



CARE INTERNATIONAL IN PNG

TENDER FOR

Supplier of materials for WASH Project to Rabaul

CARE International in PNG hereby invites tenders from suitable qualified suppliers for the purchase and supply of building materials for our WASH projects to be delivered to Rabaul, East New Brittan.

Reference Number:

Contact Details:

Michael Zuino
Program Manager - WASH
Care International IN PNG
PO Box 1175
Goroka
EHP
Papua New Guinea
Ph: (+675) 532 2766
Michael.zuino@careint.org

Tender Documents

Available from Care international
Goroka and Buka Office or
<http://www.care.de/papua-neuguinea-trinkwasser.html>,
or
www.careaustralia.org.au

Tender Delivery Address

The WASH Tender Team,
CARE International in PNG
Section 84, Lot 3
Airport Road
GOROKA
Papua New Guinea
Ph: (+675) 532 2766
PNG.Tenders@careint.org

Tender close

10 January 2011 at 4pm (GMT+10)

Authorized by

Country Director
Care International in PNG



CARE INTERNATIONAL IN PNG

WASH NISSAN

TENDER FOR

SUPPLY OF MATERIALS FOR NISSAN ISLAND WASH PROJECT

AUTONOMOUS REGION OF BOUGANVILLE

PAPUA NEW GUINEA

CONTRACT NO: CARE/BKA/WASH/001A

CARE INTERNATIONAL IN PNG
P O BOX 1175
GOROKA
EASTERN HIGHLANDS PROVINCE

TELEPHONE: (675) 532 2766/2740
FAX: (675) 532 2803

CARE INTERNATIONAL IN PNG

The Tender Documents for Contract No.: CARE/BKA/WASH/001A comprises the following:

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Note: Sections E, F and G shall be submitted for Tender.

Invitation for Tenders (IFT)

Date: 6 December 2010

Contract Identification No.: CARE/BKA/WASH/001A

EU Grant No: European Development Fund Project Number: 128580/C/ACT/PG

European Union Funded: CARE International in PNG -WASH Nissan Project

1. CARE International in PNG has received a grant from the European Union under the European Development Fund Project Number: 128580/C/ACT/PG to implement a Water Supply and Sanitation Program on Nissan Island, Autonomous Region of Bougainville. Care International in PNG intends to use part of the grant for the purchasing, supply and delivery of relevant building materials to facilitate infrastructure component of the program.
- 2.
3. The infrastructure component of the Water and Sanitation Program on Nissan Island is the construction of rain harvesting structures and pit latrines and is not included in this tender.
4. CARE International in PNG invites sealed tenders from eligible bidders for the Purchasing, Supplying and Delivering of building materials for the Water and Sanitation Program. Bidding is open to all bidders.
5. All materials prescribed in this tender are to be delivered to a storage yard in Rabaul.
6. Tenders shall be valid for a period of ninety (90) days and shall be delivered both in hard copy to the WASH Tender Team, CARE international In PNG, Section 84, Lot 3, Airport Road, Goroka, Eastern Highlands Province, **and in soft copy by email to PNG.Tenders@careint.org, on or before 1600 hours on January 10th 2011.**

Authorised by:

PETER RAYNES
Country Director

SECTION A

INSTRUCTIONS TO TENDERERS

Section A

INSTRUCTIONS TO TENDERERS

A1. Summary of Work

The work to be carried out under this Contract comprises the purchasing, supplying and delivering of building materials for the Water And Sanitation, Hygiene (WASH) to a storage facility in Rabaul, East New Brittan, PNG

The Contractor will be required to supply all necessary plant, labor and materials to carry out the work required by this Contract.

A2. Supplies to be provided

The subject of the contract is the supply and delivery by the contractor the following goods:

Lot 1: WASH Construction Materials

Lot 1 is delivered to the location stated in Section C, Clause 4, to the Technical Specifications, Delivery Duty paid (including; customs duty, taxes, or other equivalent fiscal charges) and time limit for completion within 50 days of signing the contract by both parties.

The supplies must comply fully with the technical specifications set out in the tender dossier.

A3. Timetable

| | Date | Time |
|--|--|--------|
| Call for Tenders | 6 December 2010 | |
| Deadline for request for any clarifications from the Contracting Authority | 19 December 2010 | 4:00pm |
| Last date on which clarifications are issued by the Contracting Authority | 21 December 2010 | 4:00pm |
| Deadline for submission of tenders | 10 January 2011 | 4:00pm |
| Tender opening session | 13 January 2011 | |
| Period of clarifications with bidders | 14 – 27 January 2011 | |
| Notification of award to the successful tender | 29 January 2011 | |
| Delivery of Materials | 7 th to 20 th March 2011 | |

All dates and times are in the time zone of the country of Papua New Guinea

A4. Lots

Preference is give to suppliers that can supply all of the materials. Consideration will be give for part supplies.

A5. Tenders

The works shall be performed under a Supply Contract. The Tenderer shall price every item in the Bill of Quantities prescribed in Section G. If the Tenderer fails to price any item, it will be assumed that these items cannot be supplied by the bidder.

Tenders are to be submitted as a Lump Sum with an itemized list that contains the number of items, the unit cost of the item and the total cost. The cost of transportation (shipping and road transport) is to be listed as separate line items. The itemized list shall contain all items, delivery duty, fees, charges, etc that all contribute to the Lump Sum.

