



**BIDDING DOCUMENTS FOR
RENOVATION OF USPSA, ORANGE LOUNGE AND BARISTA'S
BUILDINGS**

TO THE UNIVERSITY OF THE SOUTH PACIFIC

INVITATION TO BID No. GS5301-111-09

AUGUST 2009

Date: 19 Aug. 09

Invitation to Bid

No. **GS5301-111-09**

RENOVATION OF USPSA, ORANGE LOUNGE AND BARISTA'S BUILDINGS FOR THE USP

The University of the South Pacific ("the USP") invites Bids ("Bids") from eligible, qualified and capable companies for the **RENOVATION OF USPSA, ORANGE LOUNGE AND BARISTA'S BUILDINGS** ("the Goods") and provision of associated services ("Associated Services") according to the requirements as defined in the bidding documents ("the Bidding Documents").

The Bidding Documents include:

Section I:	Instructions to Bidders
Section II:	Bidding Data Sheet
Section III:	Technical Bid Forms
Section IV:	Price Bid Form
Section V:	Commercial Terms and Conditions
Section VI:	Performance Guarantee Template

The Goods shall be supplied on the basis of a one-off supply. The USP does not guarantee any minimum level of business and the USP shall be under no obligation to buy any or all of the Goods and Associated Services exclusively from the selected contractor.

Bids must be delivered to in accordance to Article 19.1b. Closing date for the bids is: 2.00pm on the 18th of September 2009. ***The bids will be opened publically on 21st September at 11.00a.m at the Finance Conference Room.***

Unless otherwise specified, bids sent by e-mail and facsimile *will not* be accepted.

The Bid prices shall be quoted in FJD /VIP. The Contract(s) under consideration shall be entered into with the USP. The Goods shall be delivered, as relevant, to a place of delivery to be specified by the USP. Bidders should include in their Bid prices any and all costs associated in respect to the place of delivery, including but not limited to the delivery, unloading, insurance, storage, assistance in the actual customs clearance process, and loading of relevant cargo.

The USP reserves the right to accept or reject any Bid, and to annul, in whole or in part, or to suspend the bidding process and reject all Bids at any time and without reason prior to award, without thereby incurring any liability to the affected Bidder or Bidders.

For those companies having obtained the Bidding Documents, we would appreciate a prompt fax/ e-mail acknowledging your receipt of this ITB. Should you choose not to submit a Bid, we would also appreciate a brief written notice to that effect and where practicable the return of materials forwarded to you with this letter.

Please address your queries or questions in writing at the address given below and kindly refrain from any telephone calls or personal visits.

1) Procurement Manager, University of the South Pacific, Laucala Campus, Suva.
Tel: (679) 3232410, Fax: (679) 3231545. Email: purchasing@usp.ac.fj

2) Mr Jeremy Henderson, Projects Manager, Tel: 3232004, Email: Henderson_j@usp.ac.fj for any Structural & Architectural queries. The last date of queries shall not be less than 3 days before closing date of tender. Should the tenderer consider that the documents contain some unacceptable or unreasonable conditions; these should be brought to the attention of Engineered Designs for clarifications, which will be issued as a Tender Notice by USP and can be downloaded from Public Notices at USP website.

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SECTION I - INSTRUCTIONS TO BIDDERS (ITB)

Notes to Bidders: This section provides detailed information necessary for Bidders to prepare their Bids, in accordance with the requirements specified by the USP. It also provides information on Bid submission, opening, and evaluation, and on the award of contract. Bidders should read these Instructions to Bidders in conjunction with Section II, Bidding Data Sheet, of the Bidding Documents. These Instructions to Bidders will not be part of the Contract.

1. SCOPE

1.1 The entity of the USP specified in the cover note to these Bidding Documents invites Bids for the procurement of Goods and Associated Services as described in the Bidding Documents.

2. ELIGIBILITY OF BIDDERS

2.1 This bidding is open to all eligible companies as defined in ITB Article 2.

2.2 The USP may, in its sole unfettered discretion, disqualify or otherwise determine ineligible any potential Bidder that the USP believes is, has been or will be, whether directly or indirectly, engaged in criminal or any other unethical behaviour, financially unsound, or otherwise unfit in the USP's opinion to participate in the bidding exercise. This provision shall also be a condition precedent to, and continuing condition of, any Contract between the USP and a successful Bidder.

2.3 A Bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder, or any employee, executive, manager or director thereof:

- participated in the preparation of the concerned procurement notice or Bidding Documents, or any part thereof, being subsequently used by the USP; or
- received assistance in the preparation of its Bid or request to participate from a person or company who or that participated in the preparation of the concerned procurement notice or Bidding Documents, or any part thereof.

2.4 In its Bid, the Bidder shall indicate the origin of the Goods proposed.

2.5 Unless otherwise specified in Section II, Bidding Data Sheet, the Bidder must present the certificates of origin for all Goods required for the provisional acceptance or upon presentation of the invoice. The option chosen shall be specified in the Contract / Purchase Order.

2.6 A Bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder:

- is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the

subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- has been convicted of an offense concerning its professional conduct by a judgement which has the force of res judicata;
- has been subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of the USP;
- is guilty of misrepresentation in supplying the information required as a condition of participation in this bidding exercise or fail to supply this information;
- is subject to a conflict of interest.

3. USP PRIVILEGES AND IMMUNITIES

3.1 Nothing in or relating to the Bidding Documents shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the USP.

4. ETHICS

4.1 In accordance with general USP procurement principles, it is a requirement of the USP that Bidders, or any executive, manager or director thereof, observe the highest standards of ethics during each phase of any procurement and execution of contracts. The USP defines for this purpose:

- 'coercive practice' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement or affect the execution of a contract;
- 'collusive practice' means a scheme or arrangement between two or more Bidders, designed to establish bid prices or other terms at artificial, non-competitive levels;
- 'corrupt practice' means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing, of value to influence the action of any USP official or any other person involved in any procurement or in contract execution;

- ‘fraudulent practice’ means a misrepresentation or omission of facts in order to influence a procurement or the execution of a contract.

4.2 In pursuance of this requirement, the USP will:

- Reject a Bid if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract;
- Terminate a contract if it determines that the contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, and in executing, the contract;
- Declare the Bidder ineligible, either indefinitely or for a stated period of time, from being awarded any contract by the USP if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the contract.

5. BIDDER’S RESPONSIBILITIES

5.1 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a Bid substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in the rejection of its Bid.

5.2 The Bidder shall bear all costs associated with the preparation and submission of its Bid, including costs relating to contract award, and the USP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

5.3 Bidders must familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain information on the assignment, technical requirements, and on the local conditions, Bidders are encouraged to attend, at their own cost and risk, a pre-bid meeting/-site visit, if one is specified in the Bidding Data Sheet. Attending the pre-bid meeting/on-site visit is optional.

6. ONE BID PER BIDDER

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in case of alternative bids that have been permitted or requested pursuant to ITB Article 11) shall cause all Bids with the Bidder’s participation to be disqualified.

7. LANGUAGE OF BID

7.1 Unless another governing language is specified in Section II, Bidding Data Sheet, the governing language in respect to the Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the USP shall be English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in the governing language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 Any prospective Bidder requesting any clarification on any contents in the Bidding Documents may notify the contact person of the USP stated in the cover note to these Bidding Documents in writing.

8.2 The USP will issue a clarification note in respect to any, in the opinion of the USP, reasonable request for clarification on the contents in the Bidding Documents, which it receives no later than seven (7) calendar days prior to the deadline for the receipt of Bids.

8.3 Such clarification note, containing the USP’s response and a description of the contents of the query but without identifying the source thereof, shall be uploaded under the relevant procurement notice on the USP’s web-site at www.usp.ac.fj under <http://www.policies.usp.ac.fj/index.php?docid=2936>

9. AMENDMENTS TO BIDDING DOCUMENTS

9.1 At any time prior to the deadline for the receipt of Bids, the USP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment which will be published under the relevant procurement notice on the USP’s web-site at <http://www.policies.usp.ac.fj/index.php?docid=2936>

9.2 All prospective Bidders are advised to regularly visit the USP web-site to view any amendment made to the Bidding Documents. **The amendments issued pursuant to ITB Articles 8.3 and 9.1 will be binding on the Bidders.** The USP will assume neither responsibility nor liability for the Bidder’s non-familiarity with any amendment issued pursuant to any provision herein.

9.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the USP may extend the deadline for the receipt of Bids.

10. DOCUMENTS COMPRISING THE BID

10.1 The Bid prepared by the Bidder shall comprise the Forms contained in Section III - Technical Bid Forms, Section IV – Price Bid Form and Section V – Commercial Terms and Conditions, duly completed and signed by the Bidder and any other documents and/or information specified in the Bidding Data Sheet.

11. ALTERNATIVE BIDS

11.1 Unless otherwise specified in Section II, Bidding Data Sheet, alternative Bids shall not be considered.

12. BID PRICES

12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the offered goods.

12.2 The Bidder's separation of price components will be solely for the purpose of facilitating the comparison of Bids by the USP and will not in any way limit the USP's right to contract on any of the terms offered.

12.3 All non-exempt duties, taxes, and other levies payable by the Contractor under the Contract / Purchase Order, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder.

13. BID CURRENCY

13.1 Unless otherwise specified in Section II, Bidding Data Sheet, the unit rates and prices shall be quoted by the Bidder entirely in FJD

14. BIDDER'S QUALIFICATION

14.1 Pursuant to ITB Article 10, the Bidder shall furnish, as part of its Bid, the Qualification Information Form and other relevant documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its Bid is accepted.

14.2 The Bidder shall furnish as part of its Bid the documentary evidence establishing to the USP's satisfaction the Bidder's conformity with qualifications and eligibility requirements specified in the Bidding Documents. Such documentary evidence shall establish that:

(a) in the case of a Bidder offering to supply the Goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has

been duly authorized by the Goods' Manufacturer or producer to supply such goods;

(b) the Bidder has the financial, technical, and production capability necessary to perform the Contract;

(c) in the case of a Bidder not doing business within the country where the Goods will be delivered, the Bidder is or will be (if awarded the Contract) represented by an agent in such country equipped and able to carry out the Contractor's maintenance, repair, and spare parts-stocking obligations.

15. CONFORMITY OF GOODS

15.1 Pursuant to ITB Article 10, the Bidder shall furnish, as part of its Bid, the Bid Forms and other relevant documents establishing that its offered goods and associated services conform to the Bidding Documents.

15.2 The documentary evidence of conformity of the offered goods and associated services to the Bidding Documents may be in the form of literature, drawings, printed materials, and data, and may include but not be limited to:

(a) an item-by-item commentary establishing that the goods and services offered by the Bidder conform with the prescribed Technical Specifications and Schedule of Requirements, Section IV, demonstrating their substantial responsiveness, or a statement of deviations and exceptions to the provisions of the Technical Specifications and Schedule of Requirements;

(b) as necessary, a detailed description of the essential technical and performance characteristics of the offered goods and associated services, including but not limited to information on available sources special tools, after-sales services etc as may be specified in Section IV, Technical Specifications and Schedule of Requirements.

15.3 Section IV, Technical Specifications and Requirements, contain the minimum technical specifications and requirements prescribed by the USP. For the purpose of the commentary and description required by this ITB Article 15, the Bidder shall confirm that the technical specifications and standards of its offered goods and associated services, as a minimum, comply with the requirements of the Bidding Documents. The Bidder may offer goods and associated services with other standards, brand names, catalogue/product numbers, provided that it demonstrates, to the USP's satisfaction, that such offered goods and associated services ensure substantial responsiveness to the requirements specified in the Bidding Documents.

