



FIJI REVENUE AND CUSTOMS SERVICE

Terms of Reference

Tender Reference	RFT No. 12/2024
Tender Title	Design, Supply & Installation of Solar PV System - Lautoka Office
Release Date	Friday 30 th August, 2024
Submission Response Close	Friday 13 th September 2024, 12PM FJT

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Advertisement

The following is the advertisement for Fiji Revenue and Customs Service as it originally appeared in the local media and should be used as the basis to submit your responses:

**FIJI REVENUE AND
CUSTOMS SERVICE**

TENDER

**RFT No. 12/2024 – Design, Supply & Installation of PV Solar Panel Works -
Lautoka Office**

The Fiji Revenue and Customs Service (FRCS) invites submissions from Contractors who are interested in undertaking the Design, Supply & Installation of PV Solar Panel Works at our Lautoka Office.

Interested bidders can access the Terms of Reference and Drawings from the FRCS website page: <https://www.frcs.org.fj/tenders/>

For further information, please email on tenders@frcs.org.fj

All tenders must be submitted in a sealed envelope and clearly marked as “RFT No. 12/2024 – Design, Supply & Installation of PV Solar Panel Works - Lautoka Office” and should be addressed to:

**The Chairman
FRCS Tender Board
Fiji Revenue and Customs Service
Private Mail Bag
Suva, Fiji.**

Tenders should be dropped in the Tender Box located at FRCS Complex, Building 2 – Level 4, Corner of Ratu Sukuna Road and Queen Elizabeth Drive, Nasese, Suva, Fiji **no later than 12pm FJT on Friday 13th September 2024.**

No other methods of Submission will be accepted.

A world class revenue service delivering excellence in revenue collection, border protection, trade and travel facilitation

Section 1 – Invitation to Tender

RFT No. 12/2024 Design, Supply & Installation of Solar PV System - Lautoka Office

1. Fiji Revenue and Customs Service (FRCS), invites written signed tenders from eligible bidders for the given subject.
2. The following attachments form part of the Bidding Documents:
 - Section 1 – Letter of Invitation
 - Section 2 – General Terms and Conditions
 - Section 3 – Bid Data Sheet (BDS)
 - Section 4 – Schedule of Returnable Forms
 - Schedule A: Declaration by Bidder – Conformity
 - Schedule B: Bidder Information
 - Schedule C: Project Commitment, Experience & Referees
 - Schedule D: Key Personnel
 - Schedule E: Plant, Machinery & Equipment
 - Schedule F: Sub-Contractors
 - Schedule G: Works Programme and Project Methodology
 - Schedule H: Declaration by Bidder – Price
 - Schedule I: Scope of Works
 - Schedule J: Price Breakdown
 - Section 5 – Technical Specification
 - Annexure – Drawings
3. Competitive bidding will be conducted under FRCS procurement procedures and guidelines and is open to all eligible companies.
4. Interested bidders can access the tender specifications from the FRCS website page: <https://www.frcs.org.fj/tenders/> at no cost. All documents are in the English language.
5. It is the bidder's responsibility to ensure that the submission is dropped in the Tender Box located at FRCS Complex, Building 2 – Level 4, Corner of Ratu Sukuna Road and Queen Elizabeth Drive, Nasese, Suva, before the specified closing time.
6. Bidders are required to submit compliance certificates/letters from FNPF, FRCS & FNU, as part of their bids. Failure to comply with the requirements of the Bidding Documents may invalidate your submission.
7. Bidders seeking further clarification/information on the Tender and/or the process should contact via email on tenders@frcs.org.fj
8. Bid responses must be hand delivered before **12pm FJT on Friday 13th September 2024**.
9. Late tenders will not be accepted.
10. The lowest or any tender may not necessarily be accepted.
11. FRCS 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 Tenderer or Tenderers.

Section 1 – General Terms and Conditions

The following General Terms and Conditions will apply.

