evaluation Criteria</strong></td>
</tr>
<tr>
<td>Completeness of the tender</td>
</tr>
<tr>
<td>Compliance with the requirements under ITP (Instructions to Proposers)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

**RELEVANT EXPERIENCE / TRACK RECORD**

<p>| Relevant Experience &amp; Track Record (Weighting = 25%) |</p>
<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience in Projects to similar scale, specification and complexity in similar environment</td>
<td>2.5</td>
</tr>
<tr>
<td>Water treatment unit package plant Design</td>
<td>10</td>
</tr>
<tr>
<td>Structural design for similar type structures</td>
<td>5</td>
</tr>
<tr>
<td>Contract management and supervision of similar works</td>
<td>2.5</td>
</tr>
</tbody>
</table>

Information should be limited to projects undertaken / completed within the last five (5) years.

Similar information shall be provided for any proposed sub-consultant / Sub-Contractor.

Proposers shall nominate three (3) referees to verify experience and performance and shall provide their contact details – name, company, phone and email.

| Total                                                                 | 20%       |
### TECHNICAL / PERSONNEL SKILLS

**Technical / Personnel Skills (Weighting = 25%)**

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager / Team Leader</td>
<td>5%</td>
</tr>
<tr>
<td>Engineering team, (process engineer, electrical, mechanical fitters, structural engineer, etc.)</td>
<td>5%</td>
</tr>
<tr>
<td>Design considerations, P&amp;ID, completeness of the plant in terms of instrumentation, dosing and general operation</td>
<td>5%</td>
</tr>
<tr>
<td>Process considerations and capability to meet the required standards for drinking water</td>
<td>5%</td>
</tr>
<tr>
<td>It is accepted that one individual may fulfil one or more nominated roles</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>20%</strong></td>
</tr>
</tbody>
</table>

### METHODOLOGY

**Condition Assessment Methodology (Weighting = 15%)**

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding of the Objectives and constraints</td>
<td>3</td>
</tr>
<tr>
<td>Design Phase</td>
<td>3</td>
</tr>
<tr>
<td>Contract Management / Supervision Phase</td>
<td>4</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10%</strong></td>
</tr>
</tbody>
</table>

### MANAGEMENT

**Management (Weighting = 15%)**

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Skills of Key Personnel</td>
<td>2</td>
</tr>
<tr>
<td>Organisation structure (include organisation chart showing internal and external relationships)</td>
<td>2</td>
</tr>
<tr>
<td>Contract Management / construction supervision under FIDIC Red Book</td>
<td>2</td>
</tr>
</tbody>
</table>
### 3.4 Price Evaluation

The Price Evaluation will be undertaken after completion of the technical evaluation.

#### Errors and Omissions in Price Proposals

After opening of Envelope 2 (Price Information), the pricing information will be checked by the Employer for any omissions or arithmetic errors in computation and summation. Any errors will be corrected as follows:

- If there is any discrepancy between amount in figures and in words, the amount in words will take precedence.
- If there is a discrepancy between the Total Price entered and the equivalent sum computed on the basis of the breakdowns, the Total Price shall be adjusted to the sum computed on the basis of the breakdowns.
- If there is a discrepancy between a stated amount and the correct amount calculated by multiplying the stated unit rate by the quantity, the stated amount shall be adjusted to the correct amount and the Total Price adjusted correspondingly.

The Proposer may be notified of these corrections and if the Proposer does not accept these adjustments as notified, its Proposal may be rejected.

For the purpose of evaluating Proposals, the Employer will determine for each Proposal the evaluated price by making any correction for errors as described above.

To permit a fair comparison, proposal prices may also be adjusted to take account of the effect on the Employer of a Proposer’s exceptions to the risks and responsibilities defined in these Instructions to Proposers.

In submitting the price proposal, the bidder is taken to have visited and inspected the site and conducted its due diligence with regards the works hereby tendered and the regulatory authority’s requirements in Fiji. No variance to price shall be allowed in respect to the failure by the Contractor to carry out the necessary investigations of the Scope requirement prior to the submission of the Price Proposal and the acceptance of the Price by the Employer.
3.5 **Award of Contract**

The preferred Proposer may be invited to participate in meeting(s) with the Employer to clarify outstanding issues and finalize an Agreement, and the Employer will arrange for minutes of such meetings to be prepared and agreed with the Proposer. The minutes of the meeting will be part of the basis upon which the agreement is to be concluded.

The agreed minutes shall be binding on the successful Proposer as an acceptable clarification of its Proposal until its validity expires, and shall be wholly subject to the formal Agreement, and shall not bind the Employer nor commit him to entering into any agreement under any terms.

Subject to approval of the funding by the relevant authority, the Employer and the Consultant shall sign the formal Agreement.

Prior to the expiration of the period of proposal validity, the Employer shall notify the successful Proposer, in writing, that its proposal has been accepted and require that a contract Agreement be signed by both parties. Following the signing of the Agreement, the Bid Bond of the successful proposer shall be released upon the submission of the following documents:

- Performance Bonds;
- Insurance Documents and
- Revised Work Program

In the event the above documents is not submitted, the Employer shall reserve the right to hold the bid bond and any progress payment until such time the successful proper complies with the requirement.

Unsuccessful Proposers will be notified, in writing, by the Employer of its decision within seven (7) days from the date of the letter of acceptance to the successful proposal.
4 PROPOSAL FORMS AND SCHEDULES

The following forms are included for submission with the proposal:

**Envelope 1 (Technical Proposal)**

Form of Technical Proposal

Proposal Schedule 1 - Key Personnel

Proposal Schedule 2A - Compliance and Departures – Non-Price / Technical

**Envelope 2 (Price Proposal)**

Form of Price Proposal

Proposal Schedule 2B - Compliance and Departures – Price
FORM OF TECHNICAL PROPOSAL

Date: __________________________

Invitation for Proposal No.: _____________

To: CEO, Water Authority of Fiji

We, the undersigned, declare that:

a. We have examined and have no reservations to the Proposal Document, including
   Addenda No.: issued in accordance with Instructions to Proposer Clause 2.4.6 of the Instructions to
   Proposers (ITP)

b. We offer to execute in conformity with the Proposal Document the following Works:
   Design, Build, Supply, Install, Commission & Training for packaged water treatment plants,
   reservoirs and associated pipe works for Savusavu and Levuka.

c. Our Proposal consisting of the Technical Proposal and the Price Proposal shall be valid for a period
   of one hundred and fifty (150) days from the Proposal submission deadline in accordance with the
   Proposal Documents, and it shall remain binding upon us and maybe accepted at any time
   before the expiration of that period;

d. We, including any subcontractors for any part of the contract, have eligibility to submit this
   Proposal, in accordance with Clause 2.3 of the ITP;

e. We, including any subcontractors for any part of the contract, do not have any conflict of interest
   in accordance with Clause 2.6.12 of the ITP;

f. We are not participating, as a Proposer or as a subcontractor, in more than one Proposal in this
   Proposal process in accordance with Clause 2.3 of the ITP.

Name ___________________________ In the capacity of ___________________________

Signed __________________________

Duly authorised to sign the Proposal for and on behalf of __________________________

Dated __________________________

________________________
FORM OF PRICE PROPOSAL

Date: __________________________

Invitation for Proposal No.: ______________

To: CEO, Water Authority of Fiji

We, the undersigned, declare that:

a. We have examined and have no reservations to the Proposal Document, including Addenda No.: issued in accordance with Instructions to Proposers (ITP) Clause 2.4.6.

b. We offer to execute in conformity with the Proposal Document the following Works:

   Design, Build, Supply, Install, Commission & Training for packaged water treatment plants, reservoirs and associated pipe works for Savusavu and Levuka.

c. The total price of our bid is:

   (VEP) (words)

   (VEP) (numbers)

d. Our Proposal shall be valid for a period of one hundred and fifty (150) days from the date fixed for the Proposal submission deadline in accordance with the Proposal Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

e. We understand that this Proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and;

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

   Name __________________________ In the capacity of __________________________

   Signed __________________________

   Duly authorised to sign the bid for and on behalf of __________________________

   Dated __________________________
**PROPOSAL SCHEDULE 1**

**KEY PERSONNEL**

<table>
<thead>
<tr>
<th>Schedule of Key Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Position / Role</strong></td>
</tr>
<tr>
<td>Project Manager / Team Leader</td>
</tr>
<tr>
<td>Others (to be listed by Proposer)</td>
</tr>
</tbody>
</table>

*It is accepted that one individual may fulfill one or more nominated roles*

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed

Dated

---

Design, build, supply, Install, Commission & training of Package water treatment plants, reservoirs and associated pipe works for Savusavu and Levuka
PROPOSAL SCHEDULE 2A

SCHEDULE OF COMPLIANCE AND DEPARTURES – NON-PRICE

This criterion will not be scored but may affect the evaluation of proposal conformance and the scoring of other non-price attributes.

(To be included in Non-Price / Technical Envelope)

Using the schedule below, Proposers shall provide details of any non-compliances or departures from the requirements of this Request for Proposals and any Addenda / Notices to Proposers. The Employer reserves the right to reject any proposal that contains non-compliances or departures which it deems unacceptable and which the Proposer declines to remove or amend. Departures acceptable to the Employer may result in adjustment to the proposal price for the purposes of comparison of proposals.

Price information must not be included on this form.

Any price adjustments that the Proposer may wish to offer to remove a non-compliance must be shown in the Schedule of Compliance and Departures - Price shall be included in the Price Envelope.

