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1.0 Principal

1.1 The Principal for the Project is Biosecurity Authority of Fiji (BAF).

2.0 Background

2.1 The Biosecurity Authority of Fiji (BAF) was established under the Biosecurity Act 2008 in December 2008. It is a Commercial Statutory Authority under the Public Enterprise Act 1996. BAF is mandated to:

- a. Protect Fiji's Biodiversity from the introduction and spread of animal and plant pests and diseases.
- b. Facilitate access to viable agro-export markets and ensure compliance of Fiji's agro-exports to overseas market requirements.
- c. BAF manages quarantine controls at Fiji's borders. It also provides and export inspection and certification. BAF stations are located at all ports of entry around Fiji.

2.2 BAF tends to engage the services of the contractor capable of carrying out the general maintenance of the Nadi House buildings.

3.0 Project Objectives

3.1 Biosecurity Authority of Fiji recognizes that there is a need to carry out general maintenance and upgrade to the Nadi House.

3.2 The general maintenance works will ensure that the facilities are upgraded in compliance with the national Building Code of Fiji for Natural disasters, as well as meet required compliance to other by-laws.

3.3 All tender bidders will be required to register for pre-bid onsite meeting to understand the site challenges. Note: Pre-bid meeting on 28.11.24 at 1100hrs.

4.0 Project Scope

4.1 The contractor will carry the overall responsibility for quality work and performance for effective provision of their services and integration of project towards successful completion.

4.2 The contractor to ensure the operations for the facilities will meet the needs of the BAF officers who will be using the building.

4.3 All proposed works must be submitted to the Biosecurity Authority of Fiji (BAF). BAF has the right to add scope or reduce scope to meet the requirements and standard of Government Office.

4.4 Apart from the key ones mentioned above, the contractor must ensure that the following objectives are also met:

4.4.1 All works to meet with the Nadi Town Council Standards and Guidelines and all facilities [buildings] on site are clearly demarcated;

4.4.2 The works should provide a low-maintenance, environmentally friendly to allow for reduced operational and maintenance costs;

4.4.3 Minimize the impact of construction activity including dust control, noise, workers, traffic, vibration etc.;

4.4.4 Accountable for the successful completion of the Project;

4.4.5 Provide leadership and direction, make decisions after consulting BAF.

4.5 **Expected Outputs**

4.5.1 Prepare detailed Work Programme and Professional supervision and project management services until Project completion and commissioning.

4.5.2 Anticipate and forecast delays with recommended actions and remedial work to mitigate against delays.

4.6 **Project Closure Phase**

4.6.1 The contractor will be responsible for submitting all relevant documents required for project closure and will include some or all of the listed tasks and activities but are not limited to the following:

4.6.1.1 Completion report/certificate

4.6.1.2 Final report

4.6.1.3 Before & After photos

4.6.1.4 Agree to a project closure date.

4.6.1.7 Carry out inspection before the expiry of the Practical Completion Certificate and carryout required defects works.

5.0 **Standards/ Requirements**

5.1 The Project shall be carried out in accordance with the current relevant AS/NZ standards, National building code and good engineering practice or equivalent standards acceptable to BAF.

5.2 Reference made to other standards must be endorsed by the Client and approval obtained prior to its application in the project.

6.0 Membership – roles and responsibilities

6.1 A brief description of the roles and responsibilities of the Project members are as follows:

- a) Project Principal [Biosecurity Authority of Fiji]
 - ultimately responsible for the project, ‘owns’ the Project and has nominated authority to represent the organisation undertaking the Project.
 - Ensures that the project is continuously funded in all aspects and the interests of the Principal and contractor is protected.
- b) Project Executive (*Executive Chairman, Biosecurity Authority of Fiji*)
 - Directly accountable for success of the project and must be empowered to direct the project effectively.
 - project by co-ordinating information and communications to ensure that the entire project meets the required standards and structurally safe for staff and trainees during the course training.
- c) Senior Users [Manager National Operation & Station Supervisor Nadi]
 - accountable for specifying the needs of department.
 - in terms of quality, functionality and ease of use.

In addition, the following roles will provide support to the Project:

- d) Construction – *Property Officer*
 - Manages the project on a day-to-day basis and ensures the project delivers the required product, to the required standards and within the specified time and budget.

Note: as the project gets implemented and should the above designated officers get transferred or are no longer in that particular position, this Terms of Reference binds the Position and the Designation of all or any person or position affected herein and thereafter. It is the responsibility of the Client to ensure that consistency of members nominated as Senior Users be maintained.

7.0 Quorum

7.1 Monthly Committee meetings should include the Project Executive and membership which reflects different roles of the management structure in order to make decisions.