16. PERIOD OF VALIDITY OF BIDS

16.1 Unless otherwise specified in Section II, Bidding Data Sheet, bids shall remain valid for a period of 30 days after the deadline for the receipt of Bids. A Bid valid for a shorter period shall be rejected by the USP as non-responsive.

16.2 In exceptional circumstances, the USP may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Security provided under ITB Article 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its Bid.

17. BID SECURITY

17.1 If specified in Section II, Bidding Data Sheet, the Bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in Section II, Bidding Data Sheet.

17.2 The Bid Security is required to protect the USP against the risk of Bidder's conduct, which would warrant the Bid Security's forfeiture, pursuant to ITB Article 17.7.

17.3 If provided therefore under ITB Article 17.1, the Bid Security shall be denominated in FJ and shall be in the form of a bank cheque drawn in favour of "USP".

17.4 Any Bid not secured in accordance with ITB Articles 17.1 and 17.3 will be rejected by the USP as non-responsive, pursuant to ITB Article 26.4.

17.5 Unsuccessful Bidders' Bid Securities will be discharged or returned as promptly as possible, but not later than thirty (30) calendar days after the date of expiration of the bid validity period prescribed by the USP pursuant to ITB Article 16.

17.6 The successful Bidder's Bid Security will be discharged upon such Bidder signing the Contract / accepting the Purchase Order and furnishing the Performance Security, if applicable, pursuant to ITB Articles 33 and 34.

17.7 The Bid Security may be forfeited:

- (a) if the USP determines, on the basis of objectively verifiable evidence, that such Bidder has provided materially false or misleading information to the USP;
- (b) if a Bidder (i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Form, or (ii) does not accept the correction of errors pursuant to ITB Article 26.2; or
- (c) in the case of a successful Bidder, if the Bidder fails or refuses (i) to sign the Contract in accordance with ITB Article 34.2; or (ii) to furnish a

Performance Security in accordance with ITB Article 35.

18. FORMAT AND SIGNING OF BID

18.1 The Bidder shall prepare an original and the number of copies of the Bid indicated in Section II, Bidding Data Sheet, clearly marking each "ORIGINAL" and "COPY", as appropriate. In the event of any discrepancy between them, the original shall govern.

18.2 The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

18.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

19. SUBMISSION, SEALING AND MARKING OF BIDS

19.1 Bidders may always submit their Bids by mail or by hand. When so specified in Section II, Bidding Data Sheet, Bidders shall have the option of submitting their Bids electronically and/or by facsimile. Bidders submitting their Bids by email or facsimile shall follow the procedures specified in Section II, Bidding Data Sheet. Bids must be properly secured and sealed. The bidders shall submit the completed Section III - Technical Bid Forms (comprising *inter-alia* the specification of the products / services being offered, past experience of similar supplies, financial turnover, profile of their firm, and, all other information and / or evidence, *except price*, asked for by USP in the Section II, Bidding Data Sheet. Any deviations from the commercial (delivery, payment etc) terms set out in the ITB shall also be brought out by the bidder in the Technical Bid. In addition, the bidders shall also sign and stamp each page of Section V – Commercial Terms and Conditions, as confirmation of their acceptance to the terms and conditions contained therein and submit it along with the completed Technical Bid Forms in a separate envelope clearly marked "**Technical Bid**".

19.1a The Section IV - Price Bid Form shall contain the pricing terms corresponding to the Technical Bid and shall be submitted in a separate sealed envelope clearly marked "**Price Bid**".

19.1b Bidders may deposit their Bids (both Technical Bid and Price Bid, in two separate sealed envelopes, marking envelope as Technical Bid and Price Bid respectively and then put these two envelopes in one big envelope marked with the tender number and closing date) in the tender box.

The envelope addressed to:

*The Registrar
The University of the South Pacific Tender Box
Registrar's Office
Suva.*

19.1c Fiji Bids will only be received at the location nominated above.

19.2 The inner and outer envelopes shall:

(a) be addressed to the USP at the address indicated in 19.1 above.

(b) bear the USP Bidding Reference Number and Title indicated in the cover note to these Bidding Documents, and a statement: **“DO NOT OPEN BEFORE”**, to be completed with the deadline for the receipt of Bids pursuant to ITB Article 20.

19.3 All inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late” or the Bid is validly withdrawn by the Bidder.

19.4 If the outer envelope is not sealed and marked as required by ITB Article 19.2, the USP will assume no responsibility for the misplacement or premature opening of the Bid.

20. DEADLINE FOR THE RECEIPT OF BIDS

20.1 Bids must be received by the USP at the address and no later than the time and date specified in the cover note to the Bidding Documents.

20.2 The USP may, at its discretion, extend the deadline for the receipt of Bids by amending the Bidding Documents in accordance with ITB Article 9, in which case all rights and obligations of the USP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

21. LATE BIDS

21.1 Any Bid received by the USP after the deadline for receipt of Bids prescribed by the USP pursuant to ITB Article 20 will be rejected and returned unopened to the Bidder.

22. WITHDRAWAL, MODIFICATION AND SUBSTITUTION OF BIDS

22.1 The Bidder may withdraw, modify or substitute its Bid after the Bid's submission, provided that written notice of the withdrawal, modification or substitution is received by the USP prior to the deadline prescribed for the receipt of Bids.

22.2 The Bidder's withdrawal, modification or substitution notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Article 19, with the outer and inner envelopes additionally marked **“WITHDRAWAL”**,

“MODIFICATION” or **“SUBSTITUTION,”** as appropriate.

22.3 No Bid may be substituted or modified after the deadline for receipt of Bids.

22.4 No Bid may be withdrawn in the interval between the deadline for receipt of Bids and the expiration of the period of Bid validity specified in the cover note of these Bidding documents, or as extended pursuant to ITB Article 20.2. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid Security, pursuant to ITB Article 17.7 (b).

23. OPENING OF BIDS

23.1 In general, the USP Bid Opening Board will open all Bids publicly. USP will open all Bids, including modifications and substitutions pursuant to ITB Article 22, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in Section II, Bidding Data Sheet. Any specific opening procedures required if submission of Bids by email and/or by facsimile is permitted in accordance with ITB Article 19.1 shall be as specified in Section II, Bidding Data Sheet. The Bidders' representatives who are present shall sign a register evidencing their attendance.

23.2 First, envelopes marked **“WITHDRAWAL”** shall be opened and read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Article 22.1 shall not be opened and shall be returned unopened. Next, envelopes marked **“SUBSTITUTION”** shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. Envelopes marked **“MODIFICATION”** shall be opened and read out with the corresponding Bid. Only envelopes that are opened and read out at Bid opening shall be considered further.

23.3 All other envelopes shall be opened one at a time, reading out: The Bidders' names, Bid prices, (in the case of Price Bid opening) discounts, and the presence or absence of requisite Bid Security and such other details as the USP, at its discretion, may consider appropriate, will be announced at the Bid Opening. No Bid shall be rejected at the Bid Opening, except for late Bids, which shall be returned unopened to the Bidder pursuant to ITB Article 21.

23.4 The Bids (including modifications and substitutions sent pursuant to ITB Article 19.2) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances.

24. CONFIDENTIALITY

24.1 If any Bidder wishes to contact the USP on any matter related to its Bid, it should do so in writing.

24.2 Any effort by a Bidder to influence the USP in its decisions on Bid evaluation, Bid comparison, or Contract Award may result in the rejection of the Bidder's Bid.

25. CLARIFICATION OF BIDS

25.1 During evaluation of the Bids, the USP may ask any Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted. Failure by any Bidder to timely and duly respond to a request for clarification may result in the rejection of its Bid.

26. PRELIMINARY EXAMINATION

26.1 The USP will examine the Bids to determine whether they are complete, whether any computational or arithmetical errors have been made, whether a Bid Security, if required, has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

26.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected unless in the opinion of the USP there is an obviously gross misplacement of the decimal point in the unit price, in which case the line item total as quoted will govern, and the unit rate will be corrected. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. The amount stated in the Bid will be adjusted by the USP in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Article 17.7.

26.3 The USP may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.4 Prior to the detailed evaluation, the USP will determine the substantial responsiveness of each Bid to the Bidding Documents. For purposes of these articles, a substantially responsive Bid is one which conforms to all the terms and conditions of the

Bidding Documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, will be deemed to be a material deviation.

26.5 If a Bid is not substantially responsive, it will be rejected by the USP and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

27. CURRENCY FOR BID EVALUATION

27.1 Unless otherwise specified in accordance with ITB Article 13.1, Bids shall be evaluated as quoted in the currency of the F\$. In the event, (i) the USP has permitted Bids in currencies other than the FJD, and (ii) valid Bids have been received containing several currency options, the exchange rate to be applied by the USP shall be the rate of exchange it follows on the date of opening of the Price Bids.

28. EVALUATION AND COMPARISON OF BIDS

28.1 The USP will first evaluate and compare Technical Bids, which have been determined to be substantially responsive, pursuant to ITB Article 26.

28.2 The USP will then compare the quoted Bid prices of the technically compliant bids.

28.3 The USP's evaluation of a Bid may take into account, in addition to the Bid price, other factors as specified in Section II, Bidding Data Sheet.

28.4 The lowest or any tender will not necessarily be accepted.

28.5 The University reserves the right to conduct post tender negotiations with one or more selected Bidders regarding any aspect of the contract. **Bidders may be obliged to establish reasonableness of their quote notwithstanding that their quote is the most competitive of all the bids received. This may require bidders sharing with the USP evaluation committee copy(ies) of invoices raised on other customers, comparable to USP in size and scope of purchase, for the goods / services under consideration in this tender.**

28.6 Bidders will be responsible for all costs associated with the attendance of their company officers as may be required during the tender assessment phase for the purpose of discussion or negotiations with the University.

29. AWARD CRITERIA

30.1 Subject to ITB Articles 34 and 35, the USP will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest

evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

30. USP'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

31.1 The USP reserves the right at the time of award to increase or decrease, by up to twenty (20) percent, the quantity of Goods originally specified in the Bidding Documents without any change in unit price or other terms and conditions.

31. USP'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

32.1 The USP reserves the right to accept or reject any Bid, and to annul, in whole or in part, or to suspend the Bidding process and reject all Bids at any time and without reason prior to award, without thereby incurring any liability to the affected Bidder or Bidders.

32. NOTIFICATION OF AWARD

33.1 Prior to the expiration of the period of Bid Validity, the USP will notify the successful Bidder in writing, e.g. by facsimile or registered letter, that its Bid has been accepted.

33. LETTER OF INTENT

33.1 At the same time as or after the USP notifies the successful Bidder that its Bid has been accepted,

the USP will send the successful Bidder two original signed and stamped sets of the Letter of Intent (LOI).

33.2 Upon receipt by the USP of one original set of signed and stamped LOI and the furnishing of a Performance Security (if one is required), in form and content acceptable to the USP in accordance with ITB Article 34.1, the USP shall notify the unsuccessful Bidders, and shall promptly discharge the Bid Securities, if any, of the winning Bidder and the unsuccessful Bidders, in accordance with ITB Article 17.

34. PERFORMANCE SECURITY

34.1 Within seven (7) calendar days of the date of notification of award by the USP, the successful Bidder shall furnish a Performance Security in an amount, form and format as provided for in the Section II, Bidding Data Sheet.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Article 34.1 and ITB Article 33.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the USP may make the award to the next lowest evaluated Bidder or call for new Bids.

35. PURCHASE ORDER

35.1 USP will follow its LOI with a firm Purchase Order on receipt of the required Performance Security.

Section II - BIDDING DATA SHEET

Note to Bidders: This Bidding Data Sheet should be read in conjunction with Section I “Instructions to Bidders”.