1.1 Format of Response	Each bidder must provide a formal letter of transmittal that must: - Be signed by an authorized representative of the organization and must state that the signing official is authorized to legally bind the organization. - Include the names, titles, office addresses and office telephone numbers of the persons authorized by the organization to conduct negotiations on the proposal, including their expected roles in negotiations; and - Provide a contact name, address, landline number and email address which FRCS will use in serving notices to the bidder.
1.2 Late Submissions	Submissions received within five minutes of the closing time will be accepted. Five minutes is allowed as variation for any timing difference.
1.3 Applicants to Inform Themselves	Each applicant should: - Examine this specifications document; and any documents referred to within; and any other information made available by FRCS to the applicants. - Obtain any further information about the facts, risks and other circumstances relevant to the tender by making all lawful inquiries. - Ensure that the submission, and all information on which its proposal is based, is true, accurate and complete. By submitting their proposal, applicants will be deemed to have: - Examined the tender specifications and any other information made available in writing by FRCS to the applicants. - Examined all information relevant to the risks, contingencies, and other circumstances having an effect on their proposal and which is obtainable by the making of reasonable inquiries.
1.4 Bidder's Risk	FRCS accepts no responsibility, liability, or obligation whatsoever for costs incurred by or on behalf of any bidder in connection with the EOI or any participation in the tender process.
1.5 Selection of Preferred Applicant	- No proposal will necessarily be selected by FRCS as the preferred solution/s. The FRCS Evaluation Committee may decide not to accept any proposal or reject all proposals at any time. FRCS reserves the right to cancel this tender and pursue an alternative course of action at any time. - Selection of Preferred Applicant will not be acceptance of the proposal and no binding relationship will exist between the preferred applicant(s) and FRCS until a written agreement acceptable by FRCS is executed by an authorized officer of FRCS and the successful applicant(s).

1.6 Conduct of Applicants	Conduct of Applicants or any of their consortium members, may affect the outcome of their tender responses, including non-consideration of the proposal. Applicants warrant to FRCS that they (and their consortium members) have not and will not engage in any of the following activities in relation to this tender process: - Lobbying of or discussions with any politician or political groups during this tender process. - Attempts to contact or discuss the tender process with officers, any member or staff or contractor currently working in FRCS or any agent of this Department, Exception to Evaluation Committee members. - Provision of gifts or future promise of gifts of any sort to the previously mentioned personnel. - Accepting or providing secret commissions. - Seeking to influence any decisions of FRCS by an improper means; or otherwise acting in bad faith, fraudulently or improperly.
1.7 Currency	All currency in the proposal shall be quoted in Fiji Dollars and prices shall be VAT Inclusive.
1.8 Corporate Information	Each applicant must provide the following information: - Details of the corporate and ownership structure, including identification of any holding company or companies and parent companies (Business license and Business Registration); - Profiles of the company and any parent entity. If the company is a subsidiary, the applicant must provide full details of the legal and financial relationship between the subsidiary and parent. The names of all directors and officers of the company. - A full description of the current operations of the company including the most recent audited financial statement. - A copy of the company's Certificate of Incorporation. - Confirmation that the company has the capacity to bid for the Services and that there is no restriction under any relevant law to prevent it from bidding. - Provision of details of any legal proceedings that are being done against the company.
1.9 Qualifications and Capability	Each Applicant must: - Be FNPF, FRCS, FNU & VAT compliant (letters to be attached). Tax Identification Number (TIN) must be quoted in the submission. - Be able to demonstrate that it will be able to meet its financial obligations under this tender. - The bidder has to have direct partnership with the supplier (Partner Certificate to be included with proposal) and must be an authorized reseller, distributor and service center.

1.10 Mergers, Acquisitions, Sales of Applicant	Where such information is publicly accessible, the Applicant must indicate whether any mergers, acquisitions or sales are planned presently or during the year following the submission of the proposal.
1.11 Enquiries	• All questions and enquiries regarding this tender are to be made in writing via email or official letter. • All questions and inquiries will be responded to in writing by email. • Verbal responses will not have any binding on either party.
1.12 Confidentiality	• All Companies shall keep strictly confidential any and all information contained in this ITT, and other information or documents made available to it by or on behalf of FRCS in connection with this ITT. The firms shall not disclose, nor allow any such information to be disclosed. • Any effort by a Tenderer to influence the FRCS in its decisions on Tender evaluation, Tender comparison, or Contract Award may result in the rejection of the Tenderer's Bid.
1.13 Price Bid	The Price(s) should include all non-exempt duties, taxes, and other levies payable by the Tenderer under the contract/purchase order and must be as per the Price Schedule/Bid Form provided.
1.14 Bid Validity Period	The bid shall remain valid for 90 calendar days after the deadline of the receipt of the bids.
1.15 Notification of Award	FRCS will notify the successful Tenderer in writing prior to the expiration of the period of Bid Validity. FRCS may sign a contract with the successful Tenderer and issue a Purchase Order for a set duration.
1.16 Extension of Validity Period	• In exceptional circumstances, prior to the expiration of the proposal validity period, FRCS may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing and shall be considered integral to the Proposal. • If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change to the original Proposal. • The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.

