

**Request For Proposal – Servicing of Mechanical Passenger Lifts Contract –REVENUE &  
CUSTOMS SERVICES COMPLEX  
RFP No. TN/...../2010**

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The Fiji National Provident Fund is now accepting proposals for selection of a contractor to provide Maintenance & Servicing of Mechanical Passenger Lifts to the FIRCA BUILDING commonly known as the **Revenue & Customs Service Complex**.

Instructions for preparation and submission of a proposal are contained in this package.

## **SECTION I**

### **INFORMATION & INSTRUCTIONS**

#### **1.0 Submission Requirements:**

**1.1 The complete original proposal must be submitted in a sealed package** and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked, **RFP No TN/..../2010 Maintenance & Servicing of Mechanical Passenger Lifts Contract**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

#### **1.2 Proposal Format:**

Proposals shall include the following information at a minimum:

- a. This request for proposal document signed by responsible party.
- b. Fee proposal.

**1.3 It is the sole responsibility of the Proposer** to assure that they have received the entire Request for Proposal (RFP).

**1.4 Proposers** will be notified in writing of any change in the specifications contained in this RFP.

**1.5 No verbal or written information** which is obtained other than through this RFP or its addenda shall be binding on the Fund. No employee of the Fund is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

**1.6 Right of Rejection and Clarification:** The FNPF reserves the right to reject any and all proposals and to request clarification of information from any proposer. The Fund is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

**1.7 Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information which the FNPF may deem necessary to further evaluate the proposer's qualifications.

**1.8 Denial of Reimbursement:** The FNPF will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

**1.9 Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FNPF for

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the purpose of influencing consideration of this proposal.

**1.10 Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

**1.11 Right of Negotiation:** The FNPF reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

**1.12 Right of Rejection of Lowest Fee Estimate:** The FNPF is under no obligation to award this project to the proposer having the lowest fee estimate. Evaluation criteria included in this document shall be used in evaluating proposals.

**1.13 Exceptions to the RFP:** It is anticipated that proposers may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the FNPF, and a description of the advantage to be gained or disadvantages to be incurred by the Fund as a result of these exceptions.

**1.14 Indemnification:** The Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the FNPF, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.

The Proposer shall secure and maintain General Liability Insurance as will protect him from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this contract. Further, the proposer shall provide the FNPF with evidence and the amount of Errors and Omissions Insurance, i.e., Professional Liability Insurance currently in effect.

**1.15 Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the FNPF when received.

**1.16 Basis of Award:** Proposals will be evaluated according to the following criteria at a minimum:

- a) Proposer qualifications 20 pts
- b) Proposer experience 45 pts
- c) Fee proposal 35 pts

The FNPF reserves the right to conduct interviews of any or all proposers as it deems necessary.

**1.17 Copies:** An original and one copy of the proposal and supporting documents must be submitted in response to the RFP.

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**1.18 Termination of Contract:** The FNPF may cancel the contract at any time for breach of contractual obligations by providing the successful proposer with a written notice of such cancellation. Should the FNPF exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation.

**1.19 Assignment:** The successful proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the FNPF.

**1.20 Proposal Reservations:** The FNPF reserves the right to reject any or all proposals, to award in whole or in part and to waive minor immaterial defects in proposals. Negotiations may be necessary in order to complete the contract.

**1.21 Conflict of Interest:** The proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

**1.22 Independent Contractor:** The proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the FNPF. Therefore, the proposer shall assume all legal and financial responsibility for taxes, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the FNPF, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The proposer shall further understand that the FNPF cannot save and hold harmless and/or indemnify the proposer and/or the proposer's employees against any liability incurred or arising as a result of any activity of the proposer or any activity of the proposer's employees performed in connection with the contract.

**1.23 Contract:** The contract between the FNPF and the proposer shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, (2) the proposal submitted by the proposer to the FNPF in response to the RFP and (3) the executed Maintenance & Servicing of Mechanical Passenger Lifts Agreement attached to this RFP. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern.

However, the FNPF reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the proposer's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

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**1.24 Performance Bond:** The FNPF under its revised Procurement Policy will Charge a **Performance Bond of 100% of the Contract amount** to be paid upfront before the Contract commences.

**1.23 Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the proposer agrees to comply with the Labor Laws of Fiji, Contract Law of Fiji and all other applicable statutory regulations to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.  
Bidders/Proposers certify that all equipment, services and or goods provided to the FNPF are of high quality.

