



FIJI REVENUE AND CUSTOMS SERVICE

SPECIFICATIONS FOR EXPRESSION OF INTEREST (EOI) NO.38/2026:

QUANTITY SURVEYING SERVICES FOR THE PROPOSED FRCS NADI OFFICE COMPLEX

Tender Reference	EOI No. 38/2026
Tender Title	Quantity Surveying Services for the Proposed FRCS Nadi Office Complex
Release Date	Friday 09 th October 2026
Submission Response Close	Friday 30 th October 2026, 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**

Expression of Interest (EOI)

FRCS hereby invites qualified bidders to submit EOIs for the following services of the Proposed FRCS Nadi Office Complex.

1. EOI No. 37/2026 – Civil & Structural Engineering Services for the Proposed FRCS Nadi Office Complex
2. EOI NO. 38/2026 – Quantity Surveying Services for the Proposed FRCS Nadi Office Complex
3. EOI No. 39/2026 - Building Services Engineering Consultancy for the Proposed FRCS Nadi Office Complex

The project involves the full design, statutory approvals, construction, commissioning, and handover of a new multi-storey office complex in Nadi comprising over 5,000 square metres of floor space. The facility will serve as the FRCS office, a Regional Training Hub, accommodation facility, conference centre, and associated infrastructure to support FRCS's operational, administrative, and border management functions. Interested firms with proven experience in the design and delivery of similar large-scale developments are invited to submit their Expressions of Interest in accordance with the tender requirements.

Interested bidders can access the Terms of Reference from the FRCS website: <https://www.frcs.org.fj/tenders/> or for further information, please email on tenders@frcs.org.fj

Submission must be enclosed in a sealed envelope, clearly marked with the relevant tender reference number and title, and addressed to:

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

Or it 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 12.00pm on 30th October 2026.**

FRCS reserves the right to accept or reject any submissions at its discretion, and this RFT does not constitute a contract or offer and is intended solely for the purpose of soliciting interests.

Section 1 – Invitation to Tender

EOI NO. 38/2026 – QUANTITY SURVEYING SERVICES FOR THE PROPOSED FRCS NADI OFFICE COMPLEX

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: Not Used
 - Schedule F: Declaration by Bidder – Price
 - Schedule G: Scope of Works
 - Schedule H: Payment Schedule
 - Annexure A – Title
 - Annexure B – Locality Map
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 EOI 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 EOI 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 30th October 2026**.
9. Late tenders will not be accepted.
10. The lowest or any EOI 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 2 – 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: a. Be signed by an authorized representative of the organization and must state that the signing official is authorized to legally bind the organization. b. 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 c. 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: a. Examine this specifications document; and any documents referred to within; and any other information made available by FRCS to the applicants. b. Obtain any further information about the facts, risks and other circumstances relevant to the tender by making all lawful inquiries. c. 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: a. Examined the EOI specifications and any other information made available in writing by FRCS to the applicants. b. 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 Fijian 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 or bank guarantee letter stating companies' financial stability. - 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. - Directors to be tax compliant. A copy of tax compliance certificate of the Director to be included in the submission. - Be able to demonstrate that it will be able to meet its financial

	obligations under this EOI. d. 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 centre.
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 EOI 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 Bidder 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 Bidder 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 3 – Bid Data Sheet

BDS No.	Description	Instruction
1.	Condition of EOI	Fixed Lump Sum
2.	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 EOI has been awarded and upon finalization and execution of the contract.
3.	Mandatory Supplementary Documents	• Company Profile including Organization Structure • Key Resources (staff & equipment) • Professional Indemnity (PI) Cover • Fiji Institute of Quantity Surveyors (FIQS) • Valid Business License and Registration Certificate • FRCS Tax Compliance Letter (Business and All Directors) • FNPF Compliance Letter • FNU Levy Certificate • OHS Compliance Certification • 3 minimum written Clients Reference with contact details • 3 minimum Past Project Experience of Similar Value and Nature
4.	Public Liability Cover	FJD 1,000,000.00
	Professional Indemnity Insurance	FJD 1,000,000.00
5.	Liquidated Damages (LD)	FJD 2,500.00 per Calendar Day

6.	Deadline / Submission	Date: Friday 30th October 2026 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>EOI NO. 38/2026 – QUANTITY SURVEYING SERVICES FOR THE PROPOSED FRCS NADI OFFICE COMPLEX</i>”.
7.	Contact Information	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

Section 4 – Schedule of Returnable Forms
Schedule A: Declaration by Bidder – Conformity

Tender Reference:	EOI NO. 38/2026
Tender Title:	QUANTITY SURVEYING SERVICES FOR THE PROPOSED FRCS NADI OFFICE COMPLEX

1. We, confirm to have examined the EOI 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 EOI, 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 EOI, including the GTC & TOR, if required we will sign and return any section of EOI 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 EOI 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, and resources; • Project Profile, list of past experiences in similar nature and capacity with contact details; • Certificate of Incorporation/ Business Registration; • Professional Indemnity (PI) Cover Certificate; • Public Liability Cover • Fiji Institute of Quantity Surveyors (FIQS) Certificate; • 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 at least recent 3 years prepared by a qualified Accountant professional;

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 at least 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.