Section 2 – Bid Data Sheet

BDS No.	Description	Instruction
1.	Pre-Bid Site Meeting (Compulsory)	Date: Tuesday 3 rd September 2024 Time: 11am – 12pm Venue: FRCS Office, Lautoka Contact Person: Mr. Colin Alfred Designation: Manager Facilities and Projects, Finance Contact Details: (T) 679 324 3104 (M) 998 3666 (E) calfred001@frcs.org.fj
2.	Drawings Attached	A00, A05, A07, A09, A10, A11, A13, A15, A17
3.	Condition of Tender	Fixed Lump Sum
4.	Contract Form	The provisions of the Contract Template are only indicative of the terms and conditions that the parties may ultimately agree to enter and will become binding on the parties after the Tender has been awarded and upon finalization and execution of the contract.
5.	Mandatory Supplementary Documents	• Company Profile including Organization Structure • Key Resources (staff & equipment) • FRCS Tax Compliance Letter • FNPF Compliance Letter • FNU Levy Certificate • OHS Compliance Certification • 3 minimum written Clients Reference with contact details • 2 minimum written Supplier Reference • 3 minimum Past Project Experience of Similar Value and Nature • Work Program in Gantt Chart format. • Safe Work Method Statement (SWMS) considering office operations. • Provide AFS-3years or Bank Guarantee/Support Letter on company's financial capability
6.	Public Liability Cover	FJD 500,000.00
7.	Liquidated Damages (LD)	FJD 300.00 per Calendar Day
8.	Retention	10% of the Contract Value
9.	Performance Bond	10% deposit of the Project Value is to be paid upfront
10.	Defects Liability Period (DLP)	12 Months
11.	Deadline / Submission	Date: Friday 13 rd September 2024 Time: 12pm FJT

		Mode: Submission to be dropped in the Tender Box located at FRCS Complex, Building 2 – Level 4, Corner of Ratu Sukuna Road and Queen Elizabeth Drive, Nasese, Suva. Tender to be in a sealed envelope and clearly marked as “<i>RFT No. 12/2024 – Design, Supply & Installation of Solar PV System - Lautoka Office</i>”.
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Section 3 – Schedule of Returnable Forms

Schedule A: Declaration by Bidder – Conformity

Tender Reference:	RFT No. 12/2024
Tender Title:	Design, Supply & Installation of Solar PV System - Lautoka Office

1. We, confirm to have examined the Tender Documents, attended the Pre-Bid Site Meeting (if any) and hereby acknowledged any addendums thereof, offer to supply the goods, services or works set out in the ITT, the Specifications, Drawings and accompanying documents for the price(s) specified in the Price Schedule.
2. Declare that we have read and clearly understood all Sections of this ITT, including the GTC & TOR, if required we will sign and return any section of ITT to form part of the Contract Document.
3. We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:
 - a. have no conflict of interest, is not under procurement prohibition by the FRCS or been suspended, debarred, sanctioned or otherwise identified as ineligible;
 - b. have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
 - c. Undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the FRCS or any other party, and to conduct business in a manner that averts any financial, operational, reputational, or other undue risk to FRCS.
4. We declare that all the information and statements made in this Proposal are true and we accept not to deviate, unless the Scope of Work will change by the FRCS;
5. Agree that the FRCS has the right to deduct the full Bid Security Sum (if any) in case of any breach to the terms of conditions of the ITT or in case where we decided to reject the offer by the FRCS after the Letter of Award has been issued by the FRCS;
6. I understand that the FRCS reserves the right, unless the tenderer stipulates to the contrary in the tender, to accept such portion thereof as FRCS may decide. FRCS is not bound to accept the lowest or any tender.
7. Confirm that our submission shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

I, the undersigned, certify that I am duly authorized to sign this Proposal and bind it should FRCS accept this Proposal.