A6. Period of Validity

Tenderers shall be bound by their tender for a period of 90 days from the deadline from the submissions of tenders

In exceptional cases and prior to the expiry of the original tender period, CARE International in PNG may ask tenderers in writing to extend this period of 40 days. If tenderers agree to do so, they will not be permitted to modify their tender. If they refuse, their participation in the tender procedure will be terminated.

The successful tenderer will be bound by their tender for a further period of 90 days following the receipt of the notification that the contractor has been selected. The further period is added to the initial period of 90 days irrespective of the date of notification.

A7. Lodging of Tenders

Tenders must be submitted both in hard copy and soft copy.

The hard copy must be submitted in accordance with the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words "Envelope A - technical offer" and the other "Envelope B - financial offer". All parts of the tender other than the financial offer must be submitted in Envelope A.

Tenders are to be couriered to CARE International in PNG to the address listed below. Tenders must be received no later than 1600 hours, 10th January 2011.

The Tender shall be submitted endorsed "Tender for Contract No.: CARE/BKA/WASH/001A and shall be addressed to:

The WASH Tender Team,
CARE International in PNG
Section 84, Lot 3
Airport Road

GOROKA

Eastern Highlands Province

A soft copy should also be emailed to PNG.Tenders@careint.org. The Email should contain two separate files in .pdf format, labeled "Envelope A - technical offer" and the other "Envelope B - financial offer".

Tenders received by the Employer after this time will not be opened.

Lodging of a Tender will be held to imply that the Tenderer:

- A7.1 has revised the Bill of Quantities before tendering and allowed for everything pertaining to the Works.
- A7.2 has fully examined the Tender Documents and makes a bona fide offer to complete the whole of the Works described therein within the stipulated Contract Period for the sum stated in the Tender:
- A7.3 undertakes to execute with the Employer the Form of Contract referred to in the Conditions of Contract and embodying all the conditions and terms stated therein; and
- A7.4 agrees that the Employer is not necessarily bound to accept the lowest or any Tender.

Queries of Technical Details and Addenda

Any queries by intending Tenderers or the interpretation of technical details of the specification should be addressed to:-

Michael Zuino
The Project Manager - WASH
WASH Nissan
CARE International in PNG
P O Box 1157
GOROKA
Eastern Highlands Province.

Or via email to:-

Email: michael.zuino@careint.org

Addenda to the Tender Documents can be re-issued prior to the date of delivery of Tenders for the purpose of clarifying the Documents or to reflect modifications in the design or to the Contract terms. Tenderers in doubt as to the true meaning of any part of the Tender Documents should at once notify the Project Manager and obtain clarification prior to delivering their tender. Any interpretations of the Tender Documents will be made only by formal addendum to the Tenderer or organisation to whom a set of the Tender Documents has been issued. The recipient shall acknowledge receipt of each addendum in his Tender covering letter. All addenda issued become part of the Contract Documents.

A8. Transportation Dates

The Tenderer shall submit with his Tender on the schedule provided, the details of the

transportation dates

A9. Company Ownership

The Tenderer shall submit with his Tender on the schedule provided, the details of the company ownership.

A10. Financial Capacity

The Tenderer shall submit with his Tender on the schedule provided, details of the Financial Capacity of his Company including type of organisation, address, NIDA registration number, Company registration, principal officers, liabilities, assets and shareholding.

A11. Contract Experience

The Tenderer shall provide on the schedule provided, details of projects undertaken during the last five (5) years. The Employer reserves the right to contact previous project clients for reference.

A12. Key Personnel

The Tenderer shall submit with his Tender on the schedule provided the names, classification, qualifications and full particulars regarding key persons he intends to employ regularly on the work.

A13. Sub-Contractors

The Tenderer shall submit with his Tender on the schedule provided the names and full particulars regarding any sub-contractors to whom he intends to sublet a portion of the works.

A14. Purchase & Supply Programme

The Tenderer shall submit on the schedule provided a detailed purchase and supply programme for the works. Further programme information may be submitted at the discretion of the Tenderer.

SECTION B

CONDITIONS OF TENDERING

Section B

CONDITIONS OF TENDERING

B1. Nature of Contract

The Contract for which a Tender in accordance with these Conditions is made is a Supply Contract, and all work performed under it shall be in conformity and accordance with and subject to Tender Documents as defined in Clause B2 below.

B2. Tender Documents

The Tender Documents shall be the instructions to Tender, these Conditions of Tendering, the Conditions of Contract including Annexures, the Specification including any Schedule thereto, the Tender, any drawings and written statements required by any of the above documents to be submitted by the Bidder.

B3. Contents of Tender

B3.1 The Tender shall be submitted upon the Form of Tender provided and with the documents referred to in Clause B2 of these Conditions shall be deemed to form part of the Tender. The Tenderer shall sign the Tender or, if the Tenderer be a Corporation, affix its common seal in the manner prescribed by its Articles of Association or otherwise have the tender signed appropriately and formally and the signature witnessed.

B3.2 Each Tender shall contain a postal address and email address for service of any notices necessary or required to be or which may be served on or given to the Tenderer in connection with his Tender.

B3.3 Each Tender shall set forth the full forenames, surname, and address of the Tenderer (if a person), and when the Tender is in the name of a firm the names in full and addresses of each member of the firm. When the tender is by a Company there shall be set forth the name of the Company and the address of the Registered Office of the Company.

