



## **CONDITION OF TENDER**

### **GRANTHAM PLAZA REPAINTING WORKS**

#### **1.0 INSTRUCTION TO TENDERERS**

Tenderer's shall complete and sign the attached Tender Form and lodge as evident of tender.

#### **2.0 SUBMISSION OF TENDER DOCUMENTS**

All Tenders are to be in sealed envelopes and clearly marked: '**CONFIDENTIAL – GRANTHAM PLAZA REPAINTING WORKS**' and placed in the Tender Box provided at the FNPf Head Quarters, Level 3, Provident Plaza, Podium 2, 33 Ellery Street, Suva, Fiji.

The Tender should be addressed to:

**The Chairman, Tender Committee A  
Fiji National Provident Fund  
33 Ellery Street  
Private Mail Bag  
Suva**

#### **3.0 TENDER CLOSING DATE**

The Tender closes on **Friday, 30<sup>th</sup> March, 2010 at 4:00pm.**

#### **4.0 CRITERIA FOR EVALUATION**

All tenders will be evaluated on the following:

1. Corporate History, Financial Viability, FNPf clearance
2. Expertise, experience, referees, ability to deliver
3. Prior relevant experience
4. Staffing
5. Technical expertise
6. Timeliness of delivery
7. Detailed breakdown of works as per scope of works.

## **5.0 SITE OF WORKS**

The site, for the purpose of performing the repainting work is located in Grantham Plaza, along Grantham Road, Raiwaqa.

## **6.0 TENDER DOCUMENTS**

Tender documents shall be documents issued from the Project Section of FNPF and shall include the following;

- Scope of Work
- Condition of Tender
- Tender Form

## **7.0 FORM OF CONTRACT**

The tender shall be a Lump Sum Contract under the FIJI FORM OF BUILDING CONTRACT 1978 without Quantities.

## **8.0 TENDER FORM**

Tenders shall be submitted in the Tender Form provided and shall be signed by the tenderer. Any tender that does not comply with this condition shall be liable for rejection.

## **9.0 ACCEPTANCE OF TENDER**

The Client shall not be bound to accept the lowest tender or any tender and shall not be responsible for or pay for any expenses or losses which may have been incurred by the tenderer in the preparation of the tender.

## **10.0 VISIT SITE**

Each Tenderer shall be deemed to have visited the site for the work as necessary and have examined the site condition well and satisfied him of the correctness and sufficiency of information supplied in the tender. The client shall not be liable for any claim on the ground of insufficient information.

A joint site visit for intending tenderers shall be organized by the Supervising Officer at a date to be advised.

## **11.0 INTERPRETATION**

Where a tenderer has any doubt as to the meaning of any proportion of the Tender Document, he shall specify the particular portion and shall include a statement of the interpretation upon which he relies on which his tender has been prepared and submitted.

For general interpretation in this particular tender the drawing shall supersede the specification.

## **12.0 ADDENDA**

Addenda to the Tender Documents may be issued in writing prior to the close of tender.

## **13.0 ELECTRONIC TENDER**

No tender sent or transmitted by telephonic, facsimile email or other electronic means shall be considered.

## **14.0 AWARD OF TENDER**

The award of tender shall be done in the following procedures;

- Letter of acceptance to the successful tenderer's offer by FNPF
- A signed contract of agreement between the parties under common seal.

## **15.0 TENDER VALIDITY PERIOD**

Tenders submitted shall be valid for 60 days from the closing date of the tender.

## **16.0 COMPLIANCE**

All tenders must be submitted in writing in the required format (Tender Form), supplemented if necessary by other signed and dated documents,

All tenderers must also fill out and submit the **FNPF Tender Check List** form supplied as part of the tender (This is part of the Tender Form)

## **17.0 HEALTH & SAFETY**

In accordance with the Occupational Health & Safety Acts requirements of 1996, tenderers shall submit Health and Safety strategy plan for the proposed work, and also to provide sign board, cones, and safety gears.

Successful contractor shall submit copies of company Health & Safety policies and procedures and shall be sighted by the Supervising Officer before the commencement of any work.

## **18.0 INSURANCE**

The contractor during the term of the contract shall observe all statutory requirements Worker's Compensation, and have Workers Compensation Insurance cover against any

liability, loss or proceeding whatsoever in respect of any person employed by the contractor in and about the execution of his works and shall ensure that all sub-contractors also observe such insurance cover.

For the duration of the contract the contractor shall obtain Motor Vehicle Liability Insurance covering liability for the death or bodily injury to any persons or damaged to property caused by or arising from the use of all motor vehicle to be used by the contractor in the performance of the contract and not covered by the Principal.

Contractor shall furnish for sighting by the Supervising Officer the Thirty Party and Public Liability insurance required for the contract,

All copies of such cover shall be submitted to the Supervising Officer when required for sighting and a copy of such documents may be retained by the Supervising Officer.

#### **19.0 DAMAGED TO PERSONS OR PROPERTY**

The contractor shall be solely liable for and shall indemnify and keep indemnified the principal against all and any liability, loss, damages actions, proceedings, claims, demand, cost, charges, damages to property and expenses that arises out of the performances of the work and that may be suffered, incurred by or brought against the Principal.

#### **20.0 INJURY TO EMPLOYEE**

The contractor shall solely liable for and shall indemnify and keep indemnified the Principal against death of or injury to the contractor, a sub-contractor or any persons employed by the contractor or sub-contractors during the course of the work.

#### **21.0 DURATION OF CONTRACT**

The duration of the contract shall be 6 weeks from the date of possession of site.

#### **22.0 RETENTION**

There shall be retention of 5% for every progress certificate that would be issued to the successful tenderer. At the issue of the Practical Completion Certificate, half of the retained amount will be released to the successful tenderer and the remainder of the monies shall be held by the client until the completion of the Defect Liability Period.

#### **23.0 DEFECTS LIABILITY PERIOD**

A defects liability period of 6 months shall be in force from the issue date of practical completion.

## **24.0 LIQUIDATED DAMAGES**

The rate of liquidated damages for delays in the completion of works shall be \$100.00 VIP per day which lapse between the end of construction period and the completion date. The maximum percentage of liquidated damages for the project shall be 5% of the contract sum,