Authorized Representative Signature : _____
Authorized Representative Name : _____
Designation : _____
Company Name : _____
Date : _____

[Bidders official stamp/seal]

Schedule B: Bidder Information

Bidder Registered Name	[Complete]
Legal Address	Street Address: [Complete] Postal Address: [Complete] Office Number: [Complete] Website (if any): [Complete]
Year of Registration	[Complete]
List of Director(s)/Shareholder(s)	[Complete]
Bidder's Authorized Representative	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Countries of Operation	[Complete]
No. of full-time Employees	[Complete]
No. of Technical Employees	[Complete]
No. of Field Employees	[Complete]
Contact person FRCS may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Attach the following documents:	• Company Profile, <u>not</u> exceeding fifteen (15) pages with Organization Structure, Director (s), specialization, expertise, list of equipment, machinery and resources; • Project Profile, list of past experiences in similar nature and capacity with contact details; • Brochures and product catalogs relevant to the goods/services being offered; • Certificate of Incorporation/ Business Registration; • Valid Tax Compliance Certificate issued by FRCS; • Certificate of Tax Registration and Exemption (if any); • Valid FNPf Compliance Certificate; • Valid FNU Levy Compliance Certificate; • Copies of the financial statement (balance sheets, including all related notes, and income statements) for atleast recent 3 years prepared by a qualified Accountant professional; • Work Programme – submit tentative program in Gantt chart, indicating key trade and milestone timelines; • Methodology Statement – details of all activities from mobilization time from award till project completion. • Provide AFS-3years or Bank Guarantee/Support Letter on company's financial capability

Schedule C: Project Commitment, Experience & Referees

C.1 – On-Going Projects

List down Projects currently in Progress in the table below.

Client Name	Project Name & Location	Contract Value	% Progress & Approximate Completion time	Types of activities being undertaken

☐ Bidders may also attach additional information with the submission.

C.2 – Past Project Experience

List down Past Project Experience in the table below of similar scope & capacity to this tender.

Client Name	Project Name & Location	Contract Value	Year of Completion	Types of activities undertaken

☐ Bidders may also attach Statements of Satisfactory Performance from the Top 3 (three) Clients or more, with the submission.

C.3 – Project Cliental Referees

List down atleast 3 Cliental Referee details in the table below.

Name of Referee	Project Name & Location	Reference Contact Details	Contract Value	Types of activities undertaken
1.				
2.				
3.				

☐ Bidders may also attach Statements of Satisfactory Performance from the Top 3 (three) Clients or more, with the submission.

Schedule D: Key Personnel

List the key staff personnel that will be engaged for this project.

Name	Current Position	Experience	Qualification	Role for this Project and % Contribution
				Contract Administrator % - [Complete]
				Project Manager % - [Complete]
				Site Foreman % - [Complete]
				Electrical % - [Complete]
				Plumbing % - [Complete]
				Joinery % - [Complete]
				Assembler % - [Complete]
				Finishing % - [Complete]

☐ Bidders to attach resume of nominated key staff personnel required for the project as assigned above.

Schedule E: Plant, Machinery & Equipment

List out all necessary plants and equipment required to undertake the project/ works prescribed in the ITT. The bidders must indicate whether the listed equipment is owned, hired, or will be purchased.

Description of Equipment	Quantity	Ownership (Owned / Hired / To be Purchased)

☐ Bidders to attach registration and/or further agreement/ arrangements as applicable based to the indication as above.

Schedule F: Sub-Contractors

List out all the services of a Sub-Contractor and the nominees. Successful Contractor will not be allowed to change the sub-contractor at any stage of the project once awarded. If the contractor for some reason wishes to change a sub-contractor, FRCS approval will be required in writing.

Sub-Contractor Name	% work being outsourced	Types of Activities and Services to be undertaken

☐ Bidders to attach Business Registration, Valid FNPF, FRCS, FNU Compliance Certificate, Company & Project Profiles for all nominated Sub-Contractors. Agreement/arrangements (if any) made for the above serves shall also be attached.

Note: It is expected that the Bidder as the Lead Contractor to be undertaking a minimum of 70% of the contracted works at any given time.

Schedule G: Works Programme and Project Methodology

Bidder must attach;

- Tentative works programme using Gantt chart, indicating key trade and milestone timelines.
- Methodology Statement detailing all activities from mobilization time from award till project completion.

Tentative Works Duration: _____

Schedule H: Declaration by Bidder – Price

Tender Reference:	RFT No. 12/2024
Tender Title:	Design, Supply & Installation of Solar PV System - Lautoka Office

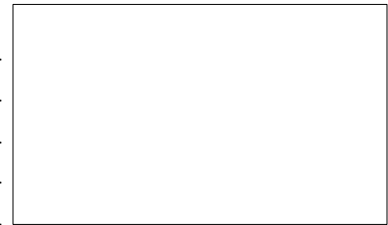
We, the undersigned, submit our Price for the above project in accordance with the Drawings/Specification prepared by FRCS.