Schedule of Compliance and Departures-NON-PRICE

We, the Proposer, confirm that our proposal is fully compliant with the requirements of the Request for Proposal and Draft Agreement, together with all Notices to Proposers, except in the following respects:

<table>
<thead>
<tr>
<th>Item</th>
<th>Clause reference in RFP</th>
<th>Detailed description of the departure or non-compliance</th>
<th>Perceived benefit to Employer (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<tr>
<td>5</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name ___________________________ Position ___________________________

Signed ___________________________

Dated ___________________________
PROPOSAL SCHEDULE 2B

SCHEDULE OF COMPLIANCE AND DEPARTURES – PRICE

With reference to any non-compliance items the Proposer may have included in Schedule 2A, and using the format below, Proposers shall provide details of the adjustment to their proposed price (if any) that they would require in order to remove a non-compliance which the Client deems to be unacceptable.

Prices to remove departures must be included in the price envelope.

Schedule of Compliance and Departures – PRICE

We, the Proposer, confirm that we are willing to remove the non-compliances listed in Schedule 2A of our proposal (technical / non-price envelope) in return for adjustment to our proposed price by the amount(s) below:

We accept that failure by us to provide a price for removal of any departure will entitle the Employer to make its own assessment of the diminished value to it of our proposal and compare our proposal price with those of other Proposers accordingly.

<table>
<thead>
<tr>
<th>Item No. in Schedule 2A</th>
<th>Price to remove non-compliance (FJ$) VEP</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
</tr>
</tbody>
</table>

Name __________________________ Position __________________________

Signed __________________________

Dated __________________________
5 CONDITIONS OF CONTRACT

5.1 General Conditions of Contract

The General Conditions of Contract applicable to the Agreement shall be the FIDIC "Conditions of Contract for Plant and Design Build FOR ELECTRICAL AND MECHANICAL PLANT, AND FOR BUILDING AND ENGINEERING WORKS, DESIGNED BY THE Contractor.", First Edition 1999”, which shall be subject to the following Particular Conditions A and B.

Electronic and hard copies of this document can be purchased on the following website, www.fidic.org

5.2 Particular Conditions of Contract

Clause 1 General Provisions

Sub-Clause 1.1.1.4

Delete entirely and substitute following:

“The Letter of Bid” means “the Letter of Technical Bid” and “the Letter of Price Bid” correctly.

Sub-Clause 1.1.1.5

At the end of this Sub-Clause add:

The Employer’s Requirement shall include

i. 2.0 Instruction to Proposers

iii. 6.0 Scope of Works

Sub-Clause 1.1.1.9

Delete entirely and substitute with the following:

The ‘Appendix to Tender’ means the completed pages entitled appendix to tender which are appended to and form part of the Particular Conditions of Contract.

Sub-Clause 1.1.2.6

After the wording “Employer’s Personnel means the Engineer,” insert following:

‘the Engineer’s Representative,’

Sub-Clause 1.1.3.7

Delete entirely and substitute followings:

"Defects Notification Period" means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remediing Defects], calculated from the date on which the Works or Section is completed as
certified under Sub-Clause 10.1 [Taking Over of the Works and Sections] and expired for the expiration of period as stated in the Appendix to Tender (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]) calculated from the date of Total work is taken over.

**Sub-Clause 1.1.4.8**

Local Currency means the Currency of the Fiji Islands

**Sub-Clause 1.1.6.1**

At the end of this Sub-Clause add the following:

The Contractor’s Documents shall also include, but not limited to, detailed investigation reports, investigation reports, samples, patterns, all related to the Contract and submitted by the Contractor.

**Sub-clause 1.5 Priorities of Documents**

Delete the priority order given and substitute the following.

The Order of priority of contracts documents is as follows:

1. The Contract Agreement.
3. Agreed Minutes of Contract Negotiations.
4. The Letter of Bid.
5. Any addenda or amendments issued.
6. The Particular Conditions.
7. The General Conditions.
8. The Employer’s Requirements.
9. The Contractor’s Proposal. (Technical/Financial) and
10. Any other documents forming part of the contract.

**Sub-Clause 1.6 Contract Agreements**

The final sentence of this Sub-Clause read as following:

The costs of stamp duties and similar charges [if any] imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.
Sub-Clause 1.12 Confidential Detail

At the end of this Sub-Clause add the following:

The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out its obligations under it. The Contractor shall not publish, permit to be published or disclose any particulars of the Contract in any trade or technical paper or elsewhere without the prior consent in writing of the Employer.

Sub-Clause 2.2 Permits, Licences or Approvals

At the end of this Sub-Clause add the following:

The Employer will assist the Contractor in obtaining approval from Fiji Road Authority, Fiji Electricity Authority, Telecommunication Fiji Ltd and Local Authorities for laying pipes along road ways at the cost of the Contractor.

Clause 3: The Engineer

Sub-Clause 3.1 Engineer’s Duties and Authority

At the end of this Sub-Clause add the following:

Notwithstanding the provisions stated above if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of third party’s property, he may instruct the Contractor to execute all such work or to do all such things necessary to mitigate the damage.

The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instructions of the Engineer.

The Employer or Engineer may appoint any number of persons to assist the Engineer in carrying out of his duties under sub clause 2(2). He shall notify the Contractor the names, duties and the authority of such persons. Such assistants shall have no authority to issue any instructions to the Contractor save in so far as such instruction may be necessary to enable them to carry out their duties and to secure their acceptance of materials, plant or workmanship as being in accordance with the contract and any instructions given by them for these purposes shall be deemed to have been given by the Engineer.

If the Contractor suffers delay and/or incurs Cost as a result of complying such instruction, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor’s Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

(b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
Clause 4: The Contractor

Sub-Clause 4.1 Contractor’s General Obligations

At the end of this Sub-Clause add:

The Contractor is required to carry out investigations including sub-surface and geological investigation and other survey and investigation required under the Employer’s Requirement. The Contractor shall also be required to check the design criteria and calculations (if any) included in the Bidding Documents to confirm their correctness in its bid and to assume full responsibility of them.

The Contractor should include all cost of permanent reinstatement of road way in the lump sum price of his contract price to meet FRA requirements. The Contractor should maintain roads where pipes laying were done up to the motorable conditions at the Contractor’s cost until permanent reinstatement are done.

Sub-Clause 4.2 Performance Security

1. Replace the text of 1st paragraph of Sub-Clause 4.2 with the following:

The Contractor shall provide security for its proper performance of the Contract to the Employer within 28 days after the receipt of the Letter of Acceptance. The performance security shall be in the form of a bank guarantee and in the form included in the Bidding document, issued either

(a) by a bank located in Fiji Islands approved by the Reserve Bank of Fiji or a foreign bank through a correspondent bank approved by the Reserve Bank of Fiji located in Fiji Islands.

(b) directly by a foreign bank but security shall be confirmed by a bank operating in Fiji Islands; approved by the Reserve Bank of Fiji acceptable to the Employer.

The performance security shall be denominated in the types and proportions of currencies in which the Contract Price is payable. When providing such security to the Employer, the Contractor shall notify the Engineer of so doing.

Validity period of the Performance Security shall cover the defects notification and liability period.

2. Add following after the last paragraph:

Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

The counter of presentation of the performance security bond for encashment when required shall be at the respective bank in Suva branch.

Sub-Clause 4.4 Subcontractors
At the end of this Sub-Clause add:

The Contractor, if he considers to sub-let a certain part(s) of the Works, is encouraged to give fair and reasonable opportunity for qualified Contractors from Fiji Islands to be appointed as Subcontractors.

Employer has no direct payment dealing with any of the Sub-Contractors.

**Sub-Clause 4.8 Safety Procedures**

At the end of Sub-Clause add the following:

f) provide detailed OHS Plan to avoid any public nuisance, damage to the public utilities existing underground and/or overhead, including the emergency measures

The contractor shall comply with the OHS regulations in Fiji (Health and Safety at work Act 1996) including provision of five sets of PPE's (such as reflector vest, helmet, and harness if required) for Employers engineers and engineers representatives, to execute works under the scope of works (such as delivery, installation, commissioning of the respective water treatment unit package plants)

**Sub-Clause 4.10 Site Data**

Delete the First paragraph and insert the following.

The contractor is responsible for carrying out all geotechnical and subsurface investigations and studies on environmental impact, if need be.

**Sub-Clause 4.12 Unforeseeable Physical Conditions**

Insert the following.

Notwithstanding anything in the clause in Part 1,

It is the contractor’s responsibility to carry out all detailed investigations on sub surface conditions at the contractor’s cost prior to detailed designs and constructions.

**Sub-Clause 4.18 Protection of the Environment**

At the end of Sub-Clause add the following:

The Contractor shall take steps to ensure that vibration and noise levels from plant and equipment, particularly during night work and for pile driving, do not raise public complaints, and that noise levels do not exceed levels stipulated in the regulations and legislation enactments of governments on Environment.

That water from operations lowering ground water levels (well points etc) and draining excavations shall not cause subsidence of surrounding ground and should not affect residential wells. Should residential wells be emptied during dewatering, residents affected shall be entitled to and provided with sufficient provision of an alternative water supply for the duration of the Works until the effect of such dewatering is reversed back to previous conditions.
Water from dewatering shall have acceptable turbidity prior to discharge to any water course. All practical means shall be taken to prevent the discharge (accidental or otherwise) of sewage to surface water courses or storm sewer systems.