7.2 This is inclusive of the following representation:

- a) Project Executive (Executive Chairman)
- b) Property Officer
- c) Senior Users – Nominated users by the Client
- d) Contractor

8.0 Budget [Cost & Time]

- 8.1 The contractor will provide a cost breakdown for the required trades and in addition proposed work plan to cover the required works as detailed in the scope of works.
- 8.2 The Principal carries the overall responsibility/ authority for expenditure and timelines.
- 8.3 The Principal will have one standard form of contract that will be collectively discussed with the contractor for consistency prior to contracting.

9.0 Probity and Declaration of Interest

- 9.1 At the onset of the Project, the Committee members and contractor should verify if they have any other interests to declare that may be in conflict with any aspect of the Project to uphold Good Governance.

10.0 Decision Making

- 10.1 A consensus should be reached wherever possible in the event of any disagreements occurring. The Project Executive will sum up and explain why a decision has been reached.

11.0 Key Relationships & Accountabilities

[Contractors upon submitting the tender must insert organisational chart of governance arrangements beyond the boundaries of the project committee]

12.0 Review

- 12.1 This Terms of Reference has been reviewed by BAF and of any further amendments must be reviewed and if acceptable, it will be approved by the Executive Chairman as required. This document must be protected against un-authorised changes and should carry the Version Control status.

13.0 Management & Administration

- 13.1 Project documentation will be co-ordinated with information, communications, monitoring and reporting held securely in a file stored BAF's Secretariat to ensure a clear audit and paper trail is maintained.
- 13.2 Project Logs will be regularly maintained and updated by the contractor e.g. Risks and Issues, Lessons Learned etc.

14.0 Professional Indemnity

- 14.1 The contractor is to indemnify the Principal against all proceedings, claims, demands, liabilities and expenses of any nature brought on or alleged against BAF arising directly from the negligence or bad faith of the contractor, its employees or / and any of the other sub-contractors.

15.0 Special Conditions & Requirements

- 15.1 The form of contract proposed to be used for the contractor selected for the Project will be drafted. Biosecurity Authority of Fiji will be concurrently preparing the necessary amendments to the standard form of contract to adapt it to suit the Project and Contractors' needs in the context of this project.
- 15.2 The contractor is notified that all works are subject to peer reviews.

16.0 Project Procurement Methodology

- 16.1 BAF intends to engage the contractor to take the main role in project construction implementation until it is satisfied that the project sufficiently describes its requirements, at which point the defects liability period will expire (3 months). Currently, the paperwork is planned to be completed totally in a contract directly with BAF.

17.0 Insurances & Professional Indemnity

- 17.1 The contractor shall provide the following;

- 17.1.1 Professional Indemnity Cover (PI) of Total Cost of Project + 10%
- 17.1.2 Public Liability Insurance for not less than FJD \$100,000 minimum
- 17.1.3 Workers Compensation FJD\$100,000 minimum
- 17.1.4 Contractors All Risk Total Cost of Project + 10%

18.0 Liquidated Damages

- 18.1 The contractor will be liable for liquidated damages amounting to **\$200.00 per working day** should there be any approved and documented delay under delegated duties in the execution and completion of the project. The contractor shall not be held liable for delays outside of the

professional scope of the contractor's team such as delays attributed to Statutory Authorities, Client Approvals, Latent Conditions, Inclement Weather and Political Climate.

19.0 Work Program

- 19.1 The contractor shall submit with the Tender submission a Proposed Work Programme (Gantt Chart) detailing all phases of activities from award including all phases of construction, commissioning and handing over.
- 19.2 The successful contractor shall be required to submit a detailed Work Programme within seven [7] days from the date of award of the Contract. The Work Programme must be submitted in Microsoft Project Format showing all tasks and activities and Critical Path and hard copy. It needs to be continuously updated to reflect the progress of the project during contract period.

20.0 Project Constraints

- 20.1 Constraints on the Project include but are not limited to:
- 20.1.1 Project Schedule – this shall be challenging and contractor must allow for last minute changes and additional requests
- 20.1.2 The existing facility, site and services shall remain fully operational during the construction period(s).
- 20.1.3 Safe working processes to comply with current regulations within the site for personnel, equipment and practices will be enforced.

21.0 Project Schedule, Fees and Payments

- 21.1 The following are **indicative milestones** for each of the listed project Components of pre-construction, construction, practical completion, defect liability period and final completion needs to be filled by the contractor. The contractor can submit an alternative work programme to suit the resources and project on hand.

Item	Phase/Activity to be completed	Approximate Duration (weeks)	Percentage of fees claimable against project cost [max]
1.0	Preliminary	1 week	10%
2.0	Construction	TBC	80%
3.0	Defect Liability Period with Final Completion Certificate	12 weeks	10%
4.0	Total Duration for Project Implementation	8 Weeks construction + - 12 weeks DLP	100%

21.2 Fees and Payments

- a) The contractor shall submit payment claim from a fee based on the percentage of the cost of the work supported by evidence upon the completion of the stages of the work for this project (VIP in \$FJD). Any variations to the Terms and Conditions of Engagement including Cost between the contractor and BAF are to be mutually and formally agreed between both parties.
- b) There is to be progressive reporting made by the contractor to the Principal on the completion of certain phases as identified summary of prices on an equivalent basis as proposed. Progressive Fee Claims are also required to be submitted at the end of each report and fee claimable during each stage is indicative only, hence the approach to accelerate the tasks would result in contractor being able to claim earlier should the assigned works are delivered before schedule.
- a) Further Progress Claims during the construction phase are to be submitted at equal time intervals during this phase over the project duration with the second last claim to be submitted upon reaching the practical completion and handover milestone at the end of the project. The final claim is to be submitted at the end of the Defects Liability Period with the submission of a post construction evaluation report.
- b) Should any project involve other contractual requirements which will incur additional costs on the part of the contractor, this shall be negotiated with the Principal.

22.0 Support Documentations

22.1 Please refer to the Appendices for the following:

- Form of Tender & Conditions of Tender Submission; and
- Function Brief.

23.0 Evaluation Criteria

23.1 Tenderers are to be assessed on the basis of best value for money consistent with the procurement policies and guidelines applicable to this Tender. In Particular, Tenderers will be assessed against the following evaluation criteria (in no particular order):

23.1.1 Task Appreciation	10%;
23.1.2 Relevant Company Experience	20%;
23.1.3 Compliance, Financial & Insurance	15%;
23.1.4 Methodology & Approach	15%;
23.1.5 Resources / Project Personnel	20%;
23.1.6 Project Cost	20%.

24.0 Detailed Submission Requirements [Key Points]

24.1 Task Appreciation

24.1.1 Detail understanding of the task and particular issues and constraints associated with the project based on the documents provided. Provide particular comments regarding the project program and cost constraints. Site visitation and ability to deliver the project within specified time. Due to the short timeframe of Tender advertisement duration, bullet points will suffice. It's the level of commitment shown by the Tenderer that will be the key assessment factor for this category.

24.2 Relevant Company Experience

24.2.1 Outline your company's relevant project experience, with particular reference to local experience in construction and project management of education related projects. Multi-Disciplinary works on various projects with complete written references are also required. The Principal may visit the completed or ongoing projects or arrange for face-to-face interview with the Tenderer during Evaluation.

24.3 Compliance, Financial & Insurance

24.3.1 The Tenderer is to ensure that duly certified valid documents such as Business License, FRCS Compliance, FPNF Compliance and other Statutory Forms as per the Request for Tender [RFT] Document are submitted. Correct details of cost breakdowns and totals to be re-checked with exclusions clearly marked. The submission must be neatly typed, bound with various dividers for ease of assessment.

24.4 Proposed Approach

24.4.1 Outline the proposed approach to conduct this Project and address any issues or constraints. Indicate in this section any value adding that your contractor might bring to the Project. Due to the short timeframe of Tender advertisement duration, bullet points will suffice, together with key examples of cost and time control tools used on similar projects.

24.4.2 Time or stage where other contractors are to be appointed, if required is also requested by the Tenderer.

24.5 Proposed Personnel

24.5.1 Provide relevant details of (and attach CVs for):

- 24.5.1.1 Proposed Director in active charge who will be acting as Project Manager.
- 24.5.1.2 Proposed Technical support personnel.
- 24.5.1.3 Proposed support personnel.

24.5.2 Details should include relevant experience, proposed role statements and an organizational chart for the contractor showing links to the Client via the contractor. Please concentrate on relevancy of information and be concise.

24.6 Remuneration Platform

24.6.1 Provide Lump Sum fee tender listing various stages of claims from project initiation stage to Final Completion date (after Defects Liability Period) and disbursements keeping in mind the stages set in clause 26.1 as guideline;

25.0 Submission of Tender

- 25.1 Submissions must be clearly marked **“Tender No: 06/2024: Upgrade & Maintenance of Nadi BAF Office at Nadi Airport”** and submitted into the Tender Box situated at BAF HQ Reception Entrance, addressed as follows:

**The Executive Chairman
Biosecurity Authority of Fiji,
Level 3, Provident Plaza 1 Building
Ellery Street
GPO Box 18360
Suva.**

- 25.2 For those bidders applying outside of Suva, you may send your sealed envelopes via any Postal Agency, to the above mentioned address. The Envelopes are to be clearly **marked with the Tender Name and Number.**

25.3 Contact

All contact, queries and the like regarding this Tender and brief shall be submitted in writing and emailed to:

Ms Livia Vacereivalu
The Secretary Tender Committee
Biosecurity Authority of Fiji
Level 3, FNPF Building, Suva
Office + (679) 3312512
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