Section II.

### Scope of Works

#### Equipment

<b>Machine Number</b>		<b>Lift Number</b>	<b>Load /Duty(KG)</b>	<b>Speed (mps)</b>
Passenger E3838		Lift 1	1000 Kgs	1.6
Passenger E3839		Lift 1	1000 Kgs	1.6
Passenger E3840		Lift 1	1000 Kgs	1.6
Passenger E3841		Lift 1	1000 Kgs	1.6
Passenger E3842		Lift 1	1000 Kgs	1.6
Passenger E3844		Lift 1	1000 Kgs	1.6

#### Intent

The Contractor will provide quality maintenance that can be measured in terms of equipment performance and to FNPF's satisfaction.  
In conjunction with this goal, The Contractor will work in partnership with FNPF to provide a work environment free from hazards for Contractor personnel and all the users of the equipment.

#### Quality

Working within the guidelines of the Contractor Safety & Quality Guidelines and applying the systems of documented procedures and work instructions, The Contractor will ensure delivery of products and services of a consistent quality to FNPF.

#### Maintenance Scheduling

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The Contractor shall assess the equipment, and develop a customized schedule for planned maintenance (“Maintenance Program”) utilizing current software tools to track, prioritize and dynamically schedule maintenance procedures to seek to enhance the performance of the Equipment and maintain breakdowns and shutdowns to a minimum.

The Contractor shall provide the list of procedures to be performed on written request from FNPF. The Maintenance Program shall ensure that the maintenance of the Equipment meets the manufacturer’s performance specifications.

The Contractor shall provide detailed information on the maintenance performed for each unit maintained under this service.

The parties acknowledge and agree the Maintenance Program may vary along the life of the Contract as a result of changes in the equipment, its environment or as part of the information collected from Next Generation Service.

### **Customer Service**

The Contractor will assign a service representative to the FNPF’s account, who will periodically visit FNPF’s building and will be available for consultation on any matter relating to the maintenance of the units. The appointed service representative will be also available to discuss the FNPF’s elevator needs in the areas of modernisation, traffic handling ability, recommendations and requirements of code authorities and proper use and care of the units.

### **Scope**

The contractor’s service technician will examine, lubricate, adjust, and supply relevant components for the equipment using product specific techniques and following adequate safety work standards and methods.

The services specified are all the services covered by the Contract. Any services not set out in this hereunder are not covered by the Contract and will be considered Additional Services.

The Contractor will:-

- (a) provide planned maintenance in accordance with the Maintenance Program to seek to enhance the performance of the equipment;
- (b) clean, lubricate, adjust and check the lifts for safe, reliable and optimum performance including repairs or replacements of all parts which, at the discretion of Otis, show signs of normal wear and tear. This includes the repair or replacement of any effected part and covers major mechanical or electrical breakdowns.
- (c) carry out safety checks as per the manufacturer’s instructions or the designed standards that the equipment was registered into.

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(d) clean rubbish from machine rooms, secondary floors, internal ledges, sills, separating beams of hoistway and elevator pits other than

(e) waste that constitutes a health hazard or undue accumulation of excessive rubbish;

(f) The Contractor reserves the right to charge for this service when this rubbish is not the result of the maintenance of the equipment or the normal operation of the equipment.

(e) Install standard commercial light tubes and globes (as supplied by the FNPF) in the car, hoistway, pit and motor room, during the contractors regular service visit.

(f) Maintenance of the visual information systems including car message displays and remote status indicating equipment.

### **Components**

The contractor will systematically examine, lubricate, adjust, repair or replace the following components, which, at the discretion of the contractor, show signs of normal wear and tear:

(a) machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings and component parts;

(b) motors and motor generators, motor windings, rotating elements, commutators, brushes, brush holders and bearings;

(c) pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping and hydraulic fluid tanks;

(d) controllers, selectors and dispatching equipment, relays, solid state and electronic

components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, selector tapes, mechanical and electrical driving equipment, lamps, buttons, signals and position indicating equipment;

(e) governors, governor sheave and shaft assemblies, bearings, switches and governor jaws, deflectors or secondary sheaves and bearings, car and counterweight buffers, car and counterweight guide rails, hoistway limit switches, governor tension sheave assemblies, compensating sheave assemblies, car and counterweight guide shoes including rollers or gibs;

(f) hoistway door interlocks and hangers, door guides and auxiliary door closing devices;

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(g) door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, and car safety mechanisms;