The Contractor shall take reasonable care and sufficient measures to reduce dust nuisance by frequent wetting down and sweeping road surfaces, and wetting excavated materials.

The Contractor shall adequately instruct his staff and his sub-Contractors about the environmentally sound discharge of potentially hazardous materials used on site, and shall ensure his staffs comply with these instructions. The measures he adopts on this shall be quite transparent.

The Contractors shall seek review and acceptance from the ENGINEER for his Methods Statement for protecting the environment.

Sub Clause 4.22 Security of the Site

Add item (c) as follows:

The Contractor shall take additional security precautions when working in designated “high security” areas. Work sites for pumping stations and trenching shall be secured at night and if necessary a security guard shall be posted on such situations.

Sub Clause 4.24 Fossils

Add the following:

Excavation in areas designated as archeologically sensitive will be carried out following the archaeological guidelines given by the Archaeological Officer present.

Clause 5 Design

Sub Clause 5.1 General Design Obligations

Delete the clause and insert the following

The contractor shall carry out and be responsible for the detail investigations including sub surface and geological investigations and design of the works. Detail investigations and design shall be carried out by qualified personnel who are engineers or other professionals who comply with the criteria (if any) stated in the Employer’s Requirements. For each part of the works, the prior consent of the Engineer shall be obtained for the staff and subcontractors if they are not named in the contract. Nothing contained in the contract shall create any contractual relationship or professional obligation between any designer, or a design sub contractor or the Employer.

The contractor holds himself, his staff and sub contractors as having experience and capability necessary for the detail investigation and the design. The contractor undertakes that the designers and other staff shall be available to attend discussions with the Engineer at all reasonable times during the contract period.

Sub-Clause 5.2 Contractor’s Documents

In Sub-Clause 5.2 delete sub-paragraph (a) and substitute:
a. Construction shall not commence until the Contractor receives from the ‘Engineer’ concurrence of the Construction Documents relevant to the detail investigations design and construction of such parts; provided always that if the ‘Engineer’ fails to give his ruling at the end of 28 days, despite the Contractor’s written reminder at the end of the 21 days ‘review period’, then the Contractor may proceed with the construction as though approval had been given.

Sub-Clause 5.4 Technical Standards and Regulations

After the first Paragraph insert following:

All the designs, the Contractors Documents, the execution and the completed works shall comply with relevant AS/NZS or equivalent standards.

Clause 6 Staff and Labour

Sub-Clause 6.4 Labour laws

At the end of the second paragraph insert the following:

The Contractor shall indemnify and keep indemnified the Employer against all claims made under the all labour laws of the Republic of Fiji Islands and any statutory amendments thereto or modification thereof.

The Contractor shall comply with local labour laws and any amendments in force at the time of execution including the following, but not limited to:

(i) Wages Board Ordinance

(ii) Shop and Office Act as may be relevant

Sub-Clause 6.6 Facilities for Staff and Labour

Replace the first paragraph with the following:

The Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour, employed for the purposes of or in connection with the Contract, including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cookhouses, fire prevention and fire-fighting. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camps/housing provided by the Contractor shall be removed and the site reinstated to its original condition on his own responsibility all to the approval of the Engineer.

Sub-Clause 6.7 Health and Safety

At the end of the third paragraph insert the following:

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or local health authorities, for the purpose of dealing with, and overcoming the same.

The Contractor shall be conversant with the requirements of the Medical Officer of Health (MOH) office requirements on health and the requirement of the Labour Ministry on safety,
and comply with all such requirements and regulations and procedures and should indemnify the employer from any claims whatsoever due to any breach.

Sub-clause 6.9 Contractor’s Personnel

Add the following paragraph:

The Contractor shall cooperate with security operations by providing bio data of his all personnel including his subcontractors and other personal information if and when requested by police, military and other relevant security authorities.

Clause 7 Plant, Materials & Workmanship

Sub Clause 7.5 Rejection

Add the following paragraph at the end of the Sub Clause:

The survey works and survey data/information in as built drawings or other documents shall be acceptable only if these conform to current professional survey standards applied in Fiji. If survey data/information provided by the CONTRACTOR are found to be inaccurate or erroneous the CONTRACTOR shall at his expense promptly make necessary corrections. All costs of checking of such data/information by the EMPLOYER shall be paid by the CONTRACTOR to the EMPLOYER subject to Sub Clause 2.5 [EMPLOYER’s Claims].

Clause 8 Commencement, Delays and Suspension

Sub-Clause 8.1 Commencement of Works

Insert the word “detail Investigation” after the word “commence” in line 1 of 2nd paragraph of sub clause 8.1

Sub Clause 8.3 Programme

Add the following at the commencement of the Sub-Clause:

The Contractor shall submit a detailed time programmes using ‘Microsoft Project’ software. A set of necessary original software will be made available to the Engineer’s Representative by the Contractor at his cost.

Sub Clause 8.5 Delay Caused by Authority

At the end of this Sub-Clause Add the following:

The Contractor should carefully study the procedures followed by granting approval for Road damages by Fiji Roads Authority (FRA), Fiji Electricity Authority (FEA) and Telecommunication Fiji Ltd (TFL) respectively. Water Supply Connections from the Water Authority of Fiji, therefore, sufficient allowance should be kept in the time programmes for the Works.
Sub Clause 8.13 Restrictions on Working Hours

Add the following as new Sub-Clause 8.13:

Any work carried out at night or on locally recognized holidays, festivals and days of rest, shall be programmed at least 7 days in advance with the required authorities and the EMPLOYER shall be informed in writing.

All work at night or work on locally recognized holidays, festivals and days of rest, shall be carried out without unreasonable noise or disturbance as described in the Sub-Clause 4.18 hereof.

The Contractor shall indemnify the EMPLOYER from and against any liability for damage on account of noise or other environmental disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges, and expenses whatsoever in regard to such liability.

Sub-Clause 9.1 Contractor’s Obligation

Add the following at the end of this sub-clause:

All materials, labour, electricity, water, chemicals, fuel, Testing equipment and any other required materials, skilled and other labourer and etc. for the proper completion of tests shall be provided by the contractor at Contractor’s cost and shall be included in the lump sum contract price.

Clause 13 Variations and Adjustments

Sub Clause 13.3 Variation Procedure

At the end of last paragraph add the following.

Variations during the contract that involve a reduction in the CONTRACTOR’s scope of work or a reduction in the cost shall result in a reduction to the Contract Price.

Sub Clause 13.8 Adjustments for Changes in Cost

Delete this Sub-Clause in its entirely and include following.

Except as otherwise stated in the contract, the Engineer shall proceed in accordance with sub clause 3.5 to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed.

For each item of work the appropriate rate or price for the item shall be the rate or price specified for such item in the contract or, if there is no such item specified for similar work.

However new rate or price shall be appropriate for an item of work if:

a).

i. the measured quantity of the item is changed by more than 10% from the quantity of this item in the Price schedule or other schedule,
ii. this change in quantity multiplied by such specified rate for this item exceeds 0.1% of the Accepted Contract Amount,

iii. this change in quantity directly changes the Cost per unit quantity of this item by more than 5% and

iv. this item is not specified in the Contract as a “fixed rate item”

or

b. The work is instructed under clause 13.

c. no rate or price is specified in the Contract for this item, and

d. no specified rate or price is appropriate because the item of work is not of similar character, or not executed under similar conditions, as any item in the contract.

Each new rate or price shall be derived from any relevant rates or prices in the contract, with reasonable adjustments to take account of the matter described in sub paragraph (a) and/or (b), as applicable. If no rates or prices are relevant for derivation of a new rate or price it shall be derived from the reasonable Cost of executing the works, together with reasonable profit, taking account of any other relevant matters.

Until such time as an appropriate rate or price is agreed or determined, the engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificate.

**Clause 14 Contract Price and Payment**

**Sub-Clause 14.2 Advance payment**

Fifth paragraph (a) and (b) shall be deleted and substituted with the following:

Refer to appendix to tender

**Sub-Clause 14.3 Application of Interim Payment Certificate**

In the second paragraph (a) after the words “the Contractor’s Document produced” insert the following:

‘based on the Price Schedules and respective price breakdowns’

Agreed

**Sub-Clause 14.4 Schedule of Payment**

Delete this Sub-Clause in its entirety and add following:
The payment will be made as per the Schedules of Payment based on the achievement of milestone as mentioned in ANNEX 6. The Contractor shall submit detailed formula for each milestone achieved with weight age for different major project deliverables which will be agreed by the Employer before awarding of the Contract. However Contractor is not entitled for any interim payment until successful completion of the first milestone to the entire satisfaction of the Engineer. Accordingly monthly interim payments will be paid to the Contractor based on percentage achievements of deliverables under each milestone.

Sub-Clause 14.5 Plant and Materials intended for the Works

Delete this Sub-Clause in its entirely and substitute the followings:

If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].

If the lists referred to in sub-paragraphs (a)(i) below are not included in the Appendix to Tender, this Sub-Clause shall not apply.

The Engineer shall determine and certify each addition if the following conditions are satisfied:

(a) the Contractor has:

(i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and

(ii) submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence; and

(b) the relevant Plant and Materials:

(i) are those listed in the Appendix to Tender for payment when delivered to the Site, and

(ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract.

