
Annexure Part D – Scope of Works
LTA Karavi Weighbridge Station

SECTION 1: SPECIAL CONDITIONS OF CONTRACT

1.1 CONTRACTOR'S ADMINISTRATIVE ARRANGEMENTS

The Contractor shall allow for:

- i. Head office administration on site;
- ii. 20 foot air conditioned meeting container with table
- iii. and ten chairs for site meetings;
- iv. Site supervision at times on site;
- v. Site security 24 x 7;
- vi. Health, safety and welfare of employees, subcontractors & site visitors;
- vii. Transport of employees to site;
- viii. Temporary site office including storage;
- ix. Telephone and internet connection on site for project correspondence;
- x. Temporary power and water – note that WAF water supply is not available on site;
- xi. Temporary power and lighting during construction;
- xii. Temporary toilets for employees and staff with separate male & female;
- xiii. Temporary separate toilets for Principal and consultants;
- xiv. OHS safety signage and notice board;
- xv. 2 X Site Public Information Signboard 2400mm x 1200 mm in two directions from Lautoka and Ba;
- xvi. Temporary hoarding and gates;
- xvii. Provision of PPE for all employees;

1.2 SITE SECURITY

- i. The Contractor shall not allow any person onto the site who is not directly concerned with the execution and performance of the contractual activities unless prior written approval has been obtained from the Superintendent;
- ii. The Contractor, its employees and sub-contractors shall adhere to the Superintendent's directions and the contractor's approved induction policies and Construction Environmental Management Plan.

1.3 CONTRACTOR'S ATTENDANCE

- i. The contractor shall allow for attendance to the Principal's appointed agent (Weightronics) for the supply, installation and commissioning of the weighbridge equipment. Such attendance shall include:

- ii. Allow to pick up of the containerised weighbridge from the LTA Lautoka yard, delivery to site and return of the empty container to the LTA Lautoka yard. Container and weighbridge weigh approximately 10.6 tonnes;
- iii. Provision of a laydown area on site with 10m clear around the container on flat, solid ground;
- iv. Allow for on-site craning for the orderly removal of weighbridge equipment under the direction of the Principal's agent;
- v. Allow for the installation of conduits and draw wires between the weighbridge operator and the weighbridge and electrical power supply required for commissioning;
- vi. The contractor shall allow for attendance to the Principal's agent and the Ministry of Labour for the testing of the weighbridge and the deployment of relevant weights and equipment during the commissioning tests.

1.4 CONTRACTOR TO EXAMINE DOCUMENTS, SITE AND CONDITIONS

The Contractor shall be deemed to have:

- i. Examined the form of Contract, Annexures and Instrument of Agreement which will be executed by the Contractor and the Principal;
- ii. Familiarised itself with all information relevant to the risks, contingencies and other circumstances having effect on the Contract which is obtainable by the making of reasonable enquiries;
- iii. Satisfied itself as to the correctness and sufficiency of the Contract design documentation and that his rates cover the cost of complying with all other obligations under the Contract, including the specific conditions imposed by statutory authorities for the project development relevant to the contractor's work;
- iv. Examined the scope of services and all other information and material made available by the Principal to the Contractor;
- v. Examined all information which is relevant to the risks, contingencies and other circumstances which could adversely affect the Contractor's entry into the Contract and which is obtainable by the making of reasonable enquiries;
- vi. Examined the site and its surroundings;
- vii. Informed itself as far as practicable of all relevant physical conditions of the site, the climatic conditions at and nearby the site and the availability of public utility services to the site.
- viii. Examined the Development Conditions issued by the Ba Town Council, the Ministry of Environment and the Director of Town & Country Planning and has allowed for full compliance with all conditions relevant to the contractor's performance on site
- ix. Allowed for the submission of site-specific Contractor's Environmental Management Plan (CEMP), Traffic Management Plan, OHS Plan, Quality Assurance Plan and Programme.

1.5 SITE SETOUT & AS BUILT DRAWINGS

- i. The Contractor shall be deemed to have allowed for:
Registered Surveyor to set out the building, levels, crossings and fence lines relative to the site boundaries;
- ii. Registered Surveyor to accurately plot the location, depth and falls of all underground drains, conduits, pipes, collection pits and effluent disposal fields and to provide permanent markers of all such improvements and submit three sets of as-built drawings at the time of Practical Completion.