B4. Tenderer to Inform Himself Fully

B4.1 The Tenderer is required to acquaint himself with all the conditions relating to the Contract and to be fully aware of and familiar with the area in which the works under the Contract as required.

B4.2 If a Tenderer has any doubt as to the meaning of any portion of the documents issued by the Employer for the purpose of Tendering he shall when submitting his Tender include a statement of the interpretation upon which he relies and on which his Tender has been prepared.

B5. Lodgement of Tenders

The Tender is to be couriered and lodged with the Tenders Team, CARE International in PNG, Lot 3, Section 84, Airport Road, Goroka, Eastern Highlands Province. Tenders must be enclosed in a sealed envelope, unmarked except for the addresses and endorsements as stated in Section A4 above.

B7. Informal Tenders

Any Tender may be rejected which does not comply with the requirements of, or which contains provisions not required by the Tender Documents.

B8. Withdrawal of Tenders

A Tenderer may withdraw his Tender at any time after the expiration of 14 days from the date of closing of Tenders, but shall not withdraw his Tender prior to the expiration of such period.

B9. Acceptance of Tenders

B9.1 The Employer shall not be bound to accept the Tender with the lowest value, or any Tender.

B9.2 A Tender shall be deemed to be accepted when a notice in writing of such acceptance is handed to the Tenderer or posted to him to the address furnished by him pursuant to Clause B3.2 above. In the latter case the time of posting shall be deemed to be the time of acceptance.

SECTION C

CONDITIONS OF CONTRACT

SECTION C

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

CLAUSE 1

SUB-CLAUSE 1.1 - DEFINITIONS

- (a) The 'Employer' is CARE International in PNG whose representative is the Project Manager, WASH Nissan or the person who from time to time acts in the position of the Project Manager.
- (b) The 'Engineer' is the Principal Project Manager, CARE international in PNG, WASH Nissan Project or the person who from time to time acts in the position of Project Manager, or his appointed representative.

CLAUSE 2

Sub-Clause 2.1 - Language and Law

- (a) The Contract Documents are drawn up in the English language which shall be the ruling language.
- (b) The Contract shall be governed and construed with reference to the law for the time being in force in the state of Papua New Guinea.

CLAUSE 3

Sub-Clause 3.1 - Currency

- (a) The currency to be used is Papua New Guinea Kina (PGK)

CLAUSE 4

Sub-Clause 4.1 - Terms of Delivery

- (a) The contractor is responsible for the delivery of materials to Waira Plumbing, Building and Maintenance LTD, bulk materials Takubar Yard, Section 7 Allotment 76 Takubar, Rabaul, East New Brittan, Papua New Guinea

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- (b) All materials to be delivered to the location prescribed in Sub-Clause 4.1 (a) is to be secured in weather proof wrapping. Weather proof wrapping is not required for tanks and roofing iron.
 - (c) The Tender must indicate the ready for shipment date, the port of departure, the approximate date of departure, the duration of the voyage to Rabual and the date of delivery to location prescribed in Sub -Clause 4.1 (a)
 - (d) If goods are to be transshipped, the number and the possible ports of transshipment must be clearly stated in the Tender
 - (e) Materials that are delivered to the location prescribed in Sub -Clause 4.1 (a) in shipping containers, must be unpacked from the containers at the storage yard. The unpacking and the removal of the shipping containers is the responsibility of the contractor
 - (f) Boxes carrying fittings and Cement bags are to be unloaded and left in a covered area part of the yards
 - (g) Materials must be delivered to location prescribed in Sub -Clause 4.1 (a) between 7th March 2011 and 20th March 2011

CLAUSE 5

Sub-Clause 5.1 - Inspection

- (a) The Engineer will appoint a person to conduct a qualitative and quantitative inspection of products, the packaging, the markings, and the final securing of materials on plates ready for shipment
- (b) The inspection is to occur in Lae, prior to shipment to Rabual, unless the contractor is situated in Rabaul. In this instance the inspection will occur in Rabual prior to transportation to the location prescribed in Sub-Clause 4.1 (a)
- (c) The cost associated with storing the materials in Lae or Rabual for the inspection is at the sole expense of the contractor

CLAUSE 6

Sub-Clause 6.1 - Visibility and Marking

- (a) The packing of goods and the outside of the covered items in weather proof wrapping, is to be clearly marked with the text “WASH NISSAN ISLAND PROJECT – CARE INTERNATIONAL PNG”
- (b) In addition, the packing of goods is also to be marked with number that corresponds to a delivery docket that references the contents of the package

CLAUSE 7

Sub-Clause 7.1 - Sanction

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- (a) The tender must deliver the materials to the location prescribed in Sub-Clause 4.1 (a) between the 7th March 2011 and 20th March 2011. Every day exceeding this date will be sanctioned at the daily rate of 15,000 PGK per day. This fine will be subtracted from the amount to be paid by CARE International in PNG.
 - (b) If the Engineer finds (through inspection) that quantities are missing or rejected because of failing to meet the quality standards, the contractor commits itself to ship the destination prescribed in Sub-Clause 4.1 (a) within 20 working days.