The additional amount to be certified shall be the equivalent of seventy percent of the Engineer's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under subparagraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

Sub-Clause 14.7 Payment

In the First paragraph (a) delete the wording “within 21 days after receiving” and substitute the wording of following:
‘within 21 days after receiving’

Add the following paragraphs at the end of the Sub Clause:

Method of payment will be as follows:

Payments due to the CONTRACTOR in Fijian Dollars (FJD) will be made to the CONTRACTOR as telegraphic transfer for foreign contractors and in the form of cheque for local contractors in cases of disbursements for the payments made with respect to the portion of the contract stated in the currency of the Republic of Fiji Islands.

Sub-Clause 17.6 Limitation of Liabilities

At the end of this Sub-Clause add the following:

Neither any member of the EMPLOYER's staff, nor the ENGINEER nor any member of his staff, nor any member or officer of the Government of the Republic of Fiji Islands shall in any way be personally liable for the acts or obligations under the Contract, or answerable for any default or omission on the part of the EMPLOYER in the observance of the Contract Clauses or performance of any of the acts, matters or things which are herein contained.

Sub Clause 18.1 Insurance requirements

The Contractor shall take out, maintain and submit to the Contractor the following insurance documents by the time stated in the Appendix to Tender. No Payments will be released until the Insurance Certificates below is submitted and approved by the Employer:

The Contractor shall insure for its liability under the Agreement or otherwise as required by law for:

- Public Liability insurance, F$1.0 million per occurrence with no limit on number of occurrences
- Motor Vehicles (minimum Third Party Insurance) as per Chapter 177, Laws of Fiji, Rev. Edition 1985
- Insurance for Contractors Personnel, at least F$100,000 (VEP) per occurrence, subject also to Fiji Law/Workers Compensation
- Contractors All Risks Insurance (CAR)

The Contractor must ensure that it complies with the legal and regulatory authority of the Laws of Fiji in respect to insurance Requirements under the contract. All necessary approvals or advise to that effect from regulatory authorities (RBF) must be submitted to WAF for records.

No payment shall be released unless the Insurance Certificates are submitted and approved by the Employer.

Sub-Clause 20.2 Appointment of the Dispute Adjudication Board

Delete this Sub-Clause in its entirely and substitute the followings:
Disputes shall be adjudicated by a DAB in accordance with Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision]. The Parties shall jointly appoint a DAB by the date stated in the Appendix to Tender.

The DAB shall comprise, as stated in the Appendix to Tender, either one or three suitably qualified persons ("the members"). If the number is not so stated and the Parties do not agree otherwise, the DAB shall comprise three persons.

If the DAB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The Parties shall consult both these members and shall agree upon the third member, who shall be appointed to act as chairman.

However, if a list of potential members is included in the Contract, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DAB.

The agreement between the Parties and either the sole member ("adjudicator") or each of the three members shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.

The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DAB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

If at any time the Parties so agree, they may jointly refer a matter to the DAB for it to give its opinion. Neither Party shall consult the DAB on any matter without the agreement of the other Party.

If at any time the Parties so agree, they may appoint a suitably qualified person or persons to replace (or to be available to replace) any one or more members of the DAB. Unless the Parties agree otherwise, the appointment will come into effect if a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment.

If any of these circumstances occurs and no such replacement is available, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DAB (including each member) is the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services shall expire when the discharge referred to in Sub-Clause 14.12 [Discharge] shall have become effective.

Sub-Clause 20.6 Arbitration

Delete the text of the clause and substitute the following.
(i) The Employer and the contractor shall make every effort to resolve amicably by direct, informal, negotiation, any disagreement or dispute arising between them under or in connection with the contract. If amicable settlement cannot be reached then all disputed issues shall be settled by Arbitration as per the relevant Arbitration Acts on Fiji.

Arbitration shall proceed with the UNCITRAL rules.

The arbitration shall be conducted in accordance with the local Arbitration Procedures and shall be held at such place and time in Sri Lanka as the arbitrators may determine. The decision of the majority of arbitrators shall be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the arbitrators.

(ii) Pending the award in any arbitration proceedings hereunder,

a) this Contract and the rights and obligations of the Parties shall remain in full force and effect and

b) each of the Parties shall continue to perform their respective obligations under this Contract. The termination of this Contract shall not result in the termination of any arbitration proceedings pending at the time of such termination nor otherwise affect the rights and obligations of the Parties under or with respect to such pending arbitration.

(iii) Any award rendered by the arbitral tribunal shall determine the extent to which the cost of arbitration is to be borne by each Party. The arbitration centre charges and the compensation to the arbitrators shall be equally shared by the Parties initially.

Composition of the Arbitral Tribunal:

The arbitral tribunal shall consist of three arbitrators who shall be appointed in the manner provided in the Selection Procedure as given below.

Selection Procedure:

Either Party shall nominate one arbitrator. These two arbitrators jointly select the third arbitrator who shall act as the Chairman.

Venue & Language:

The venue of arbitration shall be in Fiji Islands. The Language shall be English

Unless otherwise agreed to by the Parties the proceedings shall be conducted and the award shall be rendered in the English language.

5.3 **THE FOLLOWING ADDITIONAL CLAUSES ARE ADDED**

**Clause 21  Personal Liabilities**

Add the following as new Sub-Clause
Neither any member of the Employer's staff, nor the Engineer nor any member of his staff, nor any member or officer of the Government of the Republic of Fiji Islands shall in any way be personally liable for the acts or obligations under the Contract, or answerable for any default or omission on the part of the Employer in the observance of the Contract Clauses or performance of any of the acts, matters or things which are herein contained.

**Clause 22 Properties in Excavated Materials**

Add the following as new Sub-Clause

Pursuant of Clause 4.24, all materials and things of any kind obtained from excavations or found on or under the site which the Contractor may be allowed to occupy shall remain the property of the Employer and shall not be used in the Work or sold or otherwise disposed of without the written authority of the Engineer unless otherwise expressly allowed for in the Employer’s Requirement.

No excavations are to be made upon the site or any additional sites beyond those shown on the drawings or described in the specification and the Price Schedules without the previous written authority of the Engineer.

Selection of borrow pits shall be to the satisfaction of the Engineer and comply and adhere to the rules and regulations of the respective Local Authorities of the area or any other relevant Government authority.

**Clause 23 Taxes and Duties**

Add the following as new Sub-Clause

The Contractor’s price(s) shall include all taxes, duties and other charges imposed outside Fiji on the production, manufacture, sale and transport of all the goods.

The price quoted by the Contractor shall include business taxes income and all other taxes and charges including custom duties and VAT that may be levied according to the law and regulations in being as of the base date of the Employer’s Country on goods and services supplied under the Contract.

Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer’s country on profits made by him in respect of the Contract.

The Contractor’s Staff, personnel and labour will be liable to pay personnel income taxes in the Employer’s Country in respect of such of their salaries and wages as are chargeable under the law and regulations for the time being in force, the Republic of Fiji Islands and the Contractor shall perform such duties imposed on him by such laws and regulations.

Any duties, custom duty, and Port charges, levied on the Plant and Materials to be incorporated in the Permanent Works supplied under the Contract shall be paid by the Employer directory to the FIRCA on production of Certified Custom Entries by the Contractor. Any VAT payable shall be charged to the Employer as a separate item and should be supported with VAT Registration Certificate issued by the Fiji Revenue & Customs Authority (FIRCA)
Any additional taxes due to change of government tax policy which directly affect the Contract after coming into force of the Contract will be adjusted in accordance with the Sub-Clause 13.7 [Adjustment for Changes in Legislation].