The whole of the works shall be completed and carried out to the entire satisfaction of FRCS for the sum of [Insert amount in words and figures (VIP)].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet. We understand you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized to sign this Proposal and bind it should FRCS accept this Proposal.

Authorized Representative Signature : _____
Authorized Representative Name : _____
Designation : _____
Company Name : _____
Date : _____



[Bidders official stamp/seal]

Schedule I: Scope of Works

Item No	Trade Description
1.0	Scope of Works
	a) The selected firm will be required to work under the direct supervision of FRCS and will be required to coordinate with the project stakeholders. b) Prepare a Solar PV System documentation with full technical details which meets international standards. c) Supply, install and commission the Solar PV System. d) Provide training on the operation, maintenance, and monitoring of the systems. e) Provide backup support during the Defects Liability Period (12 months) and ensure timely rectification of defects if so required.
1.2	Site Survey & Investigation The contractor shall carry out general assessment and preliminary works for this stage. This shall include but not be limited to the following. a) Installation area assessment and its implications b) Poly logger test to assess existing load profile, consumption etc and determine various factors affecting the design c) Simulation using reputable methods and software to generate estimated yield d) Structural assessments and implication of panels on roof and/or ground e) Small scale test to assess actual possible yield f) Assessment for shading limitations, roof altitude and azimuth. g) Requirements for switchboard upgrade to allow for connection of PV system h) Directional assessment i) Losses assessments j) Factors that affect the yield k) Any other item as deemed necessary
1.3	The contractor shall provide a comprehensive report that includes but is not limited to the following: a) Simulated yield b) Actual test yield and comparison with simulated yield c) Estimated/calculated losses d) Structural assessment and limitations e) Other potential limitations f) Switchboard upgrade requirements g) Financial Benefit Analysis that details projected Savings and Return on Investment of the proposed system considering losses, potential power supply to grid and rebates, maintenance, potential equipment replacement that maybe required during the life of the Solar Panels h) Proposed design report i) Any other item as deemed necessary

1.4	Design Phase The contractor shall use the information from the assessment phase to carry out the detailed design of the best possible PV system with maximum efficiency which suits the site conditions. The contractor shall allow to carry out design and allow 3 update/design progress meeting during the course of design. Design Considerations a) Results from the assessment phase b) PV Cyclone resistant mounting c) Grid connected system d) Metering and monitoring e) Lighting protection and surge protection f) Remote and online logging g) 25-year warranty for panels h) Minimum 10 years warranty on inverter i) Maintenance ease design j) Quality and durability of products k) Yield reduction over time l) Inverter protection m) Power quality n) Ventilation for inverters o) Grid protection p) Labelling q) Warranty of panels, inverters and other items r) Detailed design drawings (Inclusive of Electrical and Structural Drawings) s) Specification of proposed design and equipment t) Bill of Materials Use of high efficient panels and equipment for a high efficiency system
	Supply, Installation and Commissioning a) Contractor to procure all materials as per the approved design b) Contractor to install and carry out works as per the approved design c) Contractor to allow for commissioning and testing d) Contractor to provide 5 year defects liability period e) Provision of as built, commissioning reports, preventative maintenance and operations manuals inclusive of staff training
	Other Requirements Fiji Revenue & Customs Services welcomes alternative proposals for the project which shall be considered and will be subject to technical and financial analysis during

	tender. Fiji Revenue & Customs Services will also give preference to high efficiency systems. Based upon preliminary assessment, FRCS assumes the array size to be in the range of 90 kW $\pm$ 50 kW. The correct array size shall be determined during the assessment and investigation phase of the works.
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Schedule J: Payment Schedule

DESIGN, SUPPLY & INSTALLATION OF SOLAR PV SYSTEM – LAUTOKA OFFICE				
Item #	Description	RATE	QTY	AMOUNT
1.1	Site Survey & Investigation (Provide Report and findings)		1	
1.2	Design and Prepare a Solar PV System documentation with full technical details which meets international standards.		1	
1.3	Supply, install and commission the Solar PV System		1	
1.4	Provide training on the operation, maintenance, and monitoring of the systems		1	
1.5	Handover		1	
Sub Total VEP				
VAT				
GRAND TOTAL VIP				

Section 4 – Technical Specification

Preliminaries

All Tenderers are to visit site to view the works outlined in the Scope of Works. Where Tenderer provide quotes, it is assumed that proper site inspection has been done. It is intended that the works shall be done in a manner where the FRCS's operation is not affected.