Instructions to Bidders		Amendment/Modification of Relevant Article in the Instructions to Bidders
ITB Article	Description	
5.3	Pre-Bid Meeting/ On-Site Visit	A <u>pre-bid meeting/on-site visit will be held on Wednesday 26th August at 10.30 a.m at the Location of the Works.</u>
7.1	Governing Language	The language of the Bid and all correspondence and documents exchanged between the Bidder and the USP shall be English .
10.1	Other Documents Comprising the Bid	In addition to the mandatory documents comprising the Bids as stated in ITB Article 10.1, the following additional mandatory documents are required: Technical Bid: <ul style="list-style-type: none"> • Detailed Project schedule • Tender form – Appendix 2 • Copies of Bidders Insurance Policies for Public Liability (USP requires this to be ≥ \$500,000) • Company profile, including business registration, last two years’ audited financial results and any other relevant information • Evidence of similar successfully completed works of at least \$130,000 value over the last two years. • Section III A – stamped & signed -Technical Bid Form • Section III B – completed Qualification Information Form • Section III C – stamped & signed -Technical Specification • Section V – signed and stamped on each page Price Bid; <ul style="list-style-type: none"> • Section IV –Price Bid Form (in a separate sealed envelope)
11.1	Alternative Bids	Alternative Bids <u>will not be</u> considered.
13.1	Bid Currency	The Bid currency is FJD
16.1	Bid Validity Period	The Bid validity period is ninety (90) calendar days.
17.1	Bid Security	The Bid Security is required: Yes <ol style="list-style-type: none"> 1) A Tender Deposit of \$300.00 (Three Hundred Dollars) in the form of the Tenderer’s Company Bank Cheque or Draft shall accompany each Tender made out to USP. Personal cheques are not acceptable. 2) A non-refundable Document fee of \$50.00 (Fifty Dollars) is required when uplifting documents from USP. Bidders downloading documents from the web need to pay \$50 while collecting the drawings.
18.1	Number of Copies of Bid	The number of copies of the Bid is: (Two)
19.1	Submission of Bids by Email and/or Facsimile	Bidders may submit their Bids by e-mail and facsimile: <u>No</u>
23.1	Bid Opening	Bids will be opened publicly: <u>on 21st September at 11.00a.m/ Finance Conference Rm</u>
28.3	Criteria for Bid Evaluation	Criteria for Bid evaluation: <i>Lowest evaluated Bid price from amongst substantially responsive and technically compliant bids.</i>

34.1	Performance Security	The Performance Security is required: <u>Yes</u> The Contractor shall, within two weeks of the date for possession stated in the Appendix to the Conditions of Contract furnish a Bank Guarantee in the prescribed form and to a maximum aggregate sum of five percent of the Contract Sum, the period of validity of which is to continue until fourteen days after expiration of the Defects Liability Period or, if a Schedule of Defects be delivered to the Contractor within that period, until the issue of the Certificate of Completion of Making Good Defects.
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Section III – TECHNICAL BID FORMS

Note to Bidders: It is mandatory that the Bidder duly completes and signs the Bid Submission Form and other forms contained in this Section.

SECTION III – A BID SUBMISSION FORM

Date

Bidding Reference No GS5301-111-09

To: The University of the South Pacific (USP)

Having examined the Bidding Documents No GS5301-111-09

and any addenda thereof, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to conduct **RENOVATIONS OF USPSA, ORANGE LOUNGE AND BARISTA'S BUILDINGS**, in conformity with the said Bidding Documents for the price(s) quoted in the Price Schedule separately attached herewith and made part of this Bid.

We agree to abide by this Bid for the Bid Validity Period specified in the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We accept and agree that the terms and conditions of Contract contained in the Bidding Documents will apply to any contract resulting from this bidding exercise.

We represent and warrant that we are not participating, as Bidders, in more than one Bid in this Bidding process.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify and confirm that we comply with the eligibility requirements stated in ITB Article 2 of the Bidding Documents.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Date:

SECTION III – B QUALIFICATION INFORMATION FORM

General Information

1. Name of Bidder:			
2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. www Domain:			
8a. Contact Name:			
8b. Contact Title:			
9. Parent Company, if any (full legal name):			
10. Principal subsidiaries, associates, and/or representative(s), if any and relevant to the Services:			
11. Corporate Seal:			
12. Type of Business:			
13. Year Established:			
14. Number of Staff Employed:			

Financial Information

15. For the last three financial years of the Bidder:			
Year	Balance (F\$; end of period)	Revenues (F\$)	Operating Profit (F\$)

Experience

16. Contracts of similar scale/volume during the last three years:				
Customer Name and Contact Details	Value (F\$)	Year	Goods Provided	Country

Signature _____ of _____ Bidder: _____

Section III C- TECHNICAL SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS (Part of Technical Bid –

Maintenance Repairs & New Toilet Block to existing Student's Union/Orange Lounge/Baristas Buildings at USP Campus Laucala Bay.

Based on A2 sized drawings and Specifications provided and the tender Scope of Works by the Engineer of the works, Engineered Designs :

1.0 Conditions of Tendering

1.1 You are required to submit a Item Rate Tender, not subject to fluctuations on the Tender Form provided in Alternative A for a Construction Period of 18 weeks, with the addition of public holidays should they occur over the Contract Construction Period **(to be submitted as price bid in a separate sealed envelope)**

1.2 This is to be a Competitive Tender requiring you to adhere to the accepted Standards of Trade and Workmanship Tenderers shall comply strictly within the terms and conditions of this Tender Document and any non-compliance may invalidate their tenders.

1.3 The additional documents that accompany this tender are:-

- The Conditions of Contract based on the Fiji Standard Form of Building Contracts, Without Quantities, Private Edition 1978.
- Specifications, Drawings

2.0 Tender Alternatives

2.1 This Tender for item rate does not allow for alternatives offered by the Tenderers.

3.0 Nominated Sub Contractors & Suppliers

3.1 If a part of the Works has been sub-contracted in accordance with the General Conditions of Contract, the Contractor will be held responsible for all work, materials and fittings comprised in any sub-contract, and for their care and maintenance and protection. He shall be required to take full period of his legal responsibility in connection with his Contract.

3.2 Any sub-contract Sections of Work shall be fully described and Completion Dates stated for each Section of Work and Completion Dates shall be incorporated in the Programme of Works.

4.0 Construction Works Programme

4.1 Within two weeks after the acceptance of his tender the Contractor shall submit to the Engineer for approval, a programme showing the order of procedure and methods in which he proposes to carry out the works with the critical path, that is, those elements as being able to be affected by inclement weather, shown clearly. This submission to and approval by the Engineer of such a programme or the furnishings of such further particulars as may be required shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

4.2 The Contractor shall maintain and amend the works programme as may be necessary from time to time and issue copies to Engineered Designs and having a current copy available on the site at all times for inspection by anyone concerned.

4.3 The programme must include all Nominated Sub-Contractors work and their requirements and shall show the date for commencement and completion of all sections of the works included in the Contract. The progress of the works shall be regularly recorded by the Contractor on a copy of the above mentioned schedule, which

shall be kept on the site. The Contractor is responsible for all Nominated Sub-contractors adhering strictly to the programme.

5.0 Delays & Extension of Time

- 5.1 Should a delay to the progress of the work occur beyond the control of the Contractor, he shall inform USP on the nature and possible extent of the delay immediately for an extension of the contract period. Extensions not claimed in writing will not be recognized and no claims after 4 weeks of the event shall be considered.
- 5.2 Extensions of time due to inclement weather shall be allowed only for working days on which the progress of work was affected by 4 or more hours of continuous bad weather, during normal working hours. Such claims must be confirmed by Fiji Meteorological Department reports and applied for within 7 days to the USP Maintenance Section.
- 5.3 Should it become apparent that the progress of the works is to be delayed beyond the date for Practical Completion stated in the Appendix to the Form of Contract or beyond the adjusted date for completion fixed due to granted extensions of time, then the Contractor shall be expected to carry out overtime/weekend work at his own expense, in order to expedite completion.

6.0 Prime Cost and Provisional Sums

- 6.1 Where goods are specified to be supplied only, the Contractor to allow for any extra charges as considered necessary for taking delivery, storing, protection, handling, assembly fixing, risk of loss, damages.
- 6.2 Where goods or work are specified to be supplied and fixed by Nominated Subcontractors, the Contractor shall allow for any extra charges as considered necessary for attendance, hoisting, use of scaffolding, plant etc. protection, risk of loss and damages.

7.0 Contingency Sum

- 7.1 The Lump Sum Price includes the amount stated in the Schedule of Monetary Allowances, as a contingency sum. This sum is to be expended only to the amount as directed in writing by Engineered Designs. If not used, or in part only, then the amount not spent shall be deducted from the Contract Sum or any excess expenditure, added to the Contract Sum.

8.0 Document and Tender Deposits

- 8.1 A non-refundable Document Deposit of **\$50.00 (Fifty Dollars)** is required when uplifting documents from USP.
- 8.2 Contract drawings are copyright of USP and additional costs of drawings requested from USP will be at a rate of \$4/A1 sheet, \$3/A2, \$1.50/A3.
- 8.3 A **Tender Deposit of \$300.00 (Three Hundred Dollars)** in the form of the Tenderer's Company Bank Cheque or Draft shall accompany each Tender made out to USP. Personal cheques are not acceptable.
- 8.4 Document and Tender Deposits will be returned to unsuccessful Tenderers as soon as the successful Tenderer has signed the Contract, with the successful Tenderer's Deposits released along with the 1st Progress Payment by USP after the Contract has been awarded.
- 8.5 Should the successful Tenderer fail to sign the contract within 1 calendar week from notification to do so, or in case of breach or non-performance of these provisions, the tender deposit above shall be forfeited to the Client as liquidated and ascertained damages for Breach on the part of the tenderer.

TENDER FORM APPENDIX 2 : SUPPLEMENTARY INFORMATION

(The following information must be filled and submitted with Technical Bid)

1.0 PROJECT MANAGER/FOREMAN

Provide details of qualifications and experience of the person who would be in control of the over all project at site.

Name _____

Age _____ Years with the firm _____

Qualifications _____

Experience _____

2.0 PERFORMANCE BOND

In the event of being awarded the contract, the 5% Bond would be provided by:

Signature of Bidder _____

APPENDIX TO THE FIJI STANDARD FORM OF BUILDING CONTRACT

(without quantities private edition)

Defects liabilities period (if none stated is 6 months from the day named in the Certificate of Practical Completion of Works)	Clause 15,16 & 30	6 months
Insurance to cover for any one of occurrences arising out of one event.	19 (1) (a)	\$500,000.00
Percentage to cover Professional Fees	20(A)	N/A
Date for Possession	21	3 days from date of Tender Acceptance
Date for Completion	21	Alt. A- 4 months
Liquidated and Ascertained Damages	22	at a rate of \$1000/week
Period of delay (*1)		
(i) by reason of loss or damages caused by any one if the contingencies referred to in clause 20(A) or clause 20(B) if possible.	26	1 MONTH
Prime Cost sums for which the Contractor desires to tender.	27 (g)	N/A
Period of Interim Certificates (if none stated is one month).	30 (1)	1 MONTH
Retention Percentage (if less than five Percentage)*2	30 (3)	5%
Period of Final Measurement and Valuation (if none stated is 6 months from the day named in the Certificate of Practical Completion of the Works)	30 (5)	6 months
Percentage addition	31E	Does not apply.

*1 It is suggested that the periods should be (1) three months and (ii) one month. It is essential that Periods be inserted since otherwise no delay would be prescribed.