(h) travelling conductor cables and hoistway and machine room wiring as required;

(i) hoisting, governor and compensation ropes;

(j) electric motors (including fusion);

**Exclusions**

It is expressly agreed that the following components and service are not included in the Contract and if requested by FNPF will be considered and charged as Additional

**Services:**

(a) the building structure, including but not limited to the elevator wells, pits, support walls, slabs, floors, machine rooms, and access ways;

(b) the car enclosure including fixed and removable panels, the car platform, door panels, plenum chambers, light diffusers, emergency lights, light fittings including globes and tubes, other architectural features and accessories, hung ceilings, handrails, landing fixtures and finishes, mirrors and floor coverings;

(c) any maintenance, repairs or servicing necessary because of consequences of any water penetration, building compression or movement;

(d) any maintenance, repairs or servicing of the sump pumps, hoistway enclosure, hoistway door panels, transom panels, frames and sills, buried caissons, buried cylinders and buried piping or other equipment not installed by Otis;

(e) cleaning of areas not directly in the machine rooms, hoistways or for removal of dust and rubbish emanating from outside of this area;

(f) repair of any damage resulting from vandalism, abuse, misuse or theft;

(g) the power supply mains, and associated mains switching from the supply side of the machine room isolating switch or to the machine room circuit breaker, or any

maintenance or repairs required because of an error, defect or fault in such power supply, main or switches;

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(h) machine room ventilation equipment and lighting, tubes, globes and fittings or fire protection equipment;

(i) modification, inspection or alteration to the Equipment required as a result of any lawful directive from any Government authority or agency, changes in any law, regulation code, act or by-law;

j) communication, computer and/or microcomputer devices and associated equipment, video, audio and security equipment unless specifically included under this *Agreement*.

(k) any inspection, maintenance, repair or service of equipment including without limitation to elevator equipment or aesthetic appointments as a result of carrying out tests as required by the relevant Standards New Zealand code that results in destructive damage.

### **Spare Parts**

The contractor will maintain a reasonable stock of spare parts and supplies to service FNPF's equipment.

### **Emergency Response**

FNPF will undertake to immediately inform the contractor (24hours x 7 days) of any equipment malfunction or related emergencies identified.

FNPF will have access to the contractor's personnel. Should a unit malfunction occur, an a contractor representative will, at the FNPF's request, dispatch an examiner to perform emergency minor adjustment callback service 24 hours a day, 7 days. The Contractor will attend the installation as soon as practicable after receiving notification of a malfunction from FNPF .

Breakdowns involving replacement or repair of major components or requiring work in excess of four hours will be completed during regular working hours.

### **Inspection and Reports**

The Contractor will carry out on FNPF's behalf and make available to the FNPF the following reports:

**Certificate of Examination** - A report will be left on site for FNPF summarizing the work carried out on FNPF's equipment, including maintenance, repairs and tests performed.

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**SECTION III**

**PROPOSAL FORM**

I have read and understand the requirements of this request for proposal RFP TN/0.../2010 and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc.

The proposed fee shall include all labor as per outlined above. **I am fully aware that I will pay the Performance Bond of 100% of the Contract Sum upfront if my Proposal Bid is successful** .The fee for providing the required service is:

SUBMITTED BY: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

Director –  
NAME (PRINT): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: ) \_\_\_\_\_

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**Section IV**

**Reference**

**OTIS COMPREHENSIVE MAINTENANCE *AGREEMENT*  
REFERENCE NUMBER: CFM0909FIRCA**

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**STATEMENT OF QUALIFICATIONS**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

1. Name of Principal Preventative Maintenance Of Air Condition and Ventilation System Consultant:

3. Education of the Air Condition and Ventilation System Consultant:

4. Experience of the Air Condition and Ventilation System Consultant:

5. How long has your firm been engaged in the Air Condition and Ventilation System profession?

6. List job titles of all staff:

7. Describe any outstanding characteristics of the organization:

8. If your firm were selected as the service provider, would your firm's services be immediately available?  
Yes/ No

9. Could you plan to give uninterrupted and continuous services.  
Yes/ No

10. Please attach a list of clients which your firm is providing or has provided services to during the past five years, giving name of facility, location of facility, describe scope of work, name of Owner's contact and phone number.

11. List any professional qualifications which have been made to members of your staff who will be involved in the proposed services contract.

12. Fill out FNPF Standard Check list and forward documents as per listing.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

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