1.6 Shop Drawings

- i. Professional Structural Engineer MIE (FIE) / CPEng) to review and certify all shop drawings required for professional engineering certification in particular for aluminium extrusions and fixing as noted in the architectural drawings;

1.7 INSURANCE

1.7.1 All insurances held by the Contractor must extend full and effective cover in respect of the obligations and indemnities of the Contractor under this Contract. The following insurance covers are mandatory under the General Conditions of Contract and evidence of cover must be submitted within twenty-eight (28) days of the date of the Letter of Tender Acceptance:

For the Lead Contractor and coverage of all Sub-Contractors and Sub-Consultants, specific project cover is to be provided for:

Public Liability Cover of minimum FJ\$ 5,000,000
Contractor's All Risk of Contract Sum + 10%

For each **Sub-Contractor**:

Public Liability Cover of minimum FJ\$ 2,000,000

For each **Sub-Consultant**:

Public Liability Cover of minimum FJ\$ 1,000,000
Professional Indemnity Cover of FJ\$ 2,000,000

1.7.2 The Contractor must, where there is a claim on any insurance policy under this Contract and before there is any entitlement for the Contractor to claim under the insurance of any third party, pursue a claim under the Contractor's insurance for the full extent of the Contractor's liability.

1.7.3 Where there is a claim on any insurance policy for loss or damage for which the Contractor is liable, the Contractor must bear the cost of any deductible pursuant to the relevant insurance policy in proportion to its responsibility for the cause of such loss or damage.

1.8 PERFORMANCE BOND & RETENTIONS

1.8.1 Performance Bond is required to be submitted. The monetary value of the Bond shall be the **Contract Sum + 10%** and shall be submitted by the Contractor within twenty-eight (28) days from the date of Letter of Tender Acceptance. Performance Bond is to be in the form of a Bank Guarantee issued by a Bank

registered for trading in Fiji and shall be released to the Contractor upon the expiration of the Defects Liability Period.

1.8.2 Retention is to be 10% of the Contract Sum, deducted and held in trust from each payment due to the Contractor. 50% of the Retention money is to be released upon Practical Completion with the remainder 50% to be released after the expiration of the Defects Liability Period.

1.8.3 Note that Fiji Revenue & Customs Service requires payment of 5% advance income tax on Contracts. The Principal shall deduct 5% from the net VEP interim and pay FRCS direct on behalf of the Contractor and provide the FRCS receipt to the Contractor.

1.9 CONSTRUCTION PERIOD, DLP & LIQUIDATED DAMAGES

- i. **Construction Period** to be **32 weeks** from the date of the Letter of Tender Acceptance
- ii. **Defects Liability Period (DLP)** is to be **52 weeks** from the date of Practical Completion.
- iii. **Liquidated Damages** is to be **\$2000 per day**.

1.10 STATUTORY DECLARATION WITH PAYMENTS

1.10.1 Within seven (7) days of the date of payment of each Interim Payment and the Final Payment, the Contractor must provide a Statutory Declaration issued by its Authorised Officer that:

- The Contractor has carried out all the work claimed;
- All amounts due and payable to any sub-contractor, sub-consultant and supplier involved in the work have been fully paid in proportion to the value of their services and / or materials supplied to the Contractor on this project.

1.10.2 If such Statutory Declaration is not provided or is determined false by the Superintendent, the Superintendent is entitled to withhold any subsequent payment or take action in Law to recover the amount paid until a true Statutory Declaration is furnished and determined to be true by the Superintendent.

1.11 COPYRIGHT IN CONTRACTOR SUPPLIED DOCUMENTS

- i. In respect of rights which the Contractor may have or acquire under the Copyright Act or any amended or substituted legislation relating to the documents which the Principal is entitled to be provided by the Contractor pursuant to this Contract, the Contractor shall grant to the Principal an irrevocable licence to exercise such of those rights as necessary to multiple copies of all or any such documents and to use such copies for the purposes of the Contract and in the use, maintenance and disposal of the Karavi Weighbridge Station.
- ii. The licence shall be for the duration of the copyright in such documents shall be world-wide, royalty free, perpetual and exclusive.