Key Experts shall not be substituted without the Client's prior written approval.

Name	Current Position	Experience	Qualification	Role for this Project and % Contribution
				Lead Quantity Surveyor % - [Complete]
				Quantity Surveyor % - [Complete]
				[BLANK]
				[BLANK]
				[BLANK]
				[BLANK]

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

Schedule E: 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 planning, developing, and controlling a project from start to finish, ensuring efficient resource allocation, risk management, and successful completion within established parameters.*

Tentative Works Duration: _____

Schedule F: Declaration by Bidder – Price

Tender Reference:	EOI No. 38/2026
Tender Title:	QUANTITY SURVEYING SERVICES FOR THE PROPOSED FRCS NADI OFFICE COMPLEX

We, the undersigned, submit our Price for the above project in accordance with the 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.

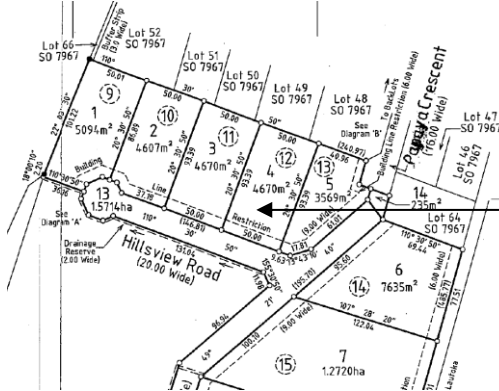
Authorized Representative Signature : _____
Authorized Representative Name : _____
Designation : _____
Company Name : _____
Date : _____



[Bidders official stamp/seal]

NOTE: Bidders to provide initial pricing and only shortlisted Bidders would be invited to update their pricing once the Conceptual Drawings are provided.

Schedule G: Scope of Works

ITEM No.	TRADE DESCRIPTION
1.0	PROJECT BACKGROUND
	The Fiji Revenue & Customs Service (FRCS) is undertaking the development of a new office facility in Nadi to support its operational, administrative, and border management functions. The project involves full design, statutory body approvals, construction, commissioning, and handover of the FRCS Office, including associated infrastructure and services. FRCS intends to construct a multi storey office complex with approximately 5,000 plus square meters. Apart from been FRCS office the facility will be a Regional Training Hub, accommodation facilities and conference facilities. FRCS invites Expression of Interest from suitably qualified and experienced Building Services Engineer to provide professional services engineering for the delivery of the FRCS Nadi Project
2.0	PROJECT LOCATION
	
3.0	PROJECT DURATION
	The Proposed Project is expected to last for a period of two (2) years. Timeline is subject for review.
4.0	SCOPE
	The Fiji Revenue and Customs Services (FRCS) invites registered and experienced firm to submit an Expression of Interest (EOI) that can provide Quantity Surveyor (QS) services for the Proposed New FRCS Nadi Office Complex located at Lot 4 Hillview Road, Voivoi Subdivision Legalega, Nadi on iTaukei Lease No: 36692, Lot 4, SO 8654 with a land area of 4670 m².

	The QS shall provide all professional quantity survey services required to develop, design, document, coordinate, and support the project from the concept and design stages through construction, completion, and final handover. All services shall be undertaken in accordance with applicable statutory and regulatory requirements, relevant local authority requirements, applicable building codes, engineering standards, and recognised industry best practices. The QS shall also ensure appropriate coordination with the project team and other consultants throughout all stages of the project.
5.0	SCOPE OF SERVICES, TASKS & DELIVERABLES
5.1	<u>General</u> The Quantity Surveyor shall coordinate closely with the Client, Project Manager, Architect, Engineers, specialist consultants and Contractor. The Quantity Surveyor (QS) shall provide comprehensive quantity surveying and cost management services for the proposed new office complex. The services shall be provided throughout all stages of the project, from project inception and concept design through detailed design, tendering and procurement, construction, Practical Completion, the defects liability period, and preparation and agreement of the final account. The QS shall provide the Client and Project Manager with independent professional advice on project costs, procurement strategies, contractual matters, variations, progress payments, financial risks and cost control. The QS shall work collaboratively and maintain close coordination with the Client, Project Manager, Architect, Engineers, specialist consultants and Contractor. <u>General Professional Requirements</u> The Quantity Surveyor shall: • Act in the best commercial interests of the Client within the requirements of the Contract. • Maintain independence and professional objectivity in cost assessments. • Ensure cost information is accurate, transparent and traceable. • Maintain confidentiality of project and tender information. • Promptly identify material cost risks. • Provide timely advice on financial implications of design and construction decisions. • Maintain appropriate records of measurements, assessments and recommendations. • Comply with applicable laws, professional standards, procurement requirements and Client policies. • Coordinate with the Project Manager and other consultants. • Provide clear and timely cost advice to support informed Client decision-making. The Quantity Surveyor shall perform duties and services under the project stages listed below: <u>Project Stages</u>

Stage 1	Review of Project Requirements, Site Inspection & Assessment and Planning Due Diligence	
Stage 2	Conceptual Design and Cost Planning	
Stage 3	Detailed Design and Cost Controls	
Stage 4	Tender Documentation & Procurement	
Stage 5	Construction Stage – Cost Management	
Stage 6	Practical Completion and Handover	
Stage 7	Defects Liability Period	
Stage 1: Review of Project Requirements, Site Inspection and Planning Due Diligence - The Quantity Surveyor (QS) shall provide early-stage cost advice and commercial input to support project feasibility, budget development, and risk identification. The Quantity Surveyor shall provide a detailed elemental cost plan with clearly stated assumptions, exclusions, and risk allowances, suitable for use as a baseline project budget. 1.1 Preliminary Cost Estimate: Prepare an initial project cost estimate based on available concept information, site constraints, and benchmarking from comparable projects. a. Include allowances for civil works, building works, services, external works and all professional consultancy fees. 1.2 Cost Risk Identification: Identify key cost drivers and risks including: a. Site conditions b. Imported materials and supply chain constraints. c. Market capacity and contractor pricing behaviour. 1.3 Recommend appropriate contingencies and escalation allowances based on risk identification. - Market and Procurement Advice: Provide early advice on procurement of consultants and contractors, including: a. Advice on suitability, with reference to the current market, on the proposed fees from the Lead Consultant. b. Advice on procurement strategy for the contractor based on local contractor capability. c. Highlight risks associated with limited competition and likely pricing premiums. 1.5 Budget Development Support: a. Validate cost inputs from specialists (e.g. geotechnical, services). b. Ensure alignment between scope, design assumptions, and budget. 1.6 Cashflow Forecast (High-Level): Prepare an indicative project cashflow aligned with proposed programme. 1.7 Value and Scope Alignment: a. Review initial project scope against budget constraints. b. Identify early opportunities to reduce costs or simplify delivery (e.g. materials, structural systems, staging). - Advise on the financial implications of Client requirements and design decisions. Key Deliverables for Stage 1: The QS shall establish a Cost Plan, Cost Management Strategy and preliminary cost estimate for the project Stage 2: Concept Design and Cost Planning		

- The QS shall provide detailed cost planning, cost control, and value optimization services to ensure the concept design remains aligned with the approved project budget. The QS shall actively assist the Client in monitoring design development and providing progressive cost advice to ensure the concept design remains within the approved budget, including immediate notification of any forecast cost overruns and recommended mitigation measures
- The Quantity Surveyor shall review the concept design and prepare an updated cost plan. The QS shall but not limited to:
 - Measure and quantify the concept design.
 - Prepare elemental cost estimates.
 - Benchmark costs against relevant market information.
 - Identify significant cost movements and flag early issues and recommend corrective actions
 - Compare the estimated cost against the approved project budget.
 - Identify potential over-budget items.
 - Recommend cost-management measures where required.
 - Assess the cost implications of alternative design solutions.
 - Review the cost impact of proposed materials and finishes.
 - Review preliminary building services costs.
 - Review civil and external works allowances.
 - Review provisional sums and prime cost allowances.
 - Update project risk and contingency allowances.
 - to value engineering exercises, including identification of high-cost elements and proposals for cost reduction without compromising function.
- The QS shall participate in design review and value management workshops where required.
- Key Deliverables for Stage 2: The QS to provide and advanced preliminary Project Cost Plan, Cost Management Strategy, Elemental Cost Plan and Value Management Reports from the conceptual design produced by the Architect, Civil & Structural Engineer and Building Services Engineer.

Stage 3: Detailed Design and Cost Controls

- As the design develops, the QS shall progressively update the cost plans and estimates.
- The QS shall ensure that cost information remains current and sufficiently detailed to support project decision-making.
- The QS shall provide detailed cost planning, tender documentation, and commercial advice to ensure the project is fully documented, accurately priced, and ready for procurement with minimal risk of variation.
 - The Quantity Surveyor shall prepare a comprehensive pre-tender estimate based on the completed detailed design, including:
 - Full trade-level breakdown
 - Measured quantities (not approximate allowances)
 - Current market rates
 - The Quantity Surveyor shall ensure estimate reflects:
 - Constructability
 - Local contractor capability
 - Importation and logistics constraints