All work shall be carried out by selected Tenderers who meet the requirements as per this ITT. All work shall conform to the National Building Code of Fiji or any other higher relevant standards for construction with reference to standard below;

Standards and Regulations including but not restricted to:

AS 1170.4 Minimum design loads on structures (known as the SAA Loading Code) -
Earthquake loads - Commentary (Supplement to AS1170.4-1993)

AS/NZS 1768 Lightning Protection

AS/NZS 3000 Electrical installations (known as the Australian/New Zealand Wiring Rules)

AS/NZS 3439.1 Low-voltage switchgear and control gear assemblies - Type-tested

and partially type-tested assemblies

AS/NZS 5033 Installation of photovoltaic (PV) arrays

AS/NZS 3080 Telecommunications installations - Generic cabling for commercial
premises (ISO/IEC 11801:2002, MOD)

AS/NZS 4777.3 Grid connection of energy systems via inverters Part 3: Grid protection
requirements

AS/NZS 4777.1 Grid connection of energy systems via inverters Part 1- Installation
requirements

IEC61215 Crystalline Silicon Terrestrial Photovoltaic (PV) Modules. Design qualification
and approval.

IEC61730 Photovoltaic (PV) module safety qualification. Requirements for construction
and testing

UL 1703 Guidelines

Conditions and Information

This document shall form part of the contract for the works. No conditions or standard requirements either expressed or implied in Tenderers submissions and quotation shall override this Scope of Works/Specification and the Contract documents.

- a) The premises which are fully occupied, disruption to the occupants must be kept to a minimum.
- b) The safe, free, and uninterrupted access to this property shall be maintained for all occupants.
- c) The access to any section of the site by the selected Tenderers shall be made in advance liaison with and in mutual agreement with FRCS.
- d) Irrespective of prevailing site conditions, this property is to be protected from all-weather elements during the course of these works, particularly water ingress.
- e) Any works in regard to application of Waterproofing Membranes in this document shall not be covered after preparation until that element of the work has been inspected by the FRCS and approved to be covered.

Occupational Health and Safety Requirements

The Selected Tenderer is to attend site after having completed the Occupational Health and Safety Induction and Training for Construction prior to commencing work on site.

The Selected Tenderer shall provide a copy of the Occupational Health & Safety Certificate at the time of providing a Safe Work Method Statement that:

- describes how the work is to be carried out, and
- identifies the work activities assessed as having safety risks, and
- identifies the safety risks, and
- Describes the control measures that will be applied to the work activities.

OHS Regulations 2006

- The Selected Tenderers shall be responsible for ensuring all staff and the tools, equipment, and excess materials that they are required to use are all stored safely in accordance with the above Occupational Health and Safety Regulation.

Materials

- The selected Tenderer shall ensure that the products nominated in the Specification shall be used unless approval for substitute products is given by FRCS in writing. Substitute product approval shall not be unreasonably withheld if quality and performance can be assured.
- The selected Tenderer shall ensure that the product used shall be used in strict accordance with Manufacturer's instructions and may be subject to the Manufacturer's inspections from time to time.
- The selected Tenderers shall supply all the necessary materials as new unopened units and shall further supply all necessary tools, equipment, and access aids to allow the safe and prompt execution of the works.

Warranties

All works shall comply with the Statutory Warranties.

- a) a warranty that the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract,

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- b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used on that, unless otherwise stated in the contract, those materials will be new,
 - c) a warranty that the work will be carried out in accordance with and will comply with, this or any other law,
 - d) a warranty that the work will be carried out with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time,
 - e) a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling,
 - f) a warranty that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is carried out expressly makes known to the holder of the license or person required to hold a license, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the skill and judgment of the holder or person.
 - g) 10% of total contracted amount shall be retained as retention for any defects that may arise and determined for 12 month's defects period.

Site Conditions

- a) The selected Tenderer shall visit site to familiarize themselves with all aspects of the works.
 - b) The selected Tenderer shall provide adequate protection for all adjoining and adjacent building elements. Any damage sustained as a result of the Tenderers work shall be repaired/ replaced to the FRCS's satisfaction without cost to the FRCS and shall be completed within the Contract period.
 - c) The selected Tenderer is responsible and shall allow for all types of site access, scaffold, ladders, hoists as well as barricades, hoardings and or temporary fences.
 - d) The selected Tenderer are responsible for and shall allow for any and all Council and regulatory authority fees and permits where such fees & permits apply to the construction, completion and occupation of the building.
 - e) The site shall be progressively kept clean with final clean up prior to hand-over.
 - f) The selected Tenderer shall identify, locate, secure, and protect all existing services within the premises.
 - g) The selected Tenderer shall prop and secure all elements that may be subject to vibration or movement from the proposed works.
 - h) It is essential that the selected Tenderer give due consideration to the environmental conditions within which this property exists. It will be the selected Tenderer responsibility to ensure, for example, galvanizing to correct thicknesses, stainless steel components of the correct grade and similar issues should be adhered to appropriate separation for dissimilar materials should be allowed for to avoid any form of corrosion or cracking.
 - i) No Parking shall be allowed on site to the selected Tenderer unless approved.
 - j) Storage sheds if required to be supplied by the selected Tenderers and located as directed by FRCS.
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- k) The Contractor must take responsibility for any associated risks and liability for any damages on the FRCS premises should it occur during the execution of the project, and that any sub-contractor engaged in this project must be revealed to FRCS prior to commencing of the contract works.
 - l) The FRCS 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.
 - m) The Contractor shall provide, in the joint names to the FRCS and the Contractor, insurance cover from the Contract commencement date to the end date and or of the Defects Liability Period, in the amounts and deductibles for the following events which are due to the Contractor's risks: loss of or damage to the Works, Plant, and Materials; loss of or damage to Equipment; loss of or damage to property in connection with the Contract; and personal injury or death.
 - n) The Contractor is to be advised that all materials to be used are of high quality, all timber replacement materials to be used are to be, A-Graded treated timber only. All timber to be new stress grade F7/F8 seasoned and H3 preservative treated timber equivalent.
 - o) The Paint application method should be either Roller/Brush or Spray. Contractor to note that all paint specification is as per below.
 - p) Contractor to note that all Electrical cables to be properly duct using appropriate conducting. All Electrical must comply with the AS/NZS 3000 Wiring Rules.
 - q) The Contractor must ensure that any equipment and machinery used for the assignment, must take due responsibility for its own access to the FRCS's premises including any scaffolding works in the isolation of works area, and any danger, machinery, and work signage's to be placed where appropriate to caution staffs and Customers of the premises for awareness while any maintenances work is in progress. All scaffolding structures are to be certified.
 - r) General Cleaning of Surrounding Area, the contractor to be responsible for disposal of any waste materials or rubbish remains during the contract engagement. The contractor should also clean all drains and tidy up landscape surrounding the building Area and adhere to noise control after working hours.
 - s) Preliminary & General: Allow for erecting OHS signage's at the Vicinity and Barricade the Building maintenance site and the use of proper scaffolding (if required). Allow for providing Labour, materials etc. for the satisfactory execution of the project works and comply with FRCS's security induction process and having all approved workers carry proper identification (ID) onsite.
 - t) At all times, contractor to strictly adherence to MCTTT's COVID-19's practices and protocols at the work site.
 - u) No alcohol, radios, pets or inappropriate language or any manner of behaviour that is deemed as inappropriate by the FRCS's standard or in breach of FRCS's policies are not permitted to be used or brought on site by the selected Tenderers.

Note

1. The Contractor to ensure the surface is dry and free from dust and other contamination before applying every coat of paints.
2. The contractor to obtain all final application approvals from the nominated paint supplier.
3. Contractor is responsible to clean and clear site of all construction waste and restore to initial conditions.
4. The drawings and specification shall be carried out to the letter and are intended to be cooperative, i.e., any work shown on the drawings and not mentioned in the specification or work, or materials herein specified or described but not shown on the drawings will be executed by the Contractor as if specifically shown or mentioned by both.
5. Contractor is to make good to any damages caused by his employees.
6. Contractors are to supply their own scaffolding (if required) for the duration of the work. The contractor is also liable for erected scaffolding on site. All responsibility for the scaffolding on site will be contractors throughout the duration of the works and will make good to any damages caused by scaffolding. (All scaffolding should comply with all OHS regulations)

ANNEXURE