*2 The Percentage will be 5% unless a lower rate is specified here

SCOPE OF WORKS FOR EXISTING USP BUILDINGS

1.0 BUILDING BACKGROUND:-

- There are 4 existing buildings requiring maintenance/upgrading works with one Building requiring new Students Male/Female Toilets. The present kidney bean shaped Students Association Building being of a more recently constructed 2 storey reinforced concrete/block structure is in fairly maintained condition requiring the least repair works.
- The 3 older, circular shaped 2 storey buildings of Baristas, Orange Lounge and the Services Centre founded on a steep sloping ground site are also of reinforced concrete / block construction which are linked with each other via a common set of exterior steps and landings – these buildings require a lot more maintenance and repairs.
- All 3 existing metal ‘Decrabond’ roofs over Baristas, Orange Lounge and the Services Centre buildings will require to be removed and replaced with new metal roofing with the possibility of replacing the existing roof framing as required prior to installing new roof.

2.0 EXTERIOR WORKS:-

2.1 Student Association Building at GFL-1 :-

- The Contractor is to allow for cleaning down via water blasting of the existing rock lining at the step down of the Student’s Union Building to the outdoor debating area and provide 2 coats of concrete sealer to the cleaned down rock lining on completion – allow for making good any rocks removed during water blasting works.
- Clean down existing metal roof for USP/ED’s inspection replacing or tightening any loose cyclone screws as required. Providing metal primer to rusted roof spots as required before repainting.

2.2 Services Centre at GFL- 1 :-

- Remove existing Decrabond metal tiled roof for USP/ED’s inspection. Replace any existing 75x50timber purlins on flat as required prior to installing new Bluescope kliplok profile metal roofing with cyclonic fixings to manufacturer’s recommendations.
- To eliminate roof internal gutter rainwater entering and damaging interior ceiling space, Contractor is to replace the existing guttering, with the new PVC guttering to be located below the roof line and ensure that the guttering lip is at least 30mm below the top of the perimeter fascia for rainwater overflow around the Building.
- Make good existing timber soffit battens to exterior covered walkway roof as required.

2.3 Baristas Cafeteria at GFL- 2 :-

- Remove existing Decrabond metal tiled roof for USP/ED’s inspection. Replace any existing 75x50timber purlins on flat as required prior to installing new Bluescope kliplok profile metal roofing with cyclonic fixings to manufacturer’s recommendations.
- To eliminate roof internal gutter rainwater entering and damaging interior ceiling space, Contractor is to replace the existing guttering with the new PVC guttering to be located below the roof line and ensure that the guttering lip is at least 30mm below the top of the perimeter fascia for rainwater overflow around the Building.
- Make good existing timber soffit battens to exterior covered walkway and rear terrace roof
- Chip out existing 150 square ceramic tiles from landings 1 / 2 and off existing stair goings but retaining present heavy duty Johnson’s bulldog nosings to provide a non slip exposed aggregate finish with 2 coats of concrete sealer.
- Remove bubbled and loose layers of paint by stripping down to bare blocks and provide sealer and 2 coats of finishing paint.

2.4 Orange Lounge at GFL- 3: –

- Note Orange Lounge GFL-3 is located at mid-height between the present Services Centre GFL-1 and Orange Lounge GFL-4. The existing conc. roof of Orange Lounge GFL-3 is the floor of Services Centre GFL-1 Building.
- Provide new 250Hx 200W Male / Female Formica signage’s to existing entry doors to be made good - provided a pair of proprietary heavy duty commercial Arrow door closers into each Toilet Entry Airlocks.

2.5 Orange Lounge at GFL- 4: –

- Remove existing Decrabond metal tiled roof for USP/ED’s inspection. Replace any existing 75x50timber purlins on flat as required prior to installing new Bluescope Kliplok profile metal roofing with cyclonic fixings to manufacturer’s recommendations.
- To eliminate roof internal gutter rainwater entering and damaging interior ceiling space, Contractor is to replace the existing guttering, with the new PVC guttering to be located below the roof line and ensure that the guttering lip is at least 30mm below the top of the perimeter fascia for rainwater overflow around the Building.
- Make good existing timber soffit battens to exterior covered walkway roof and replace existing cast iron DP with new PVC DP.

3.0 EXISTING STUDENT ASSOCIATION BUILDING INTERIORS AT GFL-1:-**3.1 USPSA SECRETARIAL Space -**

- **Floors** - Replace existing carpet with new 400sq. selected earth brown (or light grey) vitrified tiles at \$30/sq. meter.
- **Walls** - Provide 1 coat of new paint according to USP’s Standard Paint Colour Scheme to existing wall. All data cables must be concealed in proper ducting to ensure that they are not exposed.
- **Ceilings** - Provide 1 coat of new paint according to USP’s Standard Paint Colour Scheme.
- **Doors and Windows** – Provide 1 coat of new paint according to USP’s Standard Paint Colour Scheme to all doors and windows after cleaning them.

3.2 Room 1 Space (USPSA PRESIDENT) -

- **Floors** - Replace existing carpet with new 400sq. selected earth brown (or light grey) vitrified tiles at \$30/sq. meter.
- **Walls** - Provide 1 coat of new paint according to USP’s Standard Paint Colour Scheme to existing wall. All data cables must be concealed in proper ducting to ensure that they are not exposed.
- **Ceilings** - Provide 1 coat of new paint according to USP’s Standard Paint Colour Scheme.
- **Doors and Windows** – Provide 1 coat of new paint according to USP’s Standard Paint Colour Scheme to all doors and windows after cleaning them.

3.3 Room 2 Space (USPSA VICE PRESIDENT) –

- **Floors** - Replace existing vinyl tiles with new 400sq. selected earth brown (or light grey) vitrified tiles at \$30/sq. meter.
- **Walls** - Provide 1 coat of new paint according to USP’s Standard Paint Colour Scheme to existing wall. All data cables must be concealed in proper ducting to ensure that they are not exposed.
- **Ceilings** - Provide 1 coat of new paint according to USP’s Standard Paint Colour Scheme.
- **Doors and Windows** – Provide 1 coat of new paint according to USP’s Standard Paint Colour Scheme to all doors and windows after cleaning them.

3.4 Room 3 Space (USPSA TREASURER) –

- **Floors** - Replace existing vinyl tiles with new 400sq. selected earth brown (or light grey) vitrified tiles at \$30/sq. meter.
- **Walls** - Provide 1 coat of new paint according to USP’s Standard Paint Colour Scheme to existing wall. All data cables must be concealed in proper ducting to ensure that they are not exposed.

- **Ceilings** - Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme.
- **Doors and Windows** – Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme to all doors and windows after cleaning them down.

3.5 Room 4 Space (WELFARE & DEVELOPMENT OFFICE) –

- **Floors** - Replace existing vinyl tiles with new 400sq. selected earth brown (or light grey) vitrified tiles at \$30/sq. meter.
- **Walls** - Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme to existing wall. All data cables must be concealed in proper ducting to ensure that they are not exposed.
- **Ceilings** - Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme.
- **Doors and Windows** – Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme to all doors and windows after cleaning them.

4.0 EXISTING SERVICES CENTER BUILDING INTERIORS AT GFL-1 :-

4.1 Customer Space –

- **Floors** - Replace existing carpet floor with selected earth brown (or light grey) 400sq. fully vitrified tiles at \$30/sq. meter
- **Walls** - Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme to existing wall.
- **Ceilings** – Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme to ceiling linings.
- **Doors and Windows** - Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme to all bi folding doors and windows after cleaning them.

4.2 Reception Space –

- **Floors** - Replace existing carpet floor with selected earth brown (or light grey) 400sq. fully vitrified tiles at \$30/sq. meter
- **Walls** - Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme to existing wall.
- **Ceilings** – Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme to ceiling linings.
- **Doors and Windows** - Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme to all bi folding doors and windows after cleaning them.

5.0 EXISTING BARISTAS CAFETERIA BUILDING INTERIORS AT GFL-2 :-

5.1 Customer Space –

- **Floors** – 400x400 ceramic tiles to remain.
- **Walls** – Allow for cleaning down of all walls.
- **Ceilings** – Clean down existing dark stained timber ceiling and repaint white, remove existing metal covering to apex domed roof for new circular acrylic skylight providing 200 gap between skylight and timber cone for dissipating rising hot air. Acrylic Skylight to be designed to prevent entry of water into building.
- **Doors and Windows** – Provide 1 coat of new paint the same as the existing Paint Scheme to all bi folding doors and windows after cleaning them. Make good to any damages of existing bi folding doors.

5.2 Exterior Terrace Space –

- **Floors** – Allow for water blasting of existing floor area.

- **Walls** – Allow for water blasting and cleaning down of existing walls.
- **Ceilings** – Clean down existing dark stained and damaged timber ceiling lining and repaint white or according to USP's Standard Paint Colour Scheme.
- **Doors and Windows** – Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme to all bi folding doors and windows after cleaning them. Make good to any damages of existing bi folding doors.

5.3 Kitchen & Cooking Space –

- **Floors** – Ceramic tiles to remain
- **Walls** – Allow for water blasting and cleaning down of existing walls. Allow for paint repair of chipped or damaged paint.
- **Ceilings** – Allow for cleaning down of existing ceiling. Allow for paint repair of chipped or damaged paint.
- **Doors and Windows** - Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme to all doors and windows after cleaning them. Make good to any damages of existing doors and windows.

5.4 Store Room 1 Space –

- **Floors** – Ceramic tiles to remain
- **Walls** – Allow for water blasting and cleaning down of existing walls.
- **Ceilings** – Allow for cleaning down of existing ceiling.
- **Doors and Windows** - Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme to all doors and windows after cleaning them. Make good to any damages of existing doors and windows.

5.5 Store Room 2 Space –

- **Floors** – Ceramic tiles to remain
- **Walls** – Allow for water blasting and cleaning down of existing walls.
- **Ceilings** – Allow for cleaning down of existing ceiling.
- **Doors and Windows** - Provide 1 coat of new paint according to USP's Standard Paint Colour Scheme to all doors and windows after cleaning them. Make good to any damages of existing doors and windows.

6.0 EXISTING ORANGE LOUNGE BUILDING INTERIORS AT GFL-3:-

Demolish and remove existing two offices and reconvert this space back to its originally intended student Male / Female Toilet Blocks – refer floor plans for new set out and dimensions. Plumber is to liaise with USP's Maintenance Staff to locate the previous decommissioned sanitary lines to clean and recommission them for the new toilet hook up.

- **Floors** - Provide new 300 sq Dark Grey tiles with falls to existing floor wastes.
- **Walls** - Provide new 100 block walls for toilet entry airlocks with 10 plaster and painted finish. Provide new wall tiles to 1.2m right round.
- **Ceilings** – Clean down and make good existing suspended roof slab ceiling and repaint white or according to USP's Standard Paint Colour Scheme.
- **Doors and Windows** – Make good existing windows, check with USP on issues of privacy replacing any clear glass louvres with 6mm opaque glass uno.
- **Existing Lighting** – Electrician is to decommission existing wiring as required for the new layout and diverts/relocates wiring and light switches as required.

- **Sanitary Fittings** - Sanitary fittings such as Toilet roll-holders; Mirrors; Tap ware; WHB's; WC's and Male Urinals will be a USP supplied item – Contractor's Plumber is to allow for installation with pipes, elbows, stopcocks as required for the execution of the works.

7.0 EXISTING ORANGE LOUNGE BUILDING INTERIORS AT GFL-4:-

- **Floors** - Remove vinyl tiles for 400 sq selected earth brown (or light grey) vitrified tiles at \$30/sq. meter.
- **Walls** – Allow for water blasting and cleaning down of existing walls.
- **Ceilings** - Clean down existing white painted timber ceiling and repaint, retain existing apex circular acrylic skylight; cut existing timber cone to provide 200 high gap for dissipating rising hot air.
- **Doors and Windows** - Repair existing bifold 4 leaf timber framed door and replace/make good existing Henderson top track as required.

SECTION III –D MANUFACTURER’S AUTHORIZATION FORM – NOT APPLICABLE FOR THIS TENDER

Note to Bidders: If the Bidder is not the Manufacturer of the goods offered, the Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the original letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

To: *The USP*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the Goods]* having factories at *[address of factory]*.

do hereby authorize *[name and address of the Bidder]* to submit a Bid, and subsequently negotiate and sign the Contract with you against the Invitation to Bid No **(Tender No.)** for the above Goods manufactured by us.

We hereby extend our full guarantee and warranty for the Goods offered by the above Bidder against this Invitation to Bid.

[signature for and on behalf of Manufacturer]

(TENDER NO. GS5301-111-09)**SECTION IV - PRICE BID FORM****(TO BE SUBMITTED IN A SEPRATE SEALED ENVELOPE CLEARLY MARKED 'PRICE BID'. PLEASE REFER TO ARTICLE 12 OF ITB FOR MORE DETAILS).****USP Student Union Buildings**

Item	Item Description	Quantity(A)	Unit (B)	Rate – F\$/VIP (C)	Amount-F\$/VIP (D)= (A) X (C)
A	<u>STUDENT ASSOCIATION</u>				
Trade :	<u>1.0 Demolition</u>				
1	Chip out vinyl floor tile, remove from Site. Make good on completion	94	m2		
2	Remove carpet and store on Site. Make good on completion	13	m2		
3	Dismantle, remove and store on Site switch point. Make good on completion	1	no		
4	Dismantle, remove and store on Site ceiling hung single tube light frame (4 feet). Make good on completion	1	no		
5	Dismantle, remove and store on Site timber louvre frame. Make good on completion	5	pairs		
6	Dismantle, remove and store on Site glass louvre frame. Make good on completion	1	pairs		
	Sub-Total				
Trade :	<u>3.0 Frame</u>				
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme. Prepare for scaffold</u>				
1	Plastered post	23	m2		
2	Plastered column	50	m2		
3	Plastered beam	139	m2		
4	250 x 50 timber beam	25	m		
5	650 high timber railing to office verandah with 250 x 50 top and bottom rail including 2/ 75 x 50 vertical rail.	3	m		
	Sub-Total				
Trade :	<u>5.0 Upper Floor</u>				
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>				
1	Soffits of suspended floor	56	m2		
2	Sides & soffits of suspended beam	27	m2		
	Sub-Total				
Trade :	<u>6.0 Roof</u>				
	<u>Exterior Work</u>				
	<u>Prepare. Make good & Paint with 2 coats of new paints in accordance with USP's standard paint colour scheme</u>				
1	Existing corrugated iron roof and make good. Include for selected paint finish	219	m2		
2	650 girth x 6 folded galvanized flashing to roof parapet and make good. Include for selected paint finish	78	m		
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>				
3	250 x 50 timber rafter	106	m		
4	250 x 50 timber beam	25	m		
5	150 x 50 timber fascia board	25	m		
	Interior Work				
	<u>Prepare & Repaint with 1 coat of new paint according to</u>				

	<u>USP's standard paint colour scheme</u>				
6	250 x 50 timber rafter	134	m		
	Sub-Total				
Trade :	<u>7.0 Exterior Walls and Exterior Finish</u>				
	<u>Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme</u>				
1	Plastered wall	52	m2		
	Sub-Total				
Trade :	<u>8.0 Windows and Exterior Doors</u>				
	<u>Windows</u>				
	<u>Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme</u>				
1	Four light composite timber frame window and door overall size 2 930 wide x 2 100 high with intermediate frame fixing board lining, galvanized mesh cover and 54 timber louvres.	5	no		
2	Three light composite timber frame window and door overall size 2 430 wide x 2 350 high with top light frame including 4 fixed pane, 11 glass louvres, screening and galvanized mesh cover.	2	no		
3	Four light composite timber frame window overall size 2 400 wide x 2 350 high with top light frame including 6 fixed pane, 22 glass louvres, screening and galvanized mesh cover.	3	no		
4	Four light timber frame window size 2 830 wide x 2 100 high with intermediate frame fixing board lining including 72 timber louvres.	5	no		
5	Two light timber frame window size 1 050 wide x 1 150 high with frame board lining. Paint timber frame & framed board with lining.	1	no		
6	Twenty five top light timber frame window overall size 16 800 wide x 400 high with 25 fixed pane.	1	no		
7	Timber louvre frame with 17no. x 743 long existing timber louvres.	5	pairs		
8	Glass louvre frame with 22no. x 537 long existing glass louvres.	1	pairs		
9	Glass louvre blade.	4	no		
10	Insert screen cover.	9	m2		
	<u>Exterior Doors</u>				
	<u>Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme</u>				
11	Timber door/ frame 900 wide x 2 100 high with board linings including fixed signage sign.	5	no		
12	Timber door/ frame 900 wide x 2 100 high with board linings.	2	no		
	Sub-Total				
Trade :	<u>11.0 Interior Doors</u>				
	<u>Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme</u>				
1	Timber door/ frame 900 wide x 2 100 high with board linings.	5	no		
	Sub-Total				
Trade :	<u>12.0 Floor Finishes</u>				
	<u>Exterior</u>				
1	Water blast existing aggregate finish on concrete floor	94	m2		
	<u>Interior</u>				
2	400 x 400 selected earth brown (or light grey) vitrified floor tile laid to concrete floor including adhesive and matching grout. (P C Sum \$30.00/m2 Tile Supply).	107	m2		
3	Clean existing ceramic floor tile	13	m2		
	Sub-Total				

Trade :	<u>13.0 Wall Finishes</u>			
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>			
1	Plastered wall	111	m2	
2	Upstand wall	8	m2	
3	Wall board lining	88	m2	
	Sub-Total			
Trade :	<u>14.0 Ceiling Finishes</u>			
	<u>Exterior</u>			
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>			
1	Ceiling board	50	m2	
	<u>Interior</u>			
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>			
2	Ceiling board	110	m2	
	Sub-Total			
Trade :	<u>15.0 Fittings and Fixtures</u>			
	<u>Exterior Work</u>			
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>			
1	Timber frame Secretarial reception desk top size 1 050 length x 400 wide.	1	no	
2	Timber frame wall hung notice cabinet with fixed glass door size 1 200 length x 1 150 high.	1	no	
3	Timber frame wall hung notice board size 2 150 length x 1 150 high.	1	no	
	<u>Interior Work</u>			
4	White board fixed to timber wall size 600 wide x 600 high.	5	no	
5	Timber framed overhead cupboard unit with cupboard door size 2 860 length x 600 high x 400 wide.	1	no	
6	Fix existing white board to concrete wall size 1 200 wide x 1 200 high.	1	no	
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>			
7	Timber frame sink bench unit with cupboard doors and drawers size 2 860 length x 600 high x 600 wide.	1	no	
8	Timber frame cupboard unit with cupboard doors size 2 860 length x 600 high x 600 wide.	1	no	
	Sub-Total			
Trade :	<u>19.0 Electrical Services</u>			
	<u>Exterior work</u>			
1	Switch point fixed to concrete wall	1	no	
2	Ceiling hung tube light (2 feet)	6	no	
	<u>Interior work</u>			
3	Ceiling hung tube light (2 feet)	1	no	
4	Ceiling hung tube light including single frame (4 feet)	1	no	
	Sub-Total			
Trade :	<u>23.0 External Works</u>			
	<u>Water blast & Apply 2 coats of concrete sealer.</u>			
1	Rock lining	40	m2	
	Sub-Total			
Trade :	<u>24.0 Sundries</u>			
1	Dismantle wall hung NO SMOKING sign board, make good and re-hang after repaint of wall.	1	no	
2	Allow 500 wide covering to exposed soil inside Conference Room	10	m	
	Sub-Total			

Trade :	25.0 Preliminaries			
1	Preliminaries	1	Item	
	Sub-Total			
A	<u>STUDENT ASSOCIATION – Total Sum</u>			
B	<u>SERVICES CENTRE</u>			
Trade :	1.0 Demolition			
1	Dismantle, remove and store on Site existing timber railing.	3	m	
2	Dismantle, remove and store on Site existing Decrabond metal tiled roof. Make good on completion	280	m2	
3	Dismantle, remove and store on Site existing timber frame domed roof covering. Make good on completion	25	m2	
4	Dismantle, remove, clean and store on Site for later reuse apex acrylic skylight roof covering.	1	no	
5	Dismantle, remove and store on Site existing roof gutter. Make good on completion	41	m	
6	Dismantle, remove and store on Site existing batten board. Make good on completion	7	m2	
7	Dismantle, remove and store on Site existing fascia board. Make good on completion	41	m	
8	Dismantle, remove and store on Site existing PVC down pipe. Make good on completion	5	m	
9	Remove carpet and store on Site. Make good on completion	24	m2	
	Sub-Total			
Trade :	3.0 Frame			
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>			
1	Plastered post	15	m2	
2	Plastered column	6	m2	
3	Plastered beam	9	m2	
4	250 x 50 timber beam	17	m	
	<u>Railings</u>			
5	1 250 high timber railing with 200 x 50 top board, 100 x 50 top and bottom rail, 3/ 30 dia galvanized pipe with 10/ 50 x 50 balusters. Include for paint finish	3	m	
	<u>Prepare, Make good & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>			
6	2 500 high timber railing to verandah with 100 x 50 top and bottom rail, 200 x 50 intermediate rail including 3/ 75 x 50 and 10/ 50 x 50 vertical rail.	2	m	
	Sub-Total			
Trade :	6.0 Roof			
1	Kliplok profile metal roof covering to manufacturer's recommendations.	280	m2	
2	Timber frame domed roof covering. Include for paint finish	25	m2	
3	500 girth x 3 times folded selected flashing to match roof covering.	78	m	
4	650 girth x 4 folded selected gutter to perimeter of roof. Include for fixing	41	m	
5	150 x 50 timber fascia board. Include for paint finish	41	m	
6	Battern board. Include for paint finish	7	m2	
7	100 dia PVC downpipes including joints, outlet dropper, fixing brackets and the like.	5	m	
8	Reuse apex acrylic skylight roof covering	1	no	
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>			
9	250 x 50 timber rafter	55	m	
10	250 x 50 timber beam	17	m	
11	Batten board	19	m2	

	Sub-Total				
Trade :	<u>7.0 Exterior Walls and Exterior Finish</u>				
	Prepare & Repaint with 2 coat of new paint according to USP's standard paint colour scheme				
1	Plastered wall	43	m2		
	Sub-Total				
Trade :	<u>8.0 Windows and Exterior Doors</u>				
	<u>Windows</u>				
	Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme				
1	Single light window size 850 wide x 1 800 high with galvanized mesh cover and 12 glass louvres with galvanized mesh.	4	no		
2	Single light window size 2 430 wide x 2 350 high including 2 fixed pane and toplight frame with glass louvres.	1	no		
	<u>Exterior Doors</u>				
	Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme				
3	Pair of timber door/ frame 2 400 high x 1 200 wide with 4 fixed pane and toplight frame with glass louvres. Replace locks, handle, hinges.	5	no		
4	Timber door/ frame 2 400 high x 900 wide with 2 fixed pane and toplight frame with glass louvres. Replace locks, handle, hinges.	1	no		
	Sub-Total				
Trade :	<u>12.0 Floor Finishes</u>				
	<u>Exterior</u>				
1	Water blast existing concrete verandah floor	35	m2		
	<u>Interior</u>				
2	400 x 400 selected earth brown (or light grey) vitrified floor tile laid to concrete floor including adhesive and matching grout. (P C Sum \$30.00/m2 Tile Supply).	24	m2		
	Sub-Total				
Trade :	<u>14.0 Ceiling Finishes</u>				
	<u>Exterior</u>				
	Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme				
1	Timber ceiling	69	m2		
	Sub-Total				
Trade :	<u>19.0 Electrical Services</u>				
	<u>Exterior work</u>				
1	Ceiling hung tube light (2 feet)	4	no		
	Sub-Total				
Trade :	<u>23.0 External Works</u>				
1	Water blast existing concrete V-drain	17	m		
	Sub-Total				
Trade :	<u>24.0 Sundries</u>				
1	Dismantle roof hung SERVICE CENTRE sign board, store on site and re-hang after completion of roof work.	1	no		
	Sub-Total				
Trade :	<u>25.0 Preliminaries</u>				
1	Preliminaries	1	Item		
	Sub-Total				
B	STUDENT ASSOCIATION –TOTAL SUM				

C	<u>BARISTAS CAFETERIA</u>			
Trade :	<u>1.0 Demolition</u>			
1	Dismantle, remove and store on Site existing degrabond metal tiled roof. Make good on completion	253	m2	
2	Dismantle, remove and store on Site existing timber frame domed roof covering. Make good on completion	25	m2	
3	Dismantle, remove and store on Site existing metal covering to apex domed roof. Make good on completion	1	no	
4	Dismantle, remove and store on Site existing roof gutter. Make good on completion	38	m	
5	Dismantle, remove and store on Site existing batten board. Make good on completion	5	m2	
6	Dismantle, remove and store on Site existing timber board acting as fascia. Make good on completion	12	m	
7	Dismantle, remove and store on Site existing cast iron down pipe. Make good on completion	6	m	
	Sub -Total			
8	Dismantle, remove and store on Site existing 3 700 length x 800 high timber frame table unit. Make good on completion	1	no	
9	Chip out 150 square ceramic floor tiles, remove and store on Site. Make good on completion	64	m2	
10	Chip out vinyl floor tile, remove and store on Site. Make good on completion	9	m2	
11	Dismantle, remove and store on Site wall mounted light including frame. Make good on completion	2	no	
12	Dismantle, remove and store on Site ceiling mounted light including frame. Make good on completion	3	no	
13	Dismantle, remove and store on Site switch point. Make good on completion	1	no	
14	Dismantle, remove and store on Site bulb light including frame. Make good on completion	1	no	
	Sub-Total			
Trade :	<u>3.0 Frame</u>			
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>			
1	400 wide circular metal connection to rafter	5	m	
2	Plastered column	5	m2	
3	300 x 100 timber beam	98	m	
4	1 000 high timber railing to balcony with 150 x 50 top board, 100 x 50 top & bottom rail, 31/100 x 50 & 90/50 x 50 balusters.	16	m	
5	Ditto & Make good.	4	m	
	Sub- Total			
Trade :	<u>6.0 Roof</u>			
1	Kliplok profile metal roof covering to manufacturer's recommendations.	253	m2	
2	Apex acrylic skylight roof covering to manufacturer's recommendations.	1	no	
3	Timber frame domed roof covering. Include for paint finish	25	m2	
4	500 gifth x 3 times folded selected flashing to match roof covering.	84	m	
5	650 gifth x 4 folded selected gutter to perimeter of Kliplok roof fixed to timber framing.	38	m	
6	200 wide x 4 folded selected gutter to canopy roof fixed to top of concrete roof.	5	m	
7	100 x 50 timber board acting as fascia. Include for paint finish	12	m	
8	Batten board. Include for paint finish	5	m2	
9	100 dia PVC downpipes including joints, outlet dropper, fixing brackets and the like.	9	m	
	<u>Prepare & Paint with 1 coat of new paint according to USP's</u>			

	<u>standard paint colour scheme</u>				
10	Canopy metal roof and frame	6	m2		
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>				
11	200 x 100 timber rafter	199	m		
12	200 x 100 timber cover to rafter	38	m		
13	150 x 50 timber fascia board	38	m		
14	Batten board	18	m2		
	<u>Prepare, Make good & Repaint with 1 coat of new paint in accordance with USP's standard paint colour scheme</u>				
15	Water tank with PVC pipe connection	12	m2		
16	Concrete roof	71	m2		
	Sub- Total				
Trade :	<u>7.0 Exterior Walls and Exterior Finish</u>				
1	Clean, make good & Repaint plastered wall with 1 sealer, 2 coats of finishing paint according to USP's standard paint colour scheme	10	m2		
2	Prepare & Repaint plastered wall with 2 coats of finishing paint according to USP's standard paint colour scheme	182	m2		
	Sub- Total				
Trade :	<u>8.0 Windows and Exterior Doors</u>				
	<u>Windows</u>				
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>				
1	Single light window size 520 wide x 920 high with galvanized mesh cover, screening and 6 glass louvres.	2	no		
2	Two light window size 1 200 wide x 920 high with screens and framed board.	3	no		
3	Two light window size 1 200 wide x 920 high with framed board.	2	no		
4	Single light window size 200 wide x 2 100 high with 1 fixed pane and 3 glass louvre blades.	7	no		
5	Insert screen cover.	1	m2		
	<u>Exterior Doors</u>				
	<u>Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme</u>				
6	Pair of timber frame door overall size 1 400 wide x 2 200 high with 4 fixed pane. Replace locks, handle, hinges.	5	no		
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>				
7	Timber door and frame size 900 wide x 2 000 high including timber framed screen. Replace locks, handle, hinges.	1	no		
8	Timber door and frame size 900 wide x 2 000 high with 4 fixed pane. Replace locks, handle, hinges.	1	no		
9	Timber door and frame size 950 wide x 2 100 high.	1	no		
10	Timber frame door size 950 wide x 2 100 high with 1 fixed pane and timber ventilation grille.	1	no		
11	Metal frame door size 900 wide x 2 000 high with galvanized mesh & aluminium sheet lining. Replace locks.	1	no		
12	Insert screen cover.	2	m2		
	Sub -Total				
Trade :	<u>9.0 Stairs and Balustrades</u>				
	<u>Timber stair</u>				
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>				
1	200 x 50 stringers	8	m		
2	200 x 50 treads	9	m		

3	100 x 50 top & bottom balusters	9	m		
4	100 x 50 top rail	8	m		
	Sub -Total				
Trade :	<u>11.0 Interior Doors</u>				
	<u>Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme</u>				
1	Pair of timber door and frame size 1 100 wide x 2 000 high with screen insert and board lining. Replace locks, handle, hinges.	1	no		
2	Timber door and frame size 900 wide x 2 100 high with timber ventilation grille insert and board lining. Replace locks, handle, hinges.	1	no		
3	Insert screen cover.	2	m2		
	Sub -Total				
Trade :	<u>12.0 Floor Finishes</u>				
	<u>Exterior</u>				
1	Water blast existing concrete floor	10	m2		
2	Aggregate finish with 2 coats of concrete sealer to concrete stair	64	m2		
	<u>Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme</u>				
3	Concrete suspended balcony floor including soffits and end side.	66	m2		
	<u>Interior</u>				
4	Selected vinyl floor tile laid to concrete floor including adhesive and matching grout. (P C Sum \$30.00/m2 Tile Supply). Include for cleaning.	9	m2		
5	Clean existing 400 x 400 ceramic floor tile	176	m2		
	Sub -Total				
Trade :	<u>13.0 Wall Finishes</u>				
1	Prepare & Repaint plastered wall with 1 coat of new paint according to USP's standard paint colour scheme	398	m2		
2	Clean 200 x 200 ceramic splashback wall tile	4	m2		
	Sub -Total				
Trade :	<u>14.0 Ceiling Finishes</u>				
	<u>Exterior</u>				
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>				
1	Timber ceiling	75	m2		
	<u>Interior</u>				
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>				
2	Timber ceiling	85	m2		
3	Concrete ceiling	176	m2		
	Sub -Total				
Trade :	<u>15.0 Fittings and Fixtures</u>				
	<u>Exterior Work</u>				
1	Timber frame table unit size 3 700 length x 800 high. Include for paint finish	1	no		
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>				
2	Timber frame serving top unit size 1 500 length x 350 wide.	1	no		
	<u>Interior Work</u>				
3	Timber frame serving top unit size 2 000 length x 520 wide x 50 thick. Include for paint finish.	1	no		
	<u>Prepare, Make good & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>				
4	Galvanized range hood size 2 400 length x 700 wide x 460 high ceiling hung in pantry	1	no		

	Sub -Total			
Trade :	19.0 Electrical Services			
	Exterior work			
1	Wall mounted light including frame	2	no	
2	Ceiling mounted light including frame	3	no	
	Interior work			
3	Switch point	1	no	
4	Bulb light including frame	1	no	
	Sub -Total			
Trade :	23.0 External Works			
	<u>Water blast existing:-</u>			
1	Concrete floor	10	m2	
2	Concrete U shape drain	3	m	
3	Concrete chamber 400 square x 200 deep with D16 crossed bar cover lid	1	no	
4	Aggregate finish to concrete terrace and stair	54	m2	
5	Concrete table size 1 000 square x 80 thick	4	no	
6	Concrete stool size 440 dia x 500 high	16	no	
	<u>Water blast & Apply 2 coats of concrete sealer and Make good.</u>			
7	Rock lining	57	m2	
	Sub -Total			
Trade :	24.0 Sundries			
1	Dismantle wall hung BARISTAS sign, store on site and Re-hang after wall re-painting.	1	no	
	Sub -Total			
Trade :	25.0 Preliminaries			
1	Preliminaries	1	Item	
	Sub -Total			
C.	<u>BARISTAS CAFETERIA Total Sum</u>			
D	<u>RENOVATE TOILETS</u>			
Trade :	1.0 Demolition			
1	Chip out vinyl floor tiles, remove and store on Site. Make good on completion	31	m2	
2	Dismantle, remove and store on Site existing cast iron down pipe including rainwater head. Make good on completion	3	m	
3	Dismantle, remove and store on Site where directed, timber framed and lined partition. Make good on completion	22	m2	
4	Dismantle, remove and store on Site where directed, window and frame size 1 200 high x 900 wide.	1	no	
5	Dismantle, remove and store on Site where directed, window and frame size 2 100 high x 900 wide.	3	no	
6	Dismantle, remove and store on Site where directed, window and frame size 2 400 high x 2 700 wide.	1	no	
7	Dismantle, remove and store on Site where directed, door and frame size 2 100 high x 900 wide.	3	no	
8	Dismantle, remove and store on Site where directed, wall hung fire hose reel pipe. Make good on completion	1	no	
9	Form window opening size 350 wide x 500 high	1	no	
10	Remove eroded soil and store where directed. Make good on completion	3	m3	
	Sub -Total			
Trade :	6.0 Roof			
1	Water blast existing concrete roof.	22	m2	
2	100 dia PVC down pipe including rainwater head.	3	m	
3	200 wide x 4 folded gutter fixed to concrete roof head.	7	m	
	Sub -Total			

Trade :	7.0 External Wall & Exterior Finish			
1	Repaint plastered wall with 2 coats of finishing paint according to USP's standard paint colour scheme	26	m2	
2	Build in 200 thick block to seal off window opening, including reinforcement, grouting and concrete fill and allow to form new window opening.	3	m2	
3	15 thick plaster to blockwork wall. Include for paint finish.	3	m2	
4	10 thick plaster to blockwork wall curved on plan. Include for paint finish.	6	m2	
	Sub -Total			
Trade :	8.0 Windows and Exterior Doors			
	Windows			
1	Single light window size 350 wide x 500 high to match existing with 1 fixed pane and galvanized mesh cover. Include for hardware & paint finish.	3	no	
	<u>Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme</u>			
2	Single light window size 350 wide x 500 high with 1 fixed pane and galvanized mesh cover. Replace window hardware.	3	no	
	Exterior Doors			
	<u>Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme</u>			
3	Timber door and frame size 900 wide x 2 100 high. Replace locks, handle, hinges.	2	no	
4	Pair of heavy duty commercial Arrow door closers	2	no	
	Sub- Total			
Trade :	10.0 Interior Walls			
1	100 thick reinforced blockwall including reinforcement, concrete filing, grouting.	42	m2	
2	100 thick reinforced blockwall curved on plan including reinforcement, concrete filing, grouting.	3	m2	
	Sub -Total			
Trade :	11.0 Interior Doors			
1	Timber door and frame size 800 wide x 2 100 high. Include for hardware and paint finish.	4	no	
	<u>Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme</u>			
2	Reuse timber door and frame size 800 wide x 2 100 high. Replace locks, handle, hinges.	1	no	
	Sub -Total			
Trade :	12.0 Floor Finishes			
1	300 x 300 dark grey ceramic floor tile on concrete laid to falls including adhesive and matching grout. (P C Sum \$55.00/m2 Tile Supply).	31	m2	
	Sub -Total			
Trade :	13.0 Wall Finishes			
1	Prepare & Repaint plastered wall with 1 coat of new paint according to USP's standard paint colour scheme	31	m2	
2	10 thick plaster to blockwork wall. Include for paint finish.	83	m2	
3	10 thick plaster to blockwork wall curved on plan. Include for paint finish.	6	m2	
4	Selected wall tile including adhesive and matching grout fixed to plastered wall. (P C Sum \$30.00/m2 Tile Supply).	64	m2	
5	Selected wall tile curved on plan including adhesive and matching grout fixed to plastered wall. (P C Sum \$30.00/m2 Tile Supply).	3	m2	
	Sub -Total			
Trade :	14.0 Ceiling Finishes			
	<u>Prepare, Make good & Repaint with 2 coat of new paint</u>			

	<u>according to USP's standard paint colour scheme</u>				
1	Concrete ceiling	31	m2		
	Sub -Total				
Trade :	<u>16.0 Sanitary Plumbing</u>				
	<u>Cold Water Reticulation</u>				
1	Connect and run cold water to sanitary fitting	1	Item		
	<u>Sanitary Fittings</u>				
2	Sanitary fitting such as toilet roll-holders, mirrors, tap ware, WHB's, WC's, urinals, is a USP supplied item.	1	Item		
3	Add Contractor's Charges	1	Item		
4	Allow for attendance	1	Item		
	<u>Soil, Waste & Overflow Pipework</u>				
5	Allow for waste discharge from sanitary fitting	1	Item		
	Sub -Total				
Trade :	<u>19.0 Electrical Services</u>				
1	Allow to make allowance for the lighting & wiring for the new layouts and diverts/ relocating wiring and light switches as required.	1	Item		
2	Add Contractor's Charges	1	Item		
3	Allow for attendance	1	Item		
	Sub -Total				
Trade :	<u>22.0 Drainage</u>				
	<u>Exterior Sump & Stormwater & Soil Drainage Connection</u>				
1	Allow for the connection to exterior sump, stormwater and soil drainage pipework connecting into the existing stormwater catchment culvert/pipe.	1	Item		
2	Allow for Contractor's Charges	1	Item		
3	Allow for attendance	1	Item		
	Sub -Total				
Trade :	<u>24.0 Sundries</u>				
1	200 wide x 250 high female formica signage sign fixed to existing timber door	1	no		
2	200 wide x 250 high male formica signage sign fixed to existing timber door	1	no		
3	Painted Phone booth sign	1	no		
	Sub -Total				
Trade :	<u>25.0 Preliminaries</u>				
1	Preliminaries	1	Item		
	Sub -Total				
D	<u>RENOVATE TOILETS - Lump Sum Total</u>				
E	<u>ORANGE LOUNGE</u>				
Trade :	<u>1.0 Demolition</u>				
1	Dismantle, remove and store on Site existing degrabond metal tiled roof. Make good on completion	396	m2		
2	Dismantle, remove and store on Site existing timber frame domed roof covering. Make good on completion	25	m2		
3	Dismantle, remove, clean and store on Site for later reuse apex acrylic skylight roof covering.	1	no		
4	Dismantle, remove and store on Site existing roof gutter. Make good on completion	41	m		
5	Dismantle, remove and store on Site existing batten board. Make good on completion	5	m2		
6	Dismantle, remove and store on Site existing cover board to roof. Make good on completion	10	m		
7	Dismantle, remove and store on Site existing ORANGE LOUNGE sign board to roof. Make good on completion	1	no		

8	Dismantle, remove and store on Site existing fascia board. Make good on completion	41	m		
9	Dismantle, remove and store on Site existing cast iron down pipe. Make good on completion	3	m		
10	Dismantle, remove and store on Site existing 1 300 wide x 1 300 high timber frame notice board. Make good on completion	1	no		
11	Chip out vinyl floor tile, remove and store on Site. Make good on completion	110	m2		
12	Dismantle, remove and store on Site double tube light frame wall hung (2 feet). Make good on completion	1	no		
13	Dismantle, remove and store on Site single tube light frame ceiling hung (2 feet). Make good on completion	3	no		
14	Dismantle, remove and store on Site double tube light frame ceiling hung (2 feet). Make good on completion	1	no		
	Sub -Total				
Trade :	<u>3.0 Frame</u>				
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>				
1	Plastered post	23	m2		
2	Plastered column	15	m2		
3	200 x 50 timber beam	51	m		
	Sub -Total				
Trade :	<u>6.0 Roof</u>				
1	Kliplok profile metal roof covering to manufacturer's recommendations.	396	m2		
2	Timber frame to doomed roof covering. Include for paint finish	25	m2		
3	500 girth x 3 times folded selected flashing to match roof covering.	127	m		
4	650 girth x 4 folded PVC gutter to perimeter of Kliplok roof fixed to timber framing.	41	m		
5	100 x 50 cover board. Include for paint finish	10	m		
6	Batten board. Include for paint finish	5	m2		
7	100 dia PVC downpipes including joints, outlet dropper, fixing brackets and the like.	3	m		
8	200 x 50 timber fascia board	41	m		
9	Reuse apex acrylic skylight roof covering	1	no		
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>				
10	200 x 50 timber rafter	117	m		
11	200 x 50 timber cover to rafter	41	m		
12	Batten board	20	m2		
	Sub -Total				
Trade :	<u>7.0 Exterior Walls and Exterior Finish</u>				
1	Prepare & Repaint plastered wall with 1 coats of finishing paint according to USP's standard paint colour scheme	42	m2		
	Sub -Total				
Trade :	<u>8.0 Exterior Doors</u>				
	<u>Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme</u>				
1	Bifolding timber frame door overall size 2 000 wide x 2 160 high with 8 fixed pane. Replace locks, handle, hinges & Henderson top track.	9	no		
	Sub -Total				
Trade :	<u>12.0 Floor Finishes</u>				
	<u>Exterior</u>				
	<u>Prepare, Make good & Repaint with 2 coat of new paint according to USP's standard paint colour scheme</u>				
1	Concrete floor to verandah.	56	m2		
	<u>Interior</u>				

2	400 x 400 selected earth brown (or light grey) vitrified floor tiles laid to concrete floor including adhesive and matching grout. (P C Sum \$30.00/m2 Tile Supply).	110	m2		
	Sub -Total				
Trade :	14.0 Ceiling Finishes				
	Exterior				
	<u>Prepare & Repaint with 1 coat of new paint according to USP's standard paint colour scheme</u>				
1	Timber ceiling	74	m2		
	Sub -Total				
Trade :	15.0 Fittings and Fixtures				
1	Timber frame notice board size 1 300 length x 1 300 high. Include for paint finish	1	no		
	Sub -Total				
Trade :	19.0 Electrical Services				
	Exterior work				
1	Double tube light frame wall hung (2 feet)	1	no		
2	Double tube light frame ceiling hung (2 feet)	1	no		
3	Tube light ceiling hung (2 feet)	10	no		
	Interior work				
4	Single tube light frame ceiling hung (2 feet)	3	no		
5	Tube light ceiling hung (2 feet)	3	no		
6	Tube light ceiling hung (4 feet)	3	no		
	Sub -Total				
Trade :	23.0 External Works				
1	Water blast existing concrete V-drain	15	m		
	Sub -Total				
Trade :	24.0 Sundries				
1	ORANGE LOUNGE sign board fixed to fascia board size 2 000 length x 400 high.	1	no		
	Sub -Total				
Trade :	25.0 Preliminaries				
1	Preliminaries	1	Item		
	Sub -Total				
E	<u>ORANGE LOUNGE –TOTAL SUM</u>				

Contractor: _____ Signed: _____

Bidders are also required to submit a soft copy of their price bid in Microsoft Excel – saved on a CD/ flash drive along with the hard copy of this form in the Price Bid envelope.

Section V – COMMERCIAL TERMS AND CONDITIONS (BIDDERS MUST SIGN EACH PAGE TO CONFIRM THEIR ACCEPTANCE OF THE TERMS & CONDITIONS AND MUST BE SUBMITTED WITH THE TECHNICAL BID)

1. DEFINITIONS

1. These Commercial Terms and Conditions shall constitute the General Conditions of Contract, where no separate contract is signed with the selected Bidder(s), and, the Bidders by putting their signature and stamp on each page of this Section V are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions as defined below, words and expressions shall have the following meanings assigned to them:

- (a) “Contract” means the agreement of the Parties relating to the procurement of Goods and / or the USP Purchase Order (PO), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the USP Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions;
- (b) “Contractor” means the person or entity named in the ‘CONTRACTOR’ named field of the USP Purchase Order and any agreed in writing by the USP legal successor(s) in title;
- (c) “Day” means any calendar day;
- (d) "Delivery Date" means the latest possible date by which the Goods shall be delivered by the Contractor to the USP, as specified in the ‘DELIVERY DATE’ named field of the USP Purchase Order;
- (e) “*Force Majeure*” shall mean any unforeseeable exceptional situation or event beyond the Parties’ control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as *Force Majeure* by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by *Force Majeure*. The Party invoking *Force Majeure* shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage;
- (f) “Goods” means all of the goods/services/works to be supplied to the USP by the Contractor under the Contract;
- (g) “USP” means The University of the South Pacific;
- (h) “USP Purchase Order” means the USP’s official Purchase Order document;
- (i) “Party” means the USP or the Contractor and “Parties” means the USP and the Contractor; and
- (j) “Place(s) of Delivery” means the location(s) or place(s) where the Goods are to be delivered, as specified in the ‘SHIP TO’ named field of the USP Purchase Order.

2. CONCLUSION OF THE CONTRACT

2.1 The Contract is made between the USP and the Contractor. The Contractor is engaged as an independent contractor for the sole purpose of delivering the Goods/Services.

2.2 The Contract shall be concluded upon the Contractor duly following the countersigning procedure as stated in the USP Letter of Intent (LOI).

2.3 The Contractor shall furnish all the materials and perform all of the work shown on the drawings and described in the Scope of Works annexed to this Contract, (“the Work”).

2.4 The work will be performed at:

Address: USPSA, Orange Lounge and Baristas Buildings (“the Property”).

2.5 The Contractor shall ensure that the Work is performed in accordance with the standards and specifications contained in the Scope of Works.

3. FUNDING

This Contract shall become and remain effective only on the condition that an official Purchase Order is issued by USP following the conclusion of tender exercise. In the event this is not or no longer shall the case, the USP without unreasonable delay notify the Contractor thereof. Any continuation of the Contractor's performance under this Contract after being notified by the USP shall be at the Contractor's risk and expense.

4. DELIVERY AND TAKE-OVER OF GOODS

The Contractor shall deliver the services at the Place(s) of Delivery identified under clause 2.4 above. On behalf of the USP, a duly authorised representative(s), shall take-over the services upon delivery. Take-over of the services by the USP shall not be deemed acceptance of the services by the USP. The time of delivery as specified in the Contract / PO shall be strictly adhered to, and time shall be of the essence.

5. QUALITY OF GOODS / SERVICES

5.1 The Contractor shall deliver Goods/ Services that are:

- a) of the quality, quantity and description as required by the Contract / PO; and
- b) free from any right or claim of a third party, including rights based on industrial property or other intellectual property.

5.2 Should the Goods be of the type "homogeneously defined" or disposable, the Contractor shall provide a sample and undertake, certify, and guarantee that all Goods/ Services delivered shall be of the same quality and characteristics as the sample(s) provided.

6. INSPECTION AND ACCEPTANCE

6.1 Upon delivery and completion of the required works, the USP shall inspect the works as soon as possible and complete the Receiving Document. Should any Services fail to conform to the technical specifications, codes and standards under the Contract, the USP may reject the Services performed. The Contractor shall, at no cost to the USP rectify the non-conformity.

7. OBSERVANCE OF LAW AND LICENCES

The Contractor shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the Contract. If a licence or any other governmental authorisation is required for the Services, it shall be the obligation of the Contractor to obtain such licence or governmental authorisation. In the event of the Contractor's failure to obtain such licence or authorisation within a reasonable time, the USP may immediately terminate the Contract. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the USP shall suspend execution of the Contract. Where such errors, irregularities or fraud are attributable to the Contractor, the USP may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The purpose of suspending the Contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision of Fiji, resulting from an act or an omission that causes or might cause a financial loss.

8. PRICE

The price of the Goods/ Services shall be as stated in the Purchase Order and may not be increased.

9. PAYMENT

9.1 Unless otherwise stipulated in the Purchase Order, the USP shall make payment within thirty (30) Days of the later of:

- (a) successful delivery of the goods/ services to USP as confirmed by **the Project Manager- Properties & Facilities** , the consignee officer, and approved by **the Vice Chancellor or his appointed delegate**.
- (b) receipt of customary shipping documents and any other documents specified in the Contract; and
- (c) receipt of the original invoice issued by the Contractor.

9.2 All invoices shall be in original and shall contain the USP Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods/ Services delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorised by the USP, a separate invoice shall be submitted for each shipment under the Contract / PO. Subject to Clause 10 below ('Tax Exemption'), if applicable, the VAT amount shall be separately identified in the invoice.

9.3 Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of FJD on the day of payment and paid directly into the nominated bank account.

9.4 The USP shall not pay any charge for late payments.

10. TAX EXEMPTION

The Contractor's price shall reflect any tax exemption to which the USP is entitled. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, the USP shall deduct the amount from the Contract price. Payment of such adjusted amount shall constitute full payment by the USP. In the event that any taxing authority refuses to recognize the USP's exemption from taxes, the Contractor shall immediately consult with the USP to determine a mutually acceptable procedure for settling the applicable amount.

11. WARRANTY

11.1 The Contractor warrants that the Goods/Services furnished under the Contract conform to the technical specifications, description and standards specified in the Contract, and are new and unused, and free from defects in design, workmanship and/or materials.

11.2 The Contractor shall provide a warranty for the Goods/Services for a period of 6 months from the date of acceptance (The Defects Period) of the Goods/Services by the USP, unless the standard manufacturer's warranty period is longer in which case the longer period shall apply.

11.3 In the case of "homogeneously defined" or disposable goods, should any portion of the Goods, at any time, not comply with clause 5.1 or 5.2 herein or otherwise prove to be defective, the Contractor shall, upon written notification from the USP, replace that portion of the Goods and bear all costs associated with the replacement of same.

11.4 The Contractors shall repair or make good and defects in the work that are notified to the Contractor by the University during the Defects period.

12. DEFAULT AND DAMAGES

12.1 If due to reasons attributable to the Contractor, the Contractor fails or refuses to:

- (a) deliver any or all of the Goods/Services under the Purchase Order;
- (b) comply with any or all of the terms and conditions set out in the Purchase Order; or
- (c) deliver any or all of the Goods/Services under the Purchase Order on or before the Delivery Date;

the USP may hold the Contractor in default under the Purchase Order.

12.2 When the Contractor is thus in default, the USP may, by written notice to the Contractor, immediately terminate the Purchase Order in whole or in such part or parts thereof in respect of which the Contractor is in default.

12.3 Alternatively to clause 12 above when the Contractor is thus in default, the USP may, at its own discretion, set a reasonable period of time for the Contractor to remedy its default. Any new Delivery Date shall be specified in a written amendment to the Purchase Order, duly countersigned by the Contractor.

12.4 The USP may, at its discretion, impose penalties upon the Contractor calculated in accordance with clause 13 for each Day the Contractor is late in delivering the Goods/Services past the Delivery Date initially specified in the Purchase Order.

12.5 If the Contractor does not remedy its default within the period of time accorded under clause 12.3, the USP may, by written notice to the Contractor, terminate the Purchase Order/Contract with immediate effect.

12.6 Upon any termination of the Purchase Order/Contract, in whole or such part(s) thereof in respect of which the Contractor is in default, the USP may engage another contractor to deliver the Goods/Services and recover any difference in price and any additional costs from the Contractor.

12.7 The Contractor shall indemnify the USP for all losses, charges, costs and expenses, which the USP may suffer or incur as a result the Contractor's default, including those resulting from engaging another contractor pursuant to this clause 12.

13. PENALTIES

If, in accordance with clause 12, the USP imposes penalties on the Contractor, such penalties shall amount to zero point five percent (0.5%) of the total Purchase Order price for each Day following the initial Delivery Date specified in the Purchase Order but shall not amount to more than one hundred percent (100%) of the total Purchase Order value. The penalties for the delay may be deducted by USP from any sum(s) due, or to become due, by the USP to the Contractor.

14. DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR

If the Contractor is delayed at any time in the delivery of the Goods or fulfilment of any other of the Contractor's obligations by any act or omission of the USP, or by any of its officials, or by any separate contractor(s) contracted by the USP, or by changes ordered in the type and/or quantity of the ordered Goods/Services, or the Place(s) of Delivery, or any causes beyond the Contractor's reasonable control, or by any other cause, which the USP determines may reasonably justify the delay, the Delivery Date of the Goods/Services, or fulfilment of any other of the Contractor's applicable obligations shall be extended for such reasonable period of time as the USP and the Contractor mutually determine. The set reasonable period of time and any amended delivery date shall be specified in a written amendment to the Contract / PO, duly countersigned by the Contractor.

15. FORCE MAJEURE

As soon as possible after the occurrence of any event constituting *Force Majeure*, but no later than three (3) Days, the Contractor shall give notice and full particulars in writing to the USP of the *Force Majeure*. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the USP may terminate the Contract / PO with immediate effect by providing written notice to the Contractor.

16. INDEMNITY

16.1 The Contractor shall indemnify, hold and save harmless and defend at its own expense the USP, and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.

16.2 Clause 16 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

17. ASSIGNMENT

17.1 The Contractor shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Purchase Order except with the express written consent of the USP. Any assignment made without such consent shall be void and of no effect.

17.2 The Contractor shall not subcontract any of its obligations under the Contract / PO without the express written consent of the USP. The USP may require the Contractor to furnish particulars of the proposed subcontract as the USP deems necessary.

17.3 The USP's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract / PO.

18. INSOLVENCY AND BANKRUPTCY

18.1 Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the USP may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.

18.2 Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the USP may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Contractor with written notice thereof.

19. TERMINATION

The USP shall have the right to terminate the Purchase Order or any of the provisions thereof at any time by serving a three days notice to the Contractor.

20. WAIVER

A waiver of any breach of or default under the Contract / PO shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract / PO. The rights and remedies provided by the Purchase Order are cumulative and are not exclusive of any other rights or remedies.

21. ADVERTISING

The Contractor shall not advertise or otherwise make public the fact that it is a contractor to the USP. The Contractor shall not in any way use the name, emblem, logo, official seal, or any abbreviation of the USP.

22. DISCRETION AND CONFIDENTIALITY

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorised in writing by the USP, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the USP. The Contractor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

23. NOTICES

Any notice given in connection with the Contract shall be given in English and in writing and shall be deemed to be validly given if sent by registered mail or by fax or by email to the other Party at the following:

- (a) for the USP: the contact details set out in the 'USP BUYER' name field of the Purchase Order; and
- (b) for the Contractor: the contact details set out in the 'CONTRACTOR' named field of the USP Contract/Purchase Order.

24. STAFF MEMBERS NOT TO BENEFIT

The Contractor shall not grant to any official of the USP any direct or indirect benefit or preferential treatment on the basis of the Purchase Order or the award thereof. Any breach of this provision shall constitute a fundamental breach of the Purchase Order/Contract.

25. GOVERNING LAW

The Contract shall be governed by and construed in accordance with the substantive laws of the Republic of Fiji.

26. SETTLEMENT OF DISPUTES

26.1 The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.

26.2 If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Vice-Chancellor of the University of the South Pacific who shall have full powers to make final and binding decisions subject to prevailing laws of Fiji. The appointing authority shall be the Vice-Chancellor of the University of the South Pacific. The place of arbitration shall be Suva and the language used in the arbitration proceedings shall be English.

27. PRIVILEGES AND IMMUNITIES

No provision of the Contract / Purchase Order shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the USP.

28. AMENDMENTS

No modification, amendment or change to the Contract/Purchase Order, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract/Purchase Order, signed by a fully authorised representative of each Party.

29. VALIDITY

The invalidity in whole or part of any condition of the Contract / Purchase Order or clause thereof shall not affect the validity of the remainder of such condition or clause.

30. ENTIRE AGREEMENT

The Contract / Purchase Order constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of the Contract.

31. GOVERNING LANGUAGE

The Contract / Purchase Order shall be executed in the English language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of the Contract / Purchase Order.

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Section VI – PERFORMANCE GUARANTEE – SAMPLE TEMPLATE

(Where required, the contractor shall issue a performance guarantee through its bank. The recommended format for the performance guarantee is detailed below :)

PERFORMANCE GUARANTEE – *not applicable for this tender*

To: University of the South Pacific, Laucala Campus, Suva.

The undersigned (BANK NAME) in (ADDRESS DETAILS) taking into consideration:

that (NAME AND ADDRESS OF VENDOR) – hereinafter called “contractors“- have received from yourselves - hereinafter called ‘principals‘- an order/ contract for (DETAILS OF PURCHASE ORDER/ CONTRACT), and that the principals require from the contractors a bank guarantee for a sum of (DETAIL AGGREGATE SUM OF BANK GURANTEE) as a security for the due fulfillment by the contractors of their contractual obligations in this respect, declares:

hereby to guarantee irrevocably and unconditionally up to a maximum amount of (DETAIL AGGREGATE SUM OF BANK GURANTEE) the due fulfilment by the contractors of their obligations in this regard, and consequently undertakes to pay to the principals on their first written demand, all that which the principals declare the contractor is due to them in this respect, such with due observance of the above maximum amount.

Our liabilities under this Letter of Guarantee shall be released when (CONTRACTORS DETAILS)) have fulfilled the terms and conditions of the Purchase order/contract or on (three months after the CONTRACT END DATE/ PURCHASE ORDER COMPLETION DATE) whichever is earlier, unless further extension be made.

Our guarantee expires upon return of this document to us.

.....
Authorized Signatory of the Bank