Appendix to Tender

<table>
<thead>
<tr>
<th>GCC Clauses</th>
<th></th>
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<tbody>
<tr>
<td>1.1.2.2 The Employer</td>
<td>Water Authority of Fiji</td>
</tr>
<tr>
<td></td>
<td>Cnr of Wainivula &amp; Kings Road\</td>
</tr>
<tr>
<td></td>
<td>Nasinu</td>
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<td></td>
<td>Suva</td>
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<td></td>
<td>Fiji Islands</td>
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<tr>
<td>1.1.2.4 The Engineer</td>
<td>To be advised by the employer before signing contract agreement</td>
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<tr>
<td>1.1.3.3 Time for Completion</td>
<td>Refer to Section 9 (Time schedule of works) of this document</td>
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<tr>
<td>1.1.3.7 Defects Notification Period</td>
<td>1 Year from the Date of Issuance of Taking Over Certificate</td>
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<tr>
<td>1.1.5.6 Section</td>
<td>Not applicable</td>
</tr>
<tr>
<td>1.3 Communications</td>
<td>a. Any communications intended to affect the scope of works,</td>
</tr>
<tr>
<td></td>
<td>the works schedules, the prices, the price schedule, instructions, request for consents, shall be submitted in a formal notice signed by the Engineer to Contract/Contractors Representative, depending on who the issuing party shall be and submitted to the other party and shall be filed for records.</td>
</tr>
<tr>
<td></td>
<td>The Address of the Employer is as given in Clause 1.1.2.2 above.</td>
</tr>
<tr>
<td>1.4 Law &amp; Language</td>
<td>Law: <strong>Laws of The Republic of the Fiji Islands</strong></td>
</tr>
<tr>
<td></td>
<td>Language: <strong>English</strong></td>
</tr>
<tr>
<td>2.1 Right of Access of Site</td>
<td>The Contractor shall submit a formal notice to the Employer 14 Days before it intends to access the Sites</td>
</tr>
<tr>
<td></td>
<td>The Employer shall not be liable for any costs in the delay of the works, if a formal notice, as per above clause in not submitted.</td>
</tr>
<tr>
<td>4.2 Performance Security</td>
<td>The performance security shall be valued at 10% of the Contract Price provided in the form of a bank guarantee and in the form included in the Bidding document,</td>
</tr>
<tr>
<td>5.1 General Design Obligations</td>
<td>The Contractor shall scrutinise the Employers Requirements (including Design Criteria and Calculations) within two weeks calculated from the commencement Date, the Contractor shall give notice to the Engineer of any error, fault or other defect</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td>6.5 Working Hours</td>
<td>8am to 5pm Fiji time</td>
</tr>
<tr>
<td>8.7 Delay Damages</td>
<td>$1,000 FJD per Day. The Total Delay Damages shall not exceed 10% of the Contract Price</td>
</tr>
<tr>
<td>13.5 Provisional Sums</td>
<td>Not applicable</td>
</tr>
<tr>
<td>13.8 Adjustment in Costs</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>14.2 Advance payment</td>
<td>If Advance Payment is requested by the Contractor, the amount is limited to 10% of the Contract Price which will only be released when the Contractor submits an Advance Payment Guarantee according to the Form included in the Bidding Document issued either: (a) by a bank located in Fiji Islands approved by the Reserve Bank of Fiji or a foreign bank through a correspondent bank approved by the Reserve Bank of Fiji located in Fiji Islands. (b) Directly by a foreign bank but guarantee shall be confirmed by a bank operating in Fiji Islands; approved by the Reserve Bank of Fiji acceptable to the Employer.</td>
</tr>
<tr>
<td>14.5 Plant and Material intended for the Works</td>
<td>Not applicable. All the cost for plant and materials shall be inclusive in the construction and installation priced quoted by the contractor. However, the breakdown of this may be requested by the employer for justification in processing progressive payments.</td>
</tr>
<tr>
<td>14.6 Issue of interim Payment Certificates</td>
<td>The percentage of retention shall be 10% of the Contract Price which shall be released according to 14.9 of the General Conditions of Contract</td>
</tr>
<tr>
<td>14.15 Currencies of Payment</td>
<td>The currency of payment shall be that which is mutually agreed by the Employer and the Contractor prior to the signing of the Agreement.</td>
</tr>
<tr>
<td>18.1 Insurance Requirements</td>
<td>The Contractor shall, within 28 Days from Issuance of the Letter of Award submit all insurance documents required under Clause 18.1 of the Particular Conditions</td>
</tr>
</tbody>
</table>
CONTRACT AGREEMENT

This Agreement dated this day of Insert Date
between [Name of Employer]
Water Authority of Fiji
of [Address of Employer]
National Headquarters
Conner of Wainivula Road & Kings Road, Nasinu
GPO Box 1272
Suva

(hereinafter called “the Employer”) of the one part
and [Name of Contractor]

(hereinafter called “the Contractor”) of the other part

WHEREAS, the Employer desires that certain Services should be performed by the Contractor, namely:

Design, build, supply, Install, Commission & for Packaged water treatment plants, reservoirs and associated for Savusavu and Levuka.

and has accepted a proposal by the Contractor for the performance of such works.

THE EMPLOYER AND THE CONTRACTOR AGREE AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in Clause 1.1 of the General Conditions.

2. The following documents shall be deemed to form and be read and construed as part of the Agreement, namely:
   a) The Request for Proposals prepared by Client dated (Insert Date)
   b) Contractor’s Proposal dated (Insert Date);
   c) Letter of acceptance by the Client dated (Insert Date);
   d) Acceptance of offer by the Contractor dated (Insert Date);
   e) Contractor’s Professional Indemnity Insurance;
   f) The Employer/Contractor Model Services Agreement;
   g) Particular Conditions;
   h) General Conditions
   i) Scope of Works
   j) Personnel, Equipment, Facilities and Services to be Provided by Others
   k) Remuneration and Payment
3. 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 design, execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year stated above in accordance with their respective laws.

SIGNED FOR ON BEHALF OF THE EMPLOYER AND CONSULTANT

SIGNED(EMPLOYER)  SIGNED(CONTRACTOR)

PRINT NAME  PRINT NAME

DESIGNATION  DESIGNATION

DATE  DATE

COMPANY SEAL  COMPANY SEAL
**EXAMPLE FORM OF PERFORMANCE SECURITY - SURETY BOND**

Brief description of Contract

Name and address of Beneficiary

(Together with successors and assigns, all as defined in the Contract as the Employer).

By this Bond, (name and address of contractor) (who is the contractor under such Contract) as Principal and (name and address of guarantor) as Guarantor are irrevocably held and firmly bound to the Beneficiary in the total amount of (the ‘Bond Amount’, say:) for the due performance of all such Principal’s obligations and liabilities under the Contract. [Such Bond Amount shall be reduced by ___% upon the issue of the taking-over certificate for the whole of the works under clause 10 of the conditions of the Contract.]¹

This Bond shall become effective on the Commencement Date defined in the Contract.

Upon Default by the Principal to perform any Contractual Obligation, or upon the occurrence of any of the events and circumstances listed in sub-clause 15.2 of the conditions of the Contract, the Guarantor shall satisfy and discharge the damages sustained by the Beneficiary due to such Default, event or circumstances.² However, the total liability of the Guarantor shall not exceed the Bond Amount.

The obligations and liabilities of the Guarantor shall not be discharged by any allowance of time or other indulgence whatsoever by the Beneficiary to the Principal, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Principal or the Beneficiary, or by any other matters, whether with or without the knowledge or consent of the Guarantor.

Any claim under this Bond must be received by the Guarantor on or before (the date six months after the expected expiry of the Defects Notification Period for the Works) (the ‘Expiry Date’), when this Bond shall expire and shall be returned to the Guarantor.

The benefit of this Bond may be assigned subject to the provisions for assignment of the Contract, and subject to the receipt by the Guarantor of evidence of full compliance with such provisions.

This Bond shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract. This Bond incorporates and shall be subject to the Uniform Rules for Contract Bonds, published as number 524 by the International Chamber of Commerce, and words used in this Bond shall bear the meanings set out in such Rules.

Wherefore this Bond has been issued by the Principal and the Guarantor on (date)

Signature(s) for and on behalf of the Principal

Signature(s) for and on behalf of the Guarantor

¹ When writing the tender documents, the writer should ascertain whether to include the optional text, shown in parentheses [ ]

² Insert: [and shall not be entitled to perform the Principal’s obligations under the Contract.]

Or: [Or at the option of the Guarantor (to be exercised in writing within 42 days of receiving the claim specifying such Default) perform the Principal’s obligations under the Contract.]
EXAMPLE FORM OF ADVANCE PAYMENT

GUARANTEE

Brief description of Contract

Name and address of Beneficiary

(whom the Contract defines as the Employer).

We have been informed that (hereinafter called the ‘Principal’) is your contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (name of bank) hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of (the ‘guaranteed amount’, say: ) upon receipt by us of your demand in writing and your written statement stating:

(a) that the Principal has failed to repay the advance payment in accordance with the conditions of the Contract, and

(b) the amount which the Principal has failed to repay.

This guarantee shall become effective upon receipt [of the first installment] of the advance payment by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices issued under sub-clause 14.6 of the conditions of the Contract. Following receipt (from the Principal) of a copy of each purported notice, we shall promptly notify you of the revised guaranteed amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the Time for Completion) (the ‘expiry date’), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.

This guarantee shall be governed by the laws of and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date Signature(s)
6 **SCOPE OF WORKS**

6.1 **General Scope of Works**

6.1.1 **Objective**

The objective of the present call for tender is to select the best technical and financial proposal for:

- Design, build, supply, Installation, commissioning and training of Savusavu water treatment unit package plant – 5,000 m³/d (5ML/D) with an operating range to produce treated water from 2.5ML/d to 5 ML/d
- Design, build, supply, Installation, commissioning and training of Levuka water treatment unit package plant 3000 m³/d (3ML/D) with an operating range to produce treated water from 2.5ML/d to 3ML/d
- Design, build, supply, Installation and commissioning of 1ML Reservoir for Savusavu
- Design, build, supply, Installation and commissioning of 1ML Reservoir for Levuka – this should be priced as an optional item
- Construction of foundation slab for the Savusavu water treatment unit package plants
- Construction of foundation slab for the Levuka water treatment unit package plant
- Construction of foundation slab for 1ML reservoir for Savusavu
- Construction of foundation slab for 1ML reservoir for Levuka
- Construction of portal frame housing for the Savusavu water treatment unit package plant
- Construction of portal frame housing for the Levuka water treatment unit package plants

The scope of works covers the supply of all materials labour, freight etc. necessary for the proper and complete execution of the works set out below. All work is as shown or implied on the drawings and specifications.

The scope of work shall be as defined in the technical drawings and specification and an overview of the work is described below

6.1.2 **General Approach**

The selected supplier is expected to maintain a close liaison with the Water Authority of Fiji during the period of the contract preparation and implementation.

To realise the scope of works the contractor shall organise a preliminary site visit to do the necessary design works related to the above and submit to the employer the concept layout and detailed design of the foundation slabs for the reservoir and the plant, the package WTP and reservoir.
After the initial investigations and establishing the layout and the most suitable treatment configuration, the supplier will submit to the Water Authority of Fiji an outline design recommending the proposed design parameters as well as the type, size, general arrangement, position and orientation of the treatment plant, operations building, raw water tank, and storage reservoir.

Following the approval of the outline design by the Water Authority of Fiji, the supplier will then proceed to produce the detailed drawings and documentation for the final design.

On approval of the final design by the Water Authority of Fiji, the supplier will prepare for the construction, installation, and commissioning of the package plant.

6.2 Description of Location

Savusavu site

Savusavu town is located on the South coast of the Fiji second largest island, Vanua Levu, at 81 km from the main city, Labasa. The site is situated along Savudrodro road, off Savusavu West Coast road, next to the existing Tavutikau reservoir supplying Savusavu town. Tavutikau reservoir is supplied by gravity lines bringing water from three weirs located in the forest. Due to turbidity increase during rain periods, the Water Authority of Fiji intends to install a treatment facility to ensure adequate quality of distributed water at all time.

The package plant and 1ML reservoir is being proposed to be installed at Tavutikau reservoir location.

Key:

1 – Savusavu proposed package plant (approx location: 16°46’26.42”S and 179°21’44.98”E)

Note: There is existing Tavutikau reservoir at this location.
**Levuka site**

The Levuka water treatment plant site is located on the Ovalau Island, Fiji. There are two water treatment sites in Levuka, namely Waitovo and Levuka V/Viti. The Waitovo community is some 10 km north of the main town of Levuka. The Levuka proposed WTP shall be installed at either the Baba reservoir location or the Baba break pressure tank location. The exact location shall be advised during contract negotiation.

![Levuka site map](image)

**Key:**

1 – Baba Reservoir (Approx. location: 17°41'5.61"S and 178°50'1.82"E)

2 – Baba treatment plant (Approx. location: 17°41'6.36"S and 178°50'0.31"E)

3 – Baba break pressure tank (Approx location: 17°41'1.99"S and 178°49'34.38"E)

### 6.3 Scope of work on each site

For each site, the scope of supply includes layout design, process design, manufacture and supply of all equipment, pipes and instrumentation, including raw water tank and clear water tank, installation, testing and commissioning of the package plant, reservoir, pipe works and associated works as detailed below.

#### 6.3.1 Scope of works proposed for Savusavu

The package plant and 1ML reservoir is being proposed to be installed at Tavutikau reservoir location. The water from the proposed package WTP shall be filling both the Tavutikau reservoir as well as the new proposed 1 ML reservoir. The outlet of the new proposed 1 ML reservoir shall be connected to where the outlet of the existing reservoir feeds the reticulation so as both the reservoirs are feeding the reticulation. However there shall be provision of bypass valves to allow for operation of one reservoir when required while the other is offline for routine maintenance.
a) Savusavu Packaged Water Treatment Plant

- Design, build and supply of a package water treatment plant using conventional process, including coagulation, flocculation, settling tank (lamella), sand filtration and chlorination, with a production capacity (operating range) as stated in the table below under the heading “water quality and treatment objective”, in accordance with the relevant current codes and standards.

- Define adequate layout of the plant with the position of the inlet, outlet and drainage pipe work; and precise description of the connecting arrangement to the raw water tank and clear water tank.

- Supply, install, test run and commission the package water treatment plant, including all the equipment, piping and instrumentation necessary to its operation. This includes all electrical panels, PLC, chemical storage and dosing equipment, as well as raw water and clear water tanks. The supplier shall provide a saved copy of the PLC program in at least three copies to the employer (saved in the memory stick).

- The package plant(s) shall include all the analytical instruments and equipment as follows:
  
  i. Flowmeters at the inlet and outlet of the package plant
  ii. Inlet flow control valve for the water treatment unit package plant
  iii. The necessary dosing pumps (such as coagulant dosing, pre pH correction dosing pumps, disinfectant dosing pumps, post pH correction dosing pumps.
  iv. Free available chlorine analyzer (for treated water), inflow pH analyzer, pH analyzer to read pH of water after post pH correction, treated water turbidity analyzer and any other required/ necessary sensors for process and treatment progress monitoring.

- The turbidity of the treated water shall be less than or equal to 1 NTU at all time. Treated water Turbidity of 1 NTU shall supersede that specified in the WHO standards.

- Produce a full set of detailed working drawings, and schedule of quantities for all components described above.

- Provide a full set of technical and maintenance notice for all equipment supplied, as well as a detailed operating and maintenance manual.

- Provide a manual with detailed procedures and sequences to follow to uninstall, transport, reinstall and re-commission the package plant to a new site.

- Provide and implement a training session after completion and commissioning for the Water Authority of Fiji staff in charge of the plant operation and maintenance. The training shall be a comprehensive one which shall be for a duration of at least two weeks

- Supply minimum spare parts for the package WTP for two years
• The quantity, price and details of the containers that shall be used to ship the equipment for each location shall be quoted in the price schedule. This will allow the employer to consider purchasing of those containers as part of this project/contract. This price can be provided under optional items.

• Optional – quote the price of diesel generator for the plant for the WTP with an allowance of 10% additional energy supply. The generator shall be either Cummins brand or CAT (Caterpillar) brand.

b) Construction of New 1ML Reservoir for Savusavu

• Design, build, supply, install and commission 1ML reservoir for Savusavu
• The New 1ML reservoir shall be a steel tank construction with appropriate lining inside the tank for storage of chlorinated drinking water.
• The new 1ML reservoir shall have a flanged stub for connecting inlet pipe and a flanged stub for outlet pipe connection;
• The reservoir shall have an overflow pipe
• The reservoir shall have a washout stub and a washout valve connected to the wash out sump
• Design and build a washout sump near the reservoir as provision for connecting the washout pipe and the overflow down pipe from the reservoir, from this sump a pipe shall be laid to nearest drain;
• The contractor shall do geotechnical investigation for this location prior to designing

c) Pipe works

The contractor shall design the pipe works under this section i.e. 6.3.1 c) during the design phase and submit to the employer the detailed list of pipes and fittings. With reference to this list the employer shall provide all the pipes and fittings for the pipe works only described as below (i.e. for all pipe works described under section 6.3.1 c), the heading pipe works only). The contractor shall allow a minimum of two months for procurement of pipes and fittings by the employer:

• Connect the two separate raw water pipes (i.e. within the reservoir location) to the raw water tank;
• Connect the package plant outlet pipe to new reservoir inlet as well as the existing reservoir inlet
• Connect the pipe from new reservoir outlet to the supply main within the plant location
• Connect the pipes from the washout and backwash sump at the reservoir location to the nearest drain
• Where the valves are designed there shall be a valve chamber constructed
• Optional – connect the sludge pipe from the plant backwash channel to the sludge pond
• Optional – connect the sludge pipe from the plant backwash channel to the nearest drain at the WTP location

d) Construction of portal frame housing for the Savusavu water treatment unit package plant

• Design and build and portal frame housing for the Savusavu package WTP
• The plant shall be completely enclosed

e) Construction of foundation slabs

• Design and build foundation slab for the Savusavu package WTP
• Design and build foundation slab for 1 ML Savusavu reservoir
• The contractor shall do geotechnical investigation for this location prior to designing

f) Optional – Construction of Sludge ponds
• Design and build 2 x sludge ponds for Savusavu package WTP sludge water

6.3.2 Scope of works for Levuka
a) Levuka Water Treatment Plant

• Design, build and supply of a package water treatment plant using conventional process, including coagulation, flocculation, settling tank (lamella), sand filtration and chlorination, with a production capacity (operating range) as stated in the table below under the heading “water quality and treatment objective”, in accordance with the relevant current codes and standards.

• Vehicle access is up to the Baba reservoir location and the Baba break pressure tank location has a foot path only. The proposal is to install the package plant at close to the Baba break pressure tank location. Therefore, for installation at this location, the suppliers shall provide modular units for installation and or fabrication of Package WTP for Levuka with mass limitation of 700kg per unit component so as these units can be airlifted to site. However, the contractors can propose units larger than this, which can be considered as a second priority option.

• Define adequate layout of the plant with the position of the inlet, outlet and drainage pipe work; and precise description of the connecting arrangement to the raw water tank and clear water tank.

• Supply, install, test and commission the package water treatment plant, including all the equipment, piping and instrumentation necessary to its operation. This includes all electrical panels, PLC, chemical storage and dosing equipment, as well as raw water and clear water tanks. The supplier shall provide a saved copy of the PLC program in at least three copies to the employer (saved in the memory stick).

• The package plant(s) shall include all the analytical instruments and equipment as follows:

v. Flow meters at the inlet and outlet of the package plant
vi. Inlet flow control valve for the water treatment unit package plant
vii. The necessary dosing pumps (such as coagulant dosing, pre pH correction dosing pumps, disinfectant dosing pumps, post pH correction dosing pumps.

viii. Free available chlorine analyzer (for treated water), inflow pH analyzer, pH analyzer to read pH of water after post pH correction, treated water turbidity analyzer and any other required/necessary sensors for process and treatment progress monitoring.

• The turbidity of the treated water shall be less than or equal to 1 NTU at all time. Treated water Turbidity of 1 NTU shall supersede that specified in the WHO standards.
• Produce a full set of detailed working drawings, and schedule of quantities for all components described above.

• Provide a full set of technical and maintenance notice for all equipment supplied, as well as a detailed operating and maintenance manual.

• Provide a manual with detailed procedures and sequences to follow to uninstall, transport, reinstall and re-commission the package plant to a new site.

• Provide and implement a training session after completion and commissioning for the Water Authority of Fiji staff in charge of the plant operation and maintenance. The training shall be a comprehensive one which shall be for a duration of at least two weeks

• Supply minimum spare parts for the package WTP for two years

• The quantity, price and details of the containers that shall be used to ship the equipment for each location shall be quoted in the price schedule. This will allow the employer to consider purchasing of those containers as part of this project/contract. This price can be provided under optional items.

• Optional – quote the price of diesel generator for the plant for the WTP with an allowance of 10% additional energy supply. The generator shall be either Cummins brand or CAT brand

b) Construction of New 1ML Reservoir for Levuka

• Design, build, supply, install and commission 1ML reservoir for Levuka

• The New 1ML reservoir shall be a steel tank construction with appropriate lining inside the tank for storage of chlorinated drinking water

• The new 1ML reservoir shall have a flanged stub for connecting inlet pipe and a flanged stub for outlet pipe connection;

• The reservoir shall have an overflow pipe

• The reservoir shall have a washout stub and a washout valve connected to the wash out sump

• Design and build a washout sump near the reservoir as provision for connecting the washout pipe and the overflow down pipe from the reservoir, from this sump a pipe shall be laid to nearest drain;

• The contractor shall do geotechnical investigation for this location prior to designing

c) Pipe works

The contractor shall design the pipe works under this section i.e. 6.3.1 c), during the design phase and submit to the employer the detailed list of pipes and fittings. With reference to this list the employer shall provide all the pipes and fittings for the pipe works only described as below (i.e. for all pipe works described under section 6.3.1 c), the heading pipe works only). The contractor shall allow a minimum of two months for procurement of pipes and fittings by the employer:

• Connect the two separate raw water pipes (i.e. within the reservoir location) to the raw water tank;
• Connect the package plant outlet pipe to new reservoir inlet as well as the existing reservoir inlet
• Connect the pipe from new reservoir outlet to the supply main within the plant
• Connect the pipes from the washout and backwash sump at the reservoir location to the nearest drain
• Where the valves are designed there shall be a valve chamber constructed
• Optional – connect the sludge pipe from the plant backwash channel to the sludge pond
• Optional – connect the sludge pipe from the plant backwash channel to the nearest drain at the WTP location

d) Construction of portal frame housing for the Levuka water treatment unit package plant
• Design and build and portal frame housing for the Levuka package WTP
• The plant shall be completely enclosed
• The contractor shall do geotechnical investigation for this location prior to designing

e) Construction of foundation slabs
• Design and build foundation slab for the Levuka package WTP
• Design and build foundation slab for 1 ML Levuka reservoir
• The contractor shall do geotechnical investigation for this location prior to designing

f) Optional – Construction of Sludge ponds
• Design and build 2 x sludge ponds for Levuka package WTP sludge water

WATER QUALITY AND OBJECTIVE OF TREATMENT

The proposed packaged treatment plants should be designed to produce treated water at an operating range. This operating range shall be the minimum and maximum production capacity of treated water as stated below:

<table>
<thead>
<tr>
<th>Location</th>
<th>Minimum production capacity</th>
<th>Maximum Production capacity</th>
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</thead>
<tbody>
<tr>
<td>Savusavu</td>
<td>2.5 ML/d</td>
<td>5.0ML/d</td>
</tr>
<tr>
<td>Levuka</td>
<td>2.5 ML/d</td>
<td>3.0 ML/d</td>
</tr>
</tbody>
</table>

At such production capacity, the treated water produced must at all time comply with the WHO guidelines for drinking water quality.

The raw water to be treated is surface water of good quality with episodic turbidity peaks during rain periods. The indicative turbidity values observed in the past are as follows:

• Savusavu: River water with average turbidity of 3 to 7 NTU and episodically reaching about 900 NTU
6.4 Specification

Design Criteria/ Standards/ Requirements

- The treatment plant structure (if concrete is to be used) shall be designed in accordance with AS3600 Concrete structures and AS3735 Concrete structures for retaining liquids.
- Earthquake loadings on the structure shall be determined in accordance with NZ4203:1992 with Zone Factor 0.6.
- Wind loading shall be determined in accordance with AS1170:1989. The design basic wind speed shall be 57m/s for working load design and 94m/s for ultimate strength (limit state) design.
- Pipe work embedded in concrete shall be either cast iron or ductile iron cement lined, complying to AS2280.
- Flanged pipe work shall be drilled to BS4504: Section 3.2: 1989 Table 11 (PN 16).
- Other pipe work shall be unplasticised PVC pipes and fittings to AS/NZS1477.
- Hydraulic Design Parameters to be acceptable practices adopted worldwide and treated water quality achieved to WHO Guidelines for Drinking Water.

Personnel

The names of all key personnel who would be involved in the various components of this Contract shall be provided together with their curriculum vitae. A signed statement from each of the personnel stating their availability for the project shall be provided.

Project Phases and work planning

The work will be carried out in accordance with the following sequence:
- Request for Submission
- Return of Submission
- Evaluation
- Clarification
- Appointment of Contractor
- Commencement of Contract
- Submission of detailed project phases milestones in the Gant chart format – to be submitted within two weeks after signing of contract agreement by both parties
- Preliminaries and General – site visit by the contractor to the project locations to determine the concept layout and proceed with design works
- Submission of outlined design report
- Submission of Final design report
- Construction of foundation slab for reservoir and package plant
- Installation of reservoir, stabilization of reservoir and leakage detection (hydro testing).
- Installation of package plants.
- Installation of interconnecting pipe works.
- Pre-commissioning of the package WTP to test run the plant (verification of process operations, automation and leak rectification if any).
- Construction of portal frame housing for the packaged WTP.
- Commissioning of reservoir and package WTP.
- Provision of training for the respective package plants.
- Operational Acceptance of the respective package plants.
- Final payments and completion.

The proposal must include a detailed work program matching as close as possible the project timeframe.

6.5 **Drawings**

6.5.1 **Drawings to produce**

The selected supplier will produce and submit to the Water Authority of Fiji a full set of drawings related to the site and the equipment to be installed. A separate set of drawing will be produced for each specific site. Drawings produced shall include but not necessarily limited to the following for the respective package WTP, reservoirs, foundation slab of packaged WTP, foundation slab of reservoir, portal frame housing for the package WTP and associated pipe works:

- General Arrangement and Site Layout
- Pipe work Layout and Interconnections Details
- Drainage Details
- Treatment Units Arrangement
- Pumping Arrangement
- Electrical drawing (P&ID) with Switchboard and control arrangement
- Plans, Elevation, Sections
- Structural Details – Reinforcement Details, Control Joints, Construction joints etc.
- Level indicator for pipes, electrical and control circuits

6.5.2 **Documents and drawings to be submitted**

The selected contractor will produce and submit to the Water Authority of Fiji a full set of drawings in both hard copies in A1 or A2 sizes and soft copies under AutoCAD format. All the written documents and reports will be submitted in both hard copies and soft copies under MS Word format.

Separate sets of drawings and documents will be prepared and submitted for each specific site.

All printed documents and drawings will be submitted in five (5) copies.

Documents to be submitted to the Water Authority of Fiji shall include but not necessarily limited to the following:
• Outline design report
• Final design report
• Full size copies of all drawings (A1 or A2 sizes)
• Full bound sets of tender documents in loose leaf folder
• Operations and maintenance manual
• Manual with detailed procedures and sequences to follow to uninstall, transport, reinstall and re-commission the package plant to a new site (when required)
• Equipment and material manufacturer's notice
• Full set of as-built drawings

6.6 Supplementary Information

6.6.1 Pricing

When submitting their prices, bidders have to separate clearly prices proposed for each separate site, so that the Water Authority of Fiji might have easily the possibility to equip only selected sites among the six sites mentioned.

When savings appears on common or general items in case of procuring several package plants, the corresponding price reduction should be clearly presented.

6.6.2 Safety Requirements

The Contractor shall comply with the requirements of all relevant Acts, Statutes or Regulations relating to construction including OHS.

Submission of WORKPLACE HEALTH AND SAFETY PLAN AND ALSO WHS POLICY. Compliance and certification by the OHS Department of the Ministry

6.6.3 Protection of works

Arrange temporary protection against weather, dust and intruders, and make secure outside working hours.

6.6.4 Existing utilities

Protect, relocate or maintain existing active services as required. When inactive services are encountered, cap off in a manner approved by the relevant Local Authority. Execute work with the least possible interference or disturbance to the Principal other Contractors and the general public, especially bearing in mind that the work areas are predominantly adjacent or within the road reserves of the Department of National Roads. The approvals from other parties such as the roads authority, Fiji electricity Authority, telecommunication agents/departments shall be foreseen and allowed for in the program of works from
the preliminary site visit and should not cause any delays leading to any time extension.

6.6.5 **Clean up and Reinstatement**

Upon completion of the Contract, the Contractor shall remove all debris and surplus materials and the whole area around the completed works shall be tidied up so as to require no further work before he leaves the site. The contractor shall maintain the Site in a tidy state during the period of the Contract. All signage erected for the project shall be removed from site (including footings and supports) at the end of the project unless agreed to the contrary. Failure to comply with the above shall result in the employer to deduct the cost of organizing clean up and reinstatement plus 5% additional from the progressive payments to the contractor.
7 PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES TO BE PROVIDED BY OTHERS

7.1 Personnel

None.

7.2 Equipment, Facilities and Services

Not applicable.

7.3 Information

The Employer will provide the Contractor with the following information in addition to that contained in the Agreement:

- Raw water quality results
8 REMUNERATION & PAYMENT

8.1 Basis of Payment

Prices entered by the Contractor in the Schedules of Rates and Prices shall be deemed to have included allowances for all costs, overhead and profit for carrying out and successfully completing the Scope of works in accordance with the Agreement and other documents referenced therein incurred by the Contractor in performance of the required works.

Invoicing

The Contractor shall submit invoices not more frequently than once per month.

Cost Adjustments

No allowance will be made for cost adjustments due to Inflation within the period of the Agreement. The Contractor shall be deemed to have allowed in its proposed price for the effects of inflation on the Scope of works.

Payment for Normal Services

Refer to the items in the Schedule of Rates and Prices. Payments will be made on the basis of actual quantity completed, unless otherwise stated below.

Fijian Dollars will be used as the payment currency.

Measureable Items

The price to be paid to the Contractor for measurable items shall be calculated according to the actual quantity.

Lump Sum Items (Tasks 1, 2 & 3)

Payment shall be made for lump sum items on the following basis:

- 50% upon delivery of any draft document
- 50% upon delivery of the final document
- Where a draft deliverable is not required, payment shall be made upon completion of the relevant task

Preliminaries and General

These items shall be paid as lump sum items and are deemed to cover all expenses not covered in the other payment items. These items should cover costs of general mobilisation & demobilisation, documentation and administration not otherwise provided for in the Schedule.

Payment for Preliminaries and General shall be made on the following basis:

- 50% with the first month’s payment
- Remainder to be paid on a pro-rata basis over the following three (3) months of the Design Phase
Additional Scope of works

Payment for additional work of similar scope to the normal scope of works will be negotiated based on rates in the Schedule of Rates for Additional Scope of works where the additional scope are not comparable to those in the Schedule of Rates and Prices for Normal Services.

Provisional Items (indicated ‘PI’ in the Price Schedule)

Provisional Items are fixed price items at the Employer’s option and are unit rates or lump sum prices inclusive of overheads and profit. The inclusion in the Schedule of Rates and Prices of a Provisional Item does not confer on the Consultant the right to perform the work to which the item relates.

Such items shall be carried out only on the instructions of the Employer’s Representative and paid for at the rates or lump sums entered by the Contractor in the Schedule of Rates and Prices.

Provisional Sums (indicated ‘PS’ in the Price Schedule)

Provisional Sums may be included by the Employer in the Schedule of Prices for works to be executed by the Contractor which are not accurately quantifiable at the time of submitting the proposal.

Provisional Sums are items to be undertaken as directed by the Employer and will be unit rate or lump sum prices inclusive of overheads and profit in general accordance with the Schedule of Rates (Additional scope of works) or at negotiated prices / rates.

The inclusion in the Schedule of Prices of a Provisional Sum does not confer on the Contractor the right to perform the work to which the item relates.

Contingency Items

Any contingency sum in the price schedule shall be regarded as a Provisional Sum and shall only be used in accordance with the Employer’s instructions to pay for Additional Scope of works, if required. The inclusion in the Schedule of a Contingency does not confer on the Contractor the right to execute such services.

Any contingency amount not so instructed by the time of completion of the scope of works will be deducted from the agreed sum when valuing the final payment.

Taxes and Duties

If the Contractor is resident in Fiji for tax purposes, all payments made under the Agreement are subject to Value Added Tax (VAT) in accordance with the Value Added Tax (Amendment) Decree. The Contractor must be registered for Fiji VAT in accordance with the VAT Decree. If the Contractor is not so registered, it shall indemnify the Employer against any ineligibility of the Employer to reclaim VAT that results from the Contractor’s non-registration. The Contractor shall reimburse the Employer in full for all such losses incurred by the Employer, which the Employer may deduct from amounts otherwise owing to the Contractor under the Agreement from time to time.
If the Contractor or a sub-contractor is not resident in Fiji for tax purposes, payments to the Contractor or sub-contractor may have Non-Resident Withholding Tax (NRWT) deducted at the prevailing rate by the Employer or Fiji revenue authorities.

It shall be the Contractor’s responsibility to determine its applicable tax liabilities and to comply with the law. Any withholding tax payable shall be deemed to be allowed for in the VIP price agreed for the Services. Costs incurred by the Contractor in determining its tax liabilities shall also be deemed to be allowed for in the VIP price agreed for the Services.
8.2 **Schedule of Rates and Prices (Normal Services)**

The Proposer shall provide details of its proposal price by completing this Schedule of Rates & Prices.

Refer to Section 8.1 for Basis of Payment.

**Design, build, supply, installation, commissioning and training of Package WTP**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
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<td>d.</td>
<td><strong>Construction of portal frame housing for Savusavu Package WTP</strong></td>
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Design, build, supply, Install, Commission & training of Package water treatment plants, reservoirs and associated pipe works for Savusavu and Levuka

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<th>Item No.</th>
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<td>c. ii</td>
<td>Installation of pipes and fittings</td>
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<tr>
<td>c. iii</td>
<td>others - specify (such as optional items)</td>
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<tr>
<td></td>
<td><strong>Sub total</strong></td>
<td></td>
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<td>Description</td>
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<td><strong>d.</strong></td>
<td>Construction of portal frame housing for Savusavu Package WTP</td>
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<td></td>
</tr>
<tr>
<td>d. i</td>
<td>Design or portal frame housing</td>
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<tr>
<td>d. ii</td>
<td>Construction of portal frame housing</td>
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<tr>
<td>d. iii</td>
<td>others - specify (such as optional items)</td>
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<td>Sub total</td>
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<tr>
<td><strong>e.</strong></td>
<td>Construction of foundation slab</td>
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<tr>
<td>e. i</td>
<td>design of foundation slab for package WTP</td>
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<td></td>
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<tr>
<td>e. ii</td>
<td>design of foundation slab for 2 ML reservoir</td>
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<tr>
<td>e. iii</td>
<td>construction of foundation slab for package WTP</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>e. iv</td>
<td>construction of foundation slab for 2 ML reservoir</td>
<td></td>
<td></td>
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<tr>
<td>e. v</td>
<td>others - specify (such as optional items)</td>
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<td>Sub total</td>
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<td><strong>f.</strong></td>
<td>Construction of sludge ponds - optional</td>
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<tr>
<td>f. i</td>
<td>design of sludge ponds</td>
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<td></td>
</tr>
<tr>
<td>f. ii</td>
<td>construction of sludge ponds</td>
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<tr>
<td>f. iii</td>
<td>others - specify (such as optional items)</td>
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<td></td>
<td>Sub total</td>
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<td>Grand Total</td>
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</table>
8.3 Schedule of Rates for Additional Services

The Proposer shall provide details of its rates for Additional Services by completing this Schedule of Rates and transferring the total to Schedules 2, 3 and 4 as contingency sums.

In accordance with Clause 5.1.1 of the Conditions of Contract, any services that are instructed to be carried out as Additional Services may be valued in accordance with the following Schedule of Rates if an applicable rate cannot be derived from the Schedule of Rates and Prices for Normal Services.

The rates inserted by the Consultant shall be the cost of carrying out the work by the Consultant, inclusive of overheads and profit.

Design, build, supply, installation, commissioning & training of Package WTP, reservoirs and associated pipe works for Savusavu and Levuka

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Training for Savusavu package WTP</td>
<td>5</td>
<td>day</td>
<td></td>
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<tr>
<td>2</td>
<td>Training for Levuka package WTP</td>
<td>5</td>
<td>day</td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>other services required for successful completion if scope of works - specify</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
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</tbody>
</table>
9 **TIME SCHEDULE FOR WORKS**

Commencement and Completion of the Services shall be in accordance with Clauses 1.1.10 and 1.1.11 of the Particular Conditions of Contract.

The Consultant shall prepare a programme for the Services and submit it to the Employer’s Representative. The programme shall demonstrate how the Consultant proposes to complete the Services by the Time for Completion.

The Consultant shall use the programme to track and report actual progress against planned dates and to forecast the likely dates of completion of the Services and any Works.

For the Proposers’ information, an indicative timetable for the Services and Works, including required durations, is set out below.

Note: ‘days’ are calendar days and a ‘week’ is 7 days.

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Review of concept design</td>
<td>within three (2) weeks from commencement</td>
</tr>
<tr>
<td>2</td>
<td>Draft Design</td>
<td>Within three (3) weeks from commencement</td>
</tr>
<tr>
<td></td>
<td>Detailed Final Design</td>
<td>Within four (4) of receiving comments from WAF</td>
</tr>
<tr>
<td>3</td>
<td>Completion of all construction works including foundation slab for the package WTP, reservoir.</td>
<td>Within three (3) months after completion of final design</td>
</tr>
<tr>
<td>4</td>
<td>Completion of manufacturing of package plants and reservoir</td>
<td>Within three (3) months after completion of final design</td>
</tr>
<tr>
<td>5</td>
<td>Delivery of reservoir and foundation slabs</td>
<td>The reservoir and package plant unit components shall be delivered with one week after completion of manufacturing</td>
</tr>
<tr>
<td>6</td>
<td>Complete installation of package WTP, reservoir and pipe works</td>
<td>Within five(5) weeks after allowing 15 days of customs clearance upon arrival at the port</td>
</tr>
<tr>
<td>7</td>
<td>Pre-commissioning of reservoirs, package WTP, and pipe works</td>
<td>Within 5 days after installation as above</td>
</tr>
<tr>
<td>8</td>
<td>Commissioning of the package WTP, reservoirs and associated works</td>
<td>Within 2 days after pre-commissioning or as advised by the employer</td>
</tr>
<tr>
<td>9</td>
<td>Operational Acceptance of the reservoirs, package WTP and associated works</td>
<td>After 6 weeks of successful commissioning</td>
</tr>
</tbody>
</table>
10 APPENDICES

Not Applicable