CLAUSE 8

Sub-Clause 8.1 - Variation of the Bill of Quantities Prescribed in Section G

- (a) CARE International in PNG reserves the right, at its own discretion, to vary the quantities in the Bill of Quantities
- (b) CARE International in PNG reserves the right, at its own discretion, to remove items from the Bill of Quantities
- (c) Any variation prescribed in Sub-Clause 8.1 (a) and (b) is to no more than 12% of total contract value

CLAUSE 9

Sub-Clause 9.1 - Clarification

- (a) Tenderers may submit questions as they relate to the tender be either in writing or email to the Program Manager – WASH (email: michael.zuino@careint.org) up to 10 working days prior to the submission deadline
- (b) CARE International in PNG may request additional information from Tenderers post submission of Tenders. This information is to be provided within 5 working days.

CLAUSE 10

Sub-Clause 10.1 - Terms of Payment

- (a) CARE International in PNG standard terms of payment will be 30 days after the receipt of goods and services.

CLAUSE 11

Sub-Clause 11.1 - Contractor's Superintendence

The Contractor's authorised representative shall be fluent in the English language.

CLAUSE 12

Sub-Clause 12.1 - Insurance of the Works etc

All insurance required under this Clause or any other clauses in the Conditions of Contract shall be effected with an insurer.

CLAUSE 13- COMPLIANCE WITH CARE'S VALUES**Sub-Clause 13.1 – Anti Terrorism**

The contract or its partner/s (if any) must ensure that no material is being provided to any proscribed or listed terror organization or individuals. CARE International will provide detailed information to the contract. The contractor or its partner/s must ensure that the implementing partner organizations understand and agree to undertake due diligence in complying with the contract and legal obligations, particularly checking that materials support is not provided to proscribed or listed terror organizations or individuals.

The Contract must, in the event that discover evidence of the provision of support to proscribed and listed organization or individuals, immediately inform CARE International in PNG Program.

Sub-Clause 13.2 – Anti Corruption

The contract or its partner/s (if any) must ensure that no offer, payment, consideration of benefit of any kind, which constitutes illegal or corrupt practice shall be made-neither directly or indirectly as an inducement or reward in relation to tendering, award of contract, or execution of the contract. Any such practice will be ground for immediate cancellation of this contract and filling of court case as appropriate.

Sub-Clause 13.3 – Child Protection

CARE is fighting against domestic violence in all forms worldwide and therefore will not accept staff of associated organization or contractors using violence in their relationships.

CARE requires its partners to ensure that their staff do not harm, harass, or abuse children in any form. The Contractor, in the event that they discover evidence of any form of child abuse, harassment or any other form of harm to children through their staff will immediately inform CARE International in PNG Program Manager.

Sub-Clause 13.4 – Ethics

Any attempt by a candidate, applicant or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders and applications will lead to the rejection of its candidacy, proposal or tender.

For the duration of the contract, the contractor and its staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Elimination of forced and compulsory labour; Elimination of forced

and compulsory labour; Abolition of child labour).

More specifically, all tender dossiers and contracts for works, supplies and services must include a clause stipulating that tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses (eg commission).

CLAUSE 14 - COMPLIANCE WITH STATUTES, ETC

Sub-Clause 14.1 - Statutes, Regulations and Notices

The Contractor shall comply with the requirements of all Acts of the National Parliament and with all regulations, by-laws, orders or proclamations made or issued under any such Act and with the lawful requirements of public municipal and other authorities in any way effecting or applicable to the work under the Contract.

CLAUSE 15 - COMMENCEMENT OF WORKS

Sub-Clause 15.1 - Commencement of the Works

Commencement Date for the Contract is 1 day after receipt of the letter of acceptance as defined in clause B9 of the Conditions of Tendering.

Thereafter the Contractor shall proceed with due expedition and without delay.

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CLAUSE 16 - SETTLEMENT OF DISPUTES

Sub-Clause 16.1 - Engineer's Decision and Arbitration

If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with, or arising out of the contract, or the execution of the Works, whether during the progress of the Works or after the termination, abandonment or break of the Contract, it shall, in the first place, be referred to and settled by the Engineer who shall, within a period of ninety days after being requested by either party to do so, give written notice of his decision to the Employer and the Contractor.

Subject to arbitration, as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor and shall forthwith be given effect to by the Employer and by the Contractor, who shall proceed with the execution of the Works with all due diligence whether he or the Employer requires arbitration, as hereinafter provided, or not.

If the Engineer has given written notice of his decision to the Employer and the Contractor and no claim to arbitration has been communicated to him by either the Employer or the Contractor within a period of ninety days from receipt of such notice, the said decision shall remain final and binding upon the Employer and the Contractor. If the Engineer shall fail to give notice of his decision, then and in any such case either the Employer or the Contractor may within ninety days after receiving notice of such decision, or within ninety days after the expiration of the first-named period of ninety days, as the case may be, require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision, if any, of the Engineer has not become final and binding as aforesaid shall be finally settled by arbitration in Papua New Guinea under the provisions of the Arbitration Act 1951 of Papua New Guinea.

No decision given by the Engineer in accordance with the foregoing provision shall disqualify him from being called as a witness and giving evidence before the arbitrator/s on any matter whatsoever relevant to the dispute or difference referred to the arbitrator/s as aforesaid. The reference to arbitration may proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.

CLAUSE 17

Sub-Clause 17.1 - Notice to Employer and Engineer

- (a) The Employer's address is :-
Country Director
CARE International in PNG
PO Box 1175
GOROKA EHP 441
PAPUA NEW GUINEA
- (b) The Program Manager's address is :-

The Program Manager - WASH

CARE International in PNG
PO Box 1175
GOROKA EHP 441
PAPUA NEW GUINEA

CLAUSE 18

Sub-Clause 18.1 - Increase or Decrease of Cost.

The Contract Price shall not be subject to any adjustment in respect of all forms of remuneration paid to employees and in respect of prices or materials or hire of plant, or any other costs and expenses, or any other matters affecting the cost or execution of the Contract.

CLAUSE 19 - TAXATION

Sub-Clause 19.1 - PNG Income Tax

The Contractor will be required to pay Papua New Guinea Income Tax and all other taxes and levies respect of the Contract chargeable under the laws for the time being in force.

Sub-Clause 19.2 - Staff Income Tax

The Contractor's staff will be liable to pay Papua New Guinea Income Tax and all other taxes and levies in respect of such of their salaries as are chargeable there with under the lasws for the time being in force and the Contractor shall perform such duties in regard to the deduction thereof as may be lawfully imposed on him.

CLAUSE 20

Sub-Clause 20.1 - Contractor's Responsibilities Unaffected by Approval

Where under the terms of this Contract the approval of the Engineer is required such approval, if any, shall not relieve the Contractor of any other obligation duty responsibility or liability either in law or under the terms of this Contract.

Sub-Clause 20.2 - Bribery

Any commission advantage, gift, gratuity reward or bribe given promised or offered by or on behalf of the Contractor or his agent or servant or any other person on his or their behalf to any officer servant representative or agent of the Employer or of the Engineer or of the Engineer's Representative or to any person on their behalf or on behalf of any of them in relation to the obtaining or to the execution of this or of any other contract with the Employer shall in addition to any criminal liability which may be thereby incurred subject the Contractor to the cancellation of this and of all other Contracts which he may have entered into with the Employer and also to the payment of any loss or damage resulting from such cancellation. The Employer shall be entitled upon a certificate in writing of the Engineer to deduct the amount so certified from any monies otherwise due to the Contractor under this or any other Contractor or to recover the said amounts as a debt due or partly the one and partly the other as the Employer shall see advisable.

CLAUSE 21**Sub-Clause 21.1 - Papua New Guinea Contract**

- (a) The Contract shall be and be deemed to be a Contractor of Papua New Guinea and shall accordingly be governed by and construed according to the laws for the time being in force in Papua New Guinea. The international point of arbitration will be in Australia.

SECTION D
SPECIFICATION

SECTION D

SPECIFICATION

D1 BILL OF QUANTITY AND DOCUMENTATION

D1.1 Specification

The Specification referred to in the Contract shall include the latest editions of the Standard Specifications prepared by the Government of Papua New Guinea, Department of Works Engineering, Architectural Branches and relevant manufactures' manual. The governing technical specification shall be the latest editions.

The intent of the Contract and the Specification is to provide for the work set out and described herein to be completed. Where an item is usual or necessary or it is reasonably or properly to be inferred in the type of work generalised in the Specification but not specifically mentioned, it shall be deemed to be included in the Specification.

All sections of the Specification and Drawings shall be taken in conjunction and any provisions or clauses in any one section shall be taken as referring to all other sections if such provisions or clauses are in any way applicable. No responsibility, either direct or implied, is assumed by the Engineer for omission or duplication by the Contractor or his sub-contractors due to any real or alleged error in the arrangement (as distinct from the content) of this Specification.

Should the Contractor become aware, during the tender period, of any discrepancies between the Drawings and in the Specification, such discrepancy is to be brought to the attention of the Engineer with a view to equitable interpretation. Otherwise the Contract shall be deemed to cover the alternative which involves the greater cost.

The Contractor shall perform the operations and supply and fix the materials and components mentioned herein and/or on the Drawings, and shall provide therefore all necessary labor; equipment and incidentals, unless the responsibility is expressly stated to be that of others.

D2 MATERIALS AND WORKMANSHIP GENERALLY

D2.1 Use of Imported Materials/Equipment

Should the Contractor or one of his sub-contractors propose to use imported materials/equipment where the value of an individual item (or the total of a class or items such as window glazing, locks, etc.) exceeds K15,000, he must as soon as practicable for the item concerned, submit to the Engineer a schedule of such items indicating the country of origin, price, reason for proposing imported materials/equipment and an indication whether a comparable Papua New Guinea article is available (comparable as regards quality and availability). In the event of a suitable item of Papua New Guinea origin being available, the schedule should also indicate the price variation (if any) which would be involved if the Employer wishes to specify that items of Papua New Guinea origin be substituted for those proposed.

D2.2 Standards

Materials:-

Unless otherwise specified, shall be new and of the best quality of the respective kinds specified, and all subject to the Engineer's approval.

The Contractor shall remove condemned materials from the site at once; treat materials damaged on site as condemned; use proprietary materials and products strictly in accordance with maker's instructions and deliver to the site in their original unbroken containers; supply evidence, if required, of the quality of materials.

Standards:-

Unless otherwise specified current editions (incorporation current amendments) of National Standards Council of Papua New Guinea Specifications and Codes shall apply to materials.

For areas not covered by these Specifications and Codes, current editions (incorporating current amendments) of Standards Association of Australia Specification and Codes shall apply.

D3 TECHNICAL SPECIFICATION

D3.1 Reference Specification – PNG Department of Works
Technical Specification for Standard Architectural Works where applicable

D3.2 Reference Specification for individual materials

SECTION E EVALUATION OF TENDERS

SECTION E

EVALUATION OF THE TENDERS

E1 INFORMATION ON THE EVALUATION OF THE TENDERS

Submissions will be evaluated in accordance with the EU-RWSSP programme guidelines and the two envelope tender procedure.

E1.1 Scoring Scale for Non-Price Evaluation Criteria

The following scale, based upon the Programme and CARE International guidelines, will be used to score the contents of the tender, is as follows:

| | |
|---|---------------------------------------|
| 5 | Exceeds requirements |
| 4 | Meets all requirements |
| 3 | Meets most of the requirements |
| 2 | Meets many of the requirements |
| 1 | Meets some of the requirements |
| 0 | Fails to meet any of the requirements |

E1.2 Weighting of Scores

Each score is weighted, depending on their relative importance.

E1.3 Evaluation Matrix

| Factors | | | Maximum Score | Bidder 1 | Bidder 2 | Bidder 3 |
|---------|---|---------------------|---------------|----------|----------|----------|
| 1 | Ability to supply all materials as specified in LOT 1 | Score | 35 | | | |
| | | Score Weighting [7] | | | | |
| 2 | Ability to supply quantities on Tendered items | Score | 40 | | | |
| | | Score Weighting [8] | | | | |
| 3 | Quality of material being quoted | Score | 25 | | | |
| | | Score Weighting [5] | | | | |
| 4 | Company Ownership and Financial Capacity | Score | 10 | | | |
| | | Score Weighting [2] | | | | |
| 5 | Contract Experience and Personnel | Score | 15 | | | |
| | | Score Weighting [3] | | | | |
| 6 | Sub-Suppliers | Score | 10 | | | |
| | | Score Weighting [2] | | | | |
| 7 | Proposed Purchase and Supply Programme | Score | 20 | | | |
| | | Score Weighting [4] | | | | |
| 8 | Proposed Transportation Dates | Score | 20 | | | |
| | | Score Weighting [4] | | | | |

| | | | | | | |
|----|--|----------------------|-----|--|--|--|
| 9 | Additional Information | Score | 10 | | | |
| | | Score Weighting [2] | | | | |
| 10 | Clarity of presentation and completeness of tender information | Score | 15 | | | |
| | | Score Weighting [3] | | | | |
| 11 | Total Costs | Score | 100 | | | |
| | | Score Weighting [20] | | | | |

E1.4 Final Evaluation

The scores recorded in the evaluation matrix will be used to determine the final outcome of the Tender.

SECTION F

FORM OF TENDER

SECTION F

FORM OF TENDER

CONTRACT FOR:

Notes: The Appendix form part of the Tender.

Tenderers are required to fill up all the blank spaces in the Tender Form and Appendices.

TO: CARE International in PNG

THE TENDERS TEAM,

1. Having examined the Conditions of Contract, Specification, Schedules of Rates and all other documents issued for the purpose of this Tender for the execution of the above-named works, we, the undersigned, offer to execute complete maintain the whole of the said works in conformity with said Conditions of Contract, Specification, Schedule of Rates, or other such rates as may be ascertained in accordance with the said Conditions for the Total Sum of.....
.....(K.....)
2. We undertake if our Tender is accepted to commence any Works within 1 day of receipt of the CARE’s Tender Team order to commence, and to complete and deliver the whole of the Works comprised in the Contract according to the dates included in our Tender.
3. We agree to abide by this Tender for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Tender, together with our written acceptance thereof shall continue to be a binding contract between us.
5. We understand that you are not bound to accept the Tender with the lowest rates or any tender you may receive.

Initials of Signatory :.....

Dated this.....day of.....2005

Signature (s):

in the capacity of:

Duly authorised to sign Tenders on behalf of:

.....

(IN BLOCK CAPITALS)

Common Seal:
(if applicable)

Name & Address:
(Section B3.3):

Witness : _____

Name : _____

Address :

Email Address: _____

Occupation : _____

Address for Notices: _____

(Section B3.2)

SECTION G

SCHEDULES TENDER

SECTION G

SCHEDULES TO THE TENDER

To be included in Envelope A – Technical Offer

| | |
|------------|--|
| SCHEDULE A | Company Ownership |
| SCHEDULE B | Financial Capacity |
| SCHEDULE C | Contract Experience |
| SCHEDULE D | Key Personnel |
| SCHEDULE E | Proposed Sub-Contractors |
| SCHEDULE F | Proposed Purchase and Supply Programme |
| SCHEDULE G | Proposed Transportation Dates |
| SCHEDULE H | Additional Information |
| SCHEDULE I | Bills of Quantities (Attached) |

To be included in Envelope B – Financial Offer

| | |
|------------|------------|
| SCHEDULE J | Costed Bid |
|------------|------------|

SCHEDULE A

Details of Company Ownership

The business/Company Tendering for this Contract No.: _____ is*

- a) Entirely owned by indigenous persons and is
 - Incorporated into a registered company
 - A co-operative
 - A partnership
 - A one-owner business
 - Other (specify)

OR b) A partnership with a written/unwritten agreement with an expatriate ownership of% having K.....capital.

OR c) A registered private or public company, expatriate interests holding.....shares of K..... each to a total of K.....

AND

indigenous interests holding.....shares of K.....each to total of K.....

OR d) A council, mission or other organization, with details of business ownership as follows:-

.....

.....

.....

.....

* Delete and/or complete as appropriate.

SCHEDULE B

Details of Financial Capacity

1. Name of Company/Business:
2. Nationality of Company/Business:
3. Type of Organization:
4. Year Established:
5. Head Office Address:
.....
6. Local Office Address:
- Tel/Telex/Fax:
7. NIDA Registration No.:.....(Certificate required)
Company Registration No.:.....(Certificate required)
8. Name and Position of Principal Officers in Local Offices:

| | | | |
|-------|-------|----------|-------|
| Name: | | Position | |
| | | | |
| | | | |
9. Name and Address of Associated Company or Agent in Papua New Guinea:

| | |
|----------|-------|
| Name: | |
| Address: | |
| | |
| | |
10. Total Liabilities: K.....
11. Total Assets: K.....
12. Bank Reference:.....
13. Number of employees from East New Britain Province working for the Company
This represents% of the workforce.

SCHEDULE C**Details of Contract Experience**

The CARE International in PNG reserves the right to contact clients for reference.

| Contract | Location | Client | Contract Value | Commencement Date | Completion Date | Percentage Complete |
|----------|----------|--------|----------------|-------------------|-----------------|---------------------|
|----------|----------|--------|----------------|-------------------|-----------------|---------------------|

SCHEDULE D**Details of Key Personnel**

The Tenderer shall note below all Superintendent and Supervisory Staff who will be employed on the Contract during the year.

| Name | Position Description | Expatriate or Papua New Guinean | Qualifications | Experience (namely contracts previously worked on) |
|------|-------------------------|------------------------------------|----------------|--|
|------|-------------------------|------------------------------------|----------------|--|

SCHEDULE E**Proposed Sub-Suppliers**

The Tenderer shall list below the names of any proposed sub-contractors which he intends to use or may use on any works for the duration of the contract

| Name of Company | Address | Types of work to be sub-Contracted |
|-----------------|---------|------------------------------------|
| ----- --- | | |

SCHEDULE G

Proposed Transportation Dates

| | |
|--|--|
| Name of Ship | |
| Number of shipments required to deliver all materials listed in LOT 1 from suppliers location to the storage yard prescribed in Sub-Clause 4.1 | |
| Description of how the materials are to be delivered to the storage yard prescribed in Sub-Clause 4.1 | |
| Shipment Date | |
| The Port of Departure | |
| The date and address the materials will be ready for inspection. (NOTE: For Bidders who are supplying from Rabual the inspection is in Rabual, for all others the inspection is in Lae) | |
| The planned date of departure from Lae to Rabaul (If Applicable) | |
| The approximate delivery date of materials to storage location prescribed in Sub-Clause 4.1 | |

SCHEDULE H

Additional Information

If there is any information that the Tenderer feels is important and relevant to submit as part of their submission, please provide this information in this section.

SCHEDULE I
BILLS OF QUANTITIES

LOT:1

| Location | Material Description | Unit | Quantity | Able to Supply (Indicate yes / no) | Make / Model / Brand | Meet Clause D2.2, Sect. D |
|-----------------|--|-------------|-----------------|---|-----------------------------|----------------------------------|
| Roof covering | 0.48 corr. zincalume roof shts @ 0.76x7m | shts | 640 | | | |
| Plumbing | 40x32 Nipple (PVC) | item | 90 | | | |
| | 40x20 Reducing Bush | item | 90 | | | |
| | 32mm Gate Valve (Tested) | item | 90 | | | |
| | 32x20 Reducing Bush (PVC) | item | 90 | | | |
| | 20mm Male Poly Adaptor | item | 180 | | | |
| | 20mm Poly Elbow (Metric Compression) | item | 180 | | | |
| | 20mm PVC Faucet Take off Adaptor | item | 180 | | | |
| | 20mm Elbow (PVC)- Pressure | item | 180 | | | |
| | 20mm Brass Hose tap | item | 90 | | | |
| | 20mm Poly Pipe (PE80B,PN14) | meters | 2700 | | | |
| | 20mm PVC pipe (pressure) | item | 90.0 | | | |
| Guttering | 100mm PVC Pipe (waste) | item | 298 | | | |
| | 100mm PVC Tee joint | item | 90 | | | |
| | 100mm PVC Elbow (Waste) | item | 90 | | | |
| | 100mm PVC Plain End Cap (waste) | item | 180 | | | |
| | PVC Gutter Straps | item | 708 | | | |
| Nails | Roofing nails at 500g packet | item | 360 | | | |
| | 100mm Nails at 500g packet | item | 186 | | | |
| | 75mm Nail at 500g | item | 186 | | | |

| | | | | | |
|---------------------|---|-------|-------|--|--|
| | packet | | | | |
| | 50mm Nail at 500g packet | item | 124 | | |
| Tanks | 9000L tuffa Tank | item | 90.0 | | |
| Concrete | 40kg cement Bags | Item | 720.0 | | |
| Tie wire | 1.6mm x 1kg | Roll | 90 | | |
| | | | | | |
| Tools | Claw Hammer | Item | 42 | | |
| | Engineers Hammer | Item | 42 | | |
| | Wood Saw | Item | 41 | | |
| | Bolt Cutters 18" | Item | 22 | | |
| | Pliers | Item | 21 | | |
| | Shovel | Item | 40 | | |
| | Crow Bar | Item | 80 | | |
| | Hack Saw | Item | 21 | | |
| | Hack Saw Blades | Item | 66 | | |
| | Wrench 14" | Item | 21 | | |
| | Saw Set | Item | 15 | | |
| | Thread Tape | Item | 90 | | |
| | Pvc Glue (solvent Cement) | Item | 90 | | |
| | Pyrada strap roof bracing @ 10m coil | coil | 180 | | |
| | Ropes | m | 100 | | |
| | Paint brush | Item | 2 | | |
| | Pipe Cutter / Threader | Item | 3 | | |
| | Jigsaw | Item | 1 | | |
| | Ratchet Straps (10,000 lbs Breaking Load) | Item | 4 | | |
| | Pliers | Item | 21 | | |
| | Selley's Fibre Glass Repair Kit | Item | 90 | | |
| | Nail Plates (gang Nail) | Item | 2700 | | |
| | | | | | |
| Sanitaion materials | Visqueen at 50m | Rolls | 15 | | |
| | Cements bags | item | 232 | | |
| | 50mm Vent Pipe (PVC) | item | 116 | | |
| | 50mm Vent Caps | item | 232 | | |
| | Tie wires | item | 58 | | |
| | 50mm nails - otled head | item | 232 | | |
| | 75mm nail - jolted | item | 232 | | |

| | | | | | | |
|--|-----------------------------|------|-----|--|--|--|
| | head | | | | | |
| | 100mm nail - jolted head | item | 232 | | | |

SCHEDULE J

COSTED BID

LOT:1

| Location | Material Description | Unit | Quantity | Unit Cost | Cost |
|---------------|--|--------|----------|-----------|------|
| Roof covering | 0.48 corr. zincalume roof shts @ 0.76x7m | shts | 640 | | |
| Plumbing | 40x32 Nipple (PVC) | item | 90 | | |
| | 40x20 Reducing Bush | item | 90 | | |
| | 32mm Gate Valve | item | 90 | | |
| | 32x20 Reducing Bush (PVC) | item | 90 | | |
| | 20mm Male Poly Adaptor | item | 180 | | |
| | 20mm Poly Elbow (Metric compression) | item | 180 | | |
| | 20mm PVC Faucet Take off Adaptor | item | 180 | | |
| | 20mm Elbow (PVC)- Pressure | item | 180 | | |
| | 20mm Brass Hose tap | item | 90 | | |
| | 20mm Poly Pipe (PE80B, PN14) | meters | 2700 | | |
| | 20mm PVC pipe (pressure) | item | 90.0 | | |
| Guttering | 100mm PVC Pipe (waste) | item | 298 | | |
| | 100mm PVC Tee joint | item | 90 | | |
| | 100mm PVC Elbow (Waste) | item | 90 | | |
| | 100mm PVC Plain End Cap (waste) | item | 180 | | |
| | PVC Gutter Straps | item | 708 | | |
| Nails | Roofing nails at 500g packet | item | 360 | | |
| | 100mm Nails at 500g packet | item | 186 | | |
| | 75mm Nail at 500g packet | item | 186 | | |
| | 50mm Nail at 500g packet | item | 124 | | |
| Tanks | 9000L tuffa Tank | item | 90.0 | | |
| Concrete | 40kg cement Bags | Item | 720.0 | | |
| Tie wire | 1.6mm x 1kg | Roll | 90 | | |
| Tools | Claw Hammer | Item | 42 | | |
| | Engineers Hammer | Item | 42 | | |
| | Wood Saw | Item | 41 | | |
| | Bolt Cutters 18" | Item | 22 | | |
| | Pliers | Item | 21 | | |

| | | | | | |
|--|---|-------|------|--|--|
| | Shovel | Item | 40 | | |
| | Crow Bar | Item | 80 | | |
| | Hack Saw | Item | 21 | | |
| | Hack Saw Blades | Item | 66 | | |
| | Wrench 14" | Item | 21 | | |
| | Saw Set | Item | 15 | | |
| | Thread Tape | Item | 90 | | |
| | Pvc Glue (solvent Cement) | Item | 90 | | |
| | Pyrada strap roof bracing @ 10m coil | coil | 180 | | |
| | Ropes | m | 100 | | |
| | Paint brush | Item | 2 | | |
| | Pipe Cutter / Threader | Item | 3 | | |
| | Jigsaw | Item | 1 | | |
| | Ratchet Straps (10,000 lbs Breaking Load) | Item | 4 | | |
| | Pliers | Item | 21 | | |
| | Selley's Fibre Glass Repair Kit | Item | 90 | | |
| | Nail Plates (gang Nail) | Item | 2700 | | |
| | | | | | |
| | Sanitaion materials | | | | |
| | Visqueen at 50m | Rolls | 15 | | |
| | Cements bags | item | 232 | | |
| | 50mm Vent Pipe (PVC) | item | 116 | | |
| | 50mm Vent Caps | item | 232 | | |
| | Tie wires | item | 58 | | |
| | 50mm nails - otled head | item | 232 | | |
| | 75mm nail - jolted head | item | 232 | | |
| | 100mm nail - jolted head | item | 232 | | |
| | Materials Total (A) | | | | |

| Other Costs | Description | Units | Quantity | Unit Cost | Total Cost |
|--------------------|----------------------------------|--------------|-----------------|------------------|-------------------|
| | Shipping | | | | |
| | Road Transport | | | | |
| | Customs Clearance | | | | |
| | (Add any additional costs) | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | Sub Total Other Costs (B) | | | | |

| | |
|----------------------|--|
| Materials Cost (A) | |
| Other Costs (B) | |
| Total Cost (A) + (B) | |