	○ The pre-tender estimate shall include a range of expected tender prices based on current market conditions, including identification of key pricing risks. • Prepare a Bill of Quantities (BOQ) in accordance with the applicable measurement standards. The QS shall but not limited to: ○ Prepare the BOQ in accordance with the applicable measurement standard. ○ Measure quantities from the final tender drawings and specifications. ○ Prepare trade sections and descriptions. ○ Include preliminaries. ○ Include provisional sums where appropriate. ○ Include prime cost items where applicable. ○ Include attendance and specialist subcontractor requirements. ○ Coordinate quantities with the Architect and Engineers. ○ Ensure the BOQ reflects the latest approved design. ○ Check the BOQ for completeness and consistency. ○ Issue the BOQ as part of the tender documentation. • The QS shall review and reconcile the BOQ against the drawings and specifications before tender issue. • <u>Key deliverables for Stage 3:</u> The EQS shall provide cost plans and BOQ ready for Tender. <u>Stage 4: Tender Documentation & Procurement</u> • Procurement Methodology ○ The QS shall assist the Client and Project Manager in establishing the appropriate procurement strategy and provide advice on: • Traditional procurement. • Design and Build. • Construction Management. • Lump-sum contracts. • Measure-and-value contracts. • Other procurement methods considered appropriate. ~~• The QS shall prepare or assist with:~~ ○ The QS shall prepare or assist with: • Pricing schedules. • Bills of Quantities. • Schedule of Rates. • Tender pricing forms. • Preliminaries schedules. • Provisional sums. • Prime cost schedules. • Cost breakdown requirements. • Tender return schedules. • The QS shall ensure that tender documentation provides an appropriate basis for obtaining comparable tenders. • Tender Stage ○ During the tender period, the QS shall: • Respond to tenderers' commercial queries. • Review proposed amendments to pricing documents. • Issue clarification information where required.
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	• Prepare tender addenda relating to pricing and quantities. • Review tender submissions for completeness. • Check extensions and arithmetic. • Analyse tender prices. • Compare tender prices against the approved cost plan. • Identify significant pricing anomalies. • Identify front-loading and unbalanced rates. • Review provisional sums and prime cost items. • Review exclusions and qualifications. • Review alternative pricing proposals. • Undertake tender price reconciliation. • The QS shall prepare a Tender Evaluation Report covering the commercial aspects of the tender submissions. • The QS shall provide recommendations to the Client and Project Manager based on the commercial evaluation, without assuming the Client's decision-making authority <u>Key Deliverables for Stage 5: Advise on the best procurement strategy and at the completion of the tender evaluations, the QS to prepare and provide a Tender Evaluation Report</u> <u>Stage 5: Construction Stage – Cost Management</u> • The QS shall provide ongoing cost management, financial control, and commercial oversight during construction to ensure that project costs are controlled, variations are rigorously assessed, and the final account is managed proactively. The QS shall produce updated Forecast Final Account throughout the construction period. • The QS shall maintain all records of payments and report and risk identified to the Client/Project Manager. • The QS shall provide monthly reports on costing. • The QS shall assess Contractor payment claims and ensure payment assessment are supported by appropriate measurement and contractual documents • Provide advice on variations and changes. All variations shall be approved by the Client and Client's approval process. • The QS shall assist the project team in achieving value for money while maintaining the required quality and performance. All Value management recommendations shall clearly identify their implications for cost, quality, functionality, programme, durability and maintenance. • The QS shall provide commercial support to the Project Manager/Contract Administrator. The QS shall not assume the authority of the Contract Administrator unless expressly appointed to perform that role. • The QS shall review design information issued by consultants and identify cost implications arising from design development. • <u>Key Deliverable for Stage 5:</u> Prepare monthly Costing reports on all elements, assess Contractor payments and issue payment certificates <u>Stage 6: Practical Completion and Handover</u> • At Practical Completion, the QS shall, but not limited to
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	○ Assess the financial status of the project. ○ Review outstanding works. ○ Assess the value of incomplete works. ○ Assess defects and outstanding items where relevant to payment. ○ Review retention calculations. ○ Review final progress claims. ○ Prepare the financial information required for Practical Completion. ○ Update the forecast final account. ○ Identify outstanding commercial matters. ● <u>Key Deliverables for Stage 6</u>: Preparation of final accounts with supporting documentation. <u>Stage 7: Defects Liability Period</u> ● The QS shall assist in managing the commercial close-out of the project, including final account settlement, resolution of outstanding variations and claims, and verification of final costs. ● The Quantity Surveyor shall assist the Client in the preparation, review and agreement of the final account with the Contractor, including: a. Original Contract Sum b. All approved variations c. Adjustments to Provisional Sums d. Settlement of claims. ● The Quantity Surveyor shall reasonably assist the Client on costings for Defect rectification works if cost implications arise. ● The Quantity Surveyor shall advise the Client on the value for the release of retention monies, final payment certification and confirm that all contractual conditions have been satisfied ● <u>Key Deliverables for Stage 7</u>: The QS shall assist the Client in the review and preparation of final certificates, Deeds of release and commercial close out documentation. The QS shall undertake a final close out reconciliation of the project costs, reconciling the final account against the approved budget and forecasts, and provide reasons for cost increases/savings and lessons learnt for future projects.
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Schedule H: Payment Schedule

Note: Payments are linked to deliverable and stage completion. Where applicable, deliverables have been linked to Schedule G: Scope of Works.

All costs must be clearly itemized and presented as specified to ensure consistent and fair evaluation.

Project Stages	Scope of Works	Amount
Stage 1	Review of Project Requirements, Site Inspection & Assessment and Planning Due Diligence	
Stage 2	Conceptual Design and Cost Planning	
Stage 3	Detailed Design and Cost Controls	
Stage 4	Tender Documentation & Procurement	
Stage 5	Construction Stage – Cost Management	
Stage 6	Practical Completion and Handover	
Stage 7	Defects Liability Period	
	Subtotal	
	VAT (12.5%)	
	Total Costs (VIP)	

NOTE: Bidders to provide initial pricing and only shortlisted Bidders would be invited to update their pricing once the Conceptual Drawings are provided.

ANNEXURE A – TITLE

STAMP
DUTY

TLIB No.: 4/10/44010

iTaukei Lease No. 36692

LEASE

For Commercial Purpose

iTaukei Land Trust (Leases and Licences) Regulations 1984

THIS LEASE made the _____ day of _____ 2023

BETWEEN THE ITAUKEI LAND TRUST BOARD of 431 Victoria Parade, Suva (hereinafter called "the lessor") of the one part and VOIVOI LAND DEVELOPMENT COMPANY PTE LIMITED having its Registered Office at Legalega, Nadi, (hereinafter called "the lessees") of the other part

WITNESSETH as follows:

1. IN CONSIDERATION of the rent and covenants on the part of the lessee hereinafter reserved and contained [and in consideration of the sum of \$0 (Nil) paid by the lessee to the lessor on or before the execution hereof (the receipt whereof the lessor hereby acknowledges)]* the lessor hereby demises unto the lessee ALL THAT PIECE OR PARCEL OF LAND described as follows

NAME OF LAND	TIKINA	PROVINCE	AREA
LEGALEGA(PT OF) AS LOT 4 ON S0 8654	NADI	BA	4670m ²

owned by the MATAQALI: VUNAIVI; TOKATOKA NADRAU (hereinafter called "the Landowning unit") be the area a little more or less and contained within the boundaries more particularly delineated and marked on the plan hereto annexed and edged YELLOW (hereinafter called "the Land") EXCEPTING AND RESERVING all the matters contained in the First Schedule hereto TO HOLD the same unto the lessee from the first day of JANUARY, 2023 for the term of Ninety nine (99) years YIELDING AND PAYING therefore unto the lessor the yearly rent of Four Thousand Six Hundred Dollars (\$4,600.00) half yearly in advance on the first days of January and July in every year [save that the first payment shall be \$2,300.00 (Two Thousand Three Hundred Dollars) and shall be due on the execution hereof]* subject to reassessment as hereinafter provided.

2. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- To pay the rent hereinbefore reserved at the times and in the manner aforesaid without any deduction whether formally demanded or not.
- The tenant shall pay a yearly Lease Administration fee of \$54.50 (Fifty-Four Dollars Fifty Cents) or such amount as may be assessed by the Board thereafter. Such fee shall be paid half yearly in advance on the first days of January and July in every year.
- The land may be used for residential apartments or for Commercial purposes.
- To bear pay and discharge all existing and future rates taxes or assessments duties Impositions and outgoings whatsoever imposed or charged upon the land and premises or upon the owner or occupier thereof.
- Not to do or permit in connection with the land anything in contravention of any written law.
- To indemnify the lessor against all claims, demands, expenses and liabilities in connection with the land to pay the costs charges and expenses incurred by the lessor in abating a nuisance or for remedying any other matter in connection with the land in compliance with any requirements imposed by or under any written law.

ITAUKEI LEASE NO: 36692

REGISTERED: 21 APR 2023 at 10:20am

Registrar of Titles

Registrar of Titles

Fees Paid

- (g) To permit the lessor or its employees or agents at all reasonable times to enter upon the land and into buildings thereon in order to view the state thereof.
- (h) Not to erect or permit to be erected any building or structure on or over any part of any electricity reserve affecting the land.
- (i) Not to carry out any development on or in relation to the land without first obtaining the consent in writing of the lessor and any consent required by or under any written law in respect of such development; "development" for the purpose of this covenant includes:
 - (i) the carrying out of any building or engineering work designed to create alter or add to any improvements to the land and,
 - (ii) any use of the land or of any improvements thereto other than for the purpose specified in sub-clause (c) of this clause.
- (j) To keep in good and tenable repair all buildings together with all fixture and fittings and all drains, sewers, gullies, cess-pits, septic tanks, soak-aways, water supply piping, wells, tanks, reservoirs, ponds, pumps, fences, walls, hedges, gates, posts, bridges, culverts, water courses, ditches, roads and yards in and upon the land and to maintain in good order all boundary markers.
- (k) Not to alienate or deal with the land or any part thereof whether by sale, transfer, sub-lease or licence or in any other manner whatsoever without the consent in writing of the lessor first had and obtained.
- (l) **Within two years from the day of registration of the lease** to erect on the land, to the satisfaction of and in accordance with plans approved in writing by the lessor, a building for **Commercial purposes** in accordance with the provisions of the Public Health Regulations, the Town Planning Regulations and any other relevant legislation for the time being in force, such building to have a minimum external floor area exclusive of the areas of any verandah, balcony, porch or accessory outbuilding of **93 Square metres**; that the lessee shall not without the written consent of the lessor erect or permit to be erected more than one dwelling-house upon the demised land.
- (m) To keep all buildings on the land insured to their full cost of reinstatement against fire tempest and earthquake and in the event of any such building being dismantled, demolished, destroyed or damaged, from any cause within two years of such dismantling, demolition, destruction or damage to rebuild or repair the building in accordance with plans approved in writing by the lessor and in accordance with the provisions of the Public Health Regulations, the Town Planning Regulations and any other relevant legislation for the time being in force.
- (n) Not without the prior consent in writing of the lessor to carry on or permit to be carried on any offensive trade as defined in the Public Health Act (Cap.111).
- (o) Not to permit any act matter or thing whatsoever to be done in or upon the land or buildings or any part thereof which shall be or may be or grow to be to the annoyance, nuisance, grievance, damage or disturbance of any occupier, lessee or owner of adjoining or neighboring land and property.
- (p) Not to permit or suffer to remain on the land any horses, cattle, goats, swine or poultry.
- (q) To keep the land clear of all refuse, rubbish, weeds and unsightly undergrowth to the satisfaction of the lessor.

3. **THE LESSOR HEREBY COVENANTS WITH THE LESSEE** that the lessee paying the rent hereby reserved and performing and observing the covenants on the lessee's part herein contained, the lessee may peaceably hold and enjoy the land during the said term without any interruption by the lessor or any person or persons lawfully claiming through under or in trust for the lessor except as otherwise provided herein.

4. **PROVIDED ALWAYS** and it is hereby agreed and declared as follows:

- (a)
 - (i) That the rent shall be reassessable in accordance with the provisions of Regulation 13 of the iTaukei Land Trust (Leases and Licenses) Regulations 1984 as set out in the Second Schedule hereto.
 - (ii) Notwithstanding the provisions of sub-paragraph (5)(b) of Regulation 13 the value of the following improvements to the land (in respect of which the sum of \$0 (Nil) has been paid by the lessee to the lessor by way of [a part of] the premium paid at the commencement of this lease) shall be disregarded at any such reassessment:-
- (b) That if and whenever during the term of the lease:
 - (i) any rent hereby reserved or made payable or any part thereof shall be in arrears and unpaid for one month next after becoming payable (whether formally demanded or not);
 - (ii) there shall be any breach, non-performance or non-observance of any of the covenants on the part of the lessee herein contained or implied by virtue of the iTaukei Land Trust (Leases and Licenses) Regulations 1984;
 - (iii) the lessee, being an individual, shall become bankrupt or, being a company, shall enter into compulsory or voluntary liquidation (save for the purpose of amalgamation or reconstruction of a solvent company);
 - (iv) a receiver of the lessee shall be appointed or the lessee shall enter into any composition or arrangement with the lessee's creditors; or
 - (v) the lessee shall suffer any distress or execution to be levied on his goods; then, and in any such case, it shall be lawful for the lessor at any time thereafter, and notwithstanding the waiver by the lessor of any previous right of re-entry, to enter into and upon the land or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine, but without prejudice to any rights or remedies which may have accrued to the lessor against the lessee or to

- (g) To permit the lessor or its employees or agents at all reasonable times to enter upon the land and into buildings thereon in order to view the state thereof.
- (h) Not to erect or permit to be erected any building or structure on or over any part of any electricity reserve affecting the land.
- (i) Not to carry out any development on or in relation to the land without first obtaining the consent in writing of the lessor and any consent less than that required by or under any written law in respect of such development; - development for the purposes of this covenant includes:
- the carrying out of any building, civil, mining or engineering work designed to create alter or add to any improvement on the land and
 - improvements on the land and
 - any use of the land or of any improvements thereto other than for the purpose specified in sub-paragraph (i) of this clause.
- (j) To erect, good and tenable repair all buildings together with all fixture and fittings and all drains, sewers, gullies, cess-pits, septic tanks, soak-aways, water supply piping, wells, tanks, reservoirs, ponds, pumps, fences, walls, hedges, gates, posts, bridges, culverts, water courses, ditches, roads and yards in and upon the land and to maintain in good order all boundary markers.
- (k) Not to alienate or deal with the land or any part thereof without the written consent of the lessor or in any other manner whatsoever without the consent in writing of the lessor first had and obtained.
- (l) Within two years from the day of registration of this lease, a building for the purposes of the provisions of and in accordance with the provisions of the Public Health Regulations, the Town Planning Regulations and any other legislation for the time being in force, such building to have Commercial purposes in accordance with the provisions of the Public Health Regulations, the Town Planning Regulations and any other legislation for the time being in force.
- (m) To erect or permit to be erected more than one dwelling-house upon the demised land, and to repair or rebuild any buildings on the land insured to their full cost of reinstatement against fire, tempest and other risks, and in the event of any such building being dismantled, demolished, destroyed or damaged from any cause within two years of such dismantling, demolition, destruction or damage to rebuild or repair the building in accordance with plans approved in writing by the lessor and in accordance with the provisions of the Public Health Regulations, the Town Planning Regulations and any other relevant legislation for the time being in force.
- (n) Not without the prior consent in writing of the lessor to carry on or permit to be carried on any offensive trade as defined in the Public Health Act (Cap.111).
- (o) Not to permit any act matter or thing whatsoever to be done in or upon the land or buildings or any part thereof which shall be or may be or grow to be to the annoyance, nuisance, grievance, damage or disturbance of any occupier, lessee or owner of the land or of adjoining or neighboring land and property.
- (p) Not to permit or suffer to remain on the land any horses, cattle, goats, swine or poultry.
- (q) To keep the land clear of all refuse, rubbish, weeds and unsightly undergrowth to the satisfaction of the lessor.
3. **THE LESSOR HEREBY COVENANTS WITH THE LESSEE** that the lessee paying the rent hereby reserved and performing and observing the covenants on the lessee's part hereunder shall peaceably hold and enjoy the land during the said term without any interruption by the lessor or any person or persons lawfully claiming through order or in trust for the lessor except as otherwise provided herein.
4. **PROVIDED ALWAYS** and it is hereby agreed and declared as follows:
- That the rent shall be reassessable in accordance with the provisions of Regulation 13 of the Itaukei Land Trust (Leases and Licences) Regulations 1984 as set out in the Second Schedule hereto.
 - Notwithstanding the provisions of sub-paragraph (5)(b) of Regulation 13 the value of the following improvements to the land (in respect of which the sum of \$0 (Nil) has been paid by the lessee to the lessor by way of (a part of) the premium paid at the commencement of this lease) shall be regarded at any such reassessment:-
 - That if and whenever during the term of the lease:-
 - any rent hereby reserved or made payable or any part thereof shall be in arrears and unpaid for one month next after becoming payable (whether formally demanded or not);
 - there shall be any breach, non-performance or non-compliance with any of the covenants on the part of the lessee herein contained or implied by virtue of the Itaukei Land Trust (Leases and Licences) Regulations 1984;
 - the lessee, being an individual, shall become bankrupt or, being a company, shall enter into compulsory or voluntary liquidation (save for the purpose of amalgamation or reconstruction of a solvent company);
 - a receiver or liquidator of the lessee shall be appointed or the lessee shall enter into any composition or arrangement with the lessee's creditors; or
 - the lessee shall suffer any distress or execution at any time thereafter, and notwithstanding the above, it shall be lawful for the lessor at any time thereafter, and notwithstanding the above, to exercise any of its previous right of re-entry, to enter into and upon the land or any part hereof in the name of the whole and thereupon this demise shall absolutely cease and determine, but without prejudice to any rights or remedies which may have accrued to the lessor against the lessee or to
- (c) The lessee shall pay an Arrears Collection Fee if and when an action for recovery of unpaid arrears as at (b) (i) above is undertaken.
- (d) That if and whenever during the term of the lease, the rental shall be in arrears over 12 months, the Lessor shall levy interest thereon at the rate of 12% (twelve percent) per annum, or at the market rate. That this lease may be terminated by the Lessor in accordance with the provisions of Regulation 15 of the Itaukei Land Trust (Leases and Licences) Regulations 1984 as set out in the Third Schedule hereto.
- (e) That the lessee shall be liable to pay to the lessor, as compensation for the loss of any part of the land which the lessor deems necessary for the making of a road or for the development of the whole of the land other than so that the land so resumed shall not exceed one-tenth part of the whole of the land and not be land upon which any building has been erected or which is used as a garden for the better enjoyment of such building.
- (f) That in this lease, except where a contrary intention appears, words and expressions in the singular include the plural and words and expressions in the plural include the singular.
- (g) include the plural and words and expressions in the plural include the singular.
- FIRST SCHEDULE**
(Matters Excepted and Reserved)
- Unto the lessor all timber and timberlike trees and gravel common stone limestone coral and clay except as herein provided on or under the land together with full power for the persons entitled to such things to work and get the same either by entry on the surface or by underground workings and unto the Crown the minerals as defined in the Mining Act (Cap.145) and mineral oil.
 - Unto the lessor the right and unto all other persons granted by the lessor a similar right as well before as after the commencement of this lease in common with the lessee his servants and licensees full right and liberty from time to time and at all times and for all purpose to pass and repass with or without vehicles or animals over and along the road or way coloured brown on the plan hereto annexed.
 - Unto the lessor its employees or agents or any other person so authorised full right and liberty from time to time and at all times to enter with or without vehicles upon any electricity reserve affecting the land for the purpose of inspecting repairing renewing or erecting any pole tower pylon cable or other appliance attached thereto.
- SECOND SCHEDULE**
(Regulation 13, Itaukei Land Trust (Leases and Licences) Regulations 1984)
- Subject to paragraph (5), the Board or a lessee of any Itaukei land may, by notice in writing served on the lessee, require the lessee to pay to the lessor, in addition to the rent payable by the lessee, a rate not less than three months before the appointed date, the rate as shall be specified in the notice (hereinafter referred to as "a counter-notice") of the amount of the rent payable by the lessee to the lessor in accordance with paragraph (1) may, by notice in writing (hereinafter referred to as a "counter notice") served on the other party not later than two months commencing on the day of the service of the notice of re-assessment, signify his intention to refer the question of the re-assessment of the rent for determination by arbitration in pursuance of regulation 21.
- If a counter-notice is not served in accordance with paragraph (2) or if a counter-notice is so served but no reference for determination by arbitration in pursuance of regulation 21 has been made within one month commencing on the date of the service of the counter-notice, the rent payable under the lease shall, as from the appointed date be payable at the rate specified in the related notice of re-assessment, but without prejudice to a further re-assessment of the rent in accordance with this regulation.
- The counter-notice is served in accordance with paragraph (2) and a reference for determination by arbitration in pursuance of regulation 21 as mentioned in paragraph (3) is made, then the parties shall, for purposes of paragraph (1), be taken to be in dispute as to the rent properly payable under the lease as from the appointed date.
- Provided that this paragraph shall cease to have effect upon the parties agreeing the said rent.
- For the purposes of this regulation the rent properly payable under a lease of Itaukei land shall be the annual rent at which that land might reasonably be expected to be let in the open market by a willing lessor to a willing lessee as if the full term of the lease had yet to run, having regard to the terms, conditions and covenants contained in the lease (other than those relating to rent) and assuming that the environment of the demised land is in all respects as it is or may reasonably be expected to be, at the appointed date, but disregarding --
- any effect on rent of the fact that the lessee is in occupation of the land; and,
 - the current value of any unexhausted improvement on the land, other than those which have a value in relation to the purpose for which it is demised and which --
- were excluded during the term of a previous lease of the land at the expense of the lessee where the lessee, or the lessee under any subsequent lease, was not granted a new lease upon the expiration of that term; or

- (ii) were executed by the Board; or
 - (iii) were in existence at the time the land was first leased.
- (6) When a notice of reassessment (hereinafter referred to as "the first notice") is served on any party to a lease, any notice of re-assessment served by that party on the other party subsequently to the date on which the first notice was served and before the appointed date specified in the first notice shall be of no effect for the purposes of this regulation; and if notices of re-assessment are served by both parties on each other on the same date, only the notice of re-assessment served by the Board shall have effect for those purposes.
- (7) In this regulation "the appointed date" means, in relation to any notice of re-assessment in respect of the rent payable under any lease, the date specified in the notice as the appointed, being not earlier than five years from the later of --
- (a) the date of the commencement of the term of the lease;
 - (b) the date as from which there last took effect a re-assessment made in pursuance of this regulation; and
 - (c) the date as from which there last took effect a previous direction of an arbitrator, that the rent should continue unchanged.
- (8) This regulation shall not apply in relation to a lease in which it is specifically provided that this regulation shall not do so.

THIRD SCHEDULE
(Regulation 15, iTaukei Land Trust (Leases and Licences) Regulations 1984)

- (1) It shall be implied in every lease of iTaukei land commencing on or after the commencement of these Regulations that where the land demised is required by the Board for development (whether by the Board or otherwise) involving any use of the land, in whole or in part, which is materially different from the purpose for which the land was demised and in respect of which permission has been granted under the Town Planning Act, the Board may terminate the lease and resume possession of the land on the 30th day of June or the 31st day of December in any year during the term of the lease by notice in writing served on the lessee not later than one year before the date on which the Board desires to resume possession of the land, without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.
- (2) If, on the termination of a lease of iTaukei land in pursuance of paragraph (1), the lessee shall have paid the rent thereby reserved and payable and shall have reasonably performed and observed the terms, conditions and covenants therein contained, the lessee shall be paid entitled to be paid by the Board by way of compensation --
- (a) such sum as might reasonably be expected to be obtained in the open market by a willing seller from a willing purchaser in consideration for the transfer of the lease as at the date of resumption of possession by the Board and as if the notice referred to in paragraph (1) had not been served (any improvements to the land executed after the date of such notice being disregarded); and
 - (b) such sum as represents the total amount of the unavoidable other loss incurred by the lessee in consequence of the exercise by the Board of its powers under this regulation, including, in particular, but without prejudice to the generality of the foregoing--
 - (i) loss or expenses incurred by the lessee in respect of the removal or sale of his household goods, chattels or livestock on, or used in connection with, the demised land and in respect of his re-establishment in a comparable property in Fiji;
 - (ii) the loss of the goodwill suffered by any business carried on by the lessee from or on the demised by reason of the transfer or closure of that business resulting from the lessee's quitting of the demised land; and
 - (iii) expenses incurred in respect of legal and other professional services in connection with the preparation of the lessee's claim for compensation hereunder (not being costs of any arbitration to determine any question arising under this regulation); and,
 - (c) the full amount of any compensation payable by the lessee to any sub-lessee of the demised land or any part thereof in pursuance of paragraph (3).
- (3) Where a lease of iTaukei land has been terminated in pursuance of paragraph (1) and the demised land or any part thereof was at the date on which the lease was so terminated in the possession of a sub-lessee with the written consent of the Board, the lessee shall be liable to pay to the sub-lessee such sum as the Board would have been liable to pay to the sub-lessee under sub-paragraph (a) and (b) of paragraph (2) had the sub-lessee been the lessee of that land or that part thereof.
- (4) The right of the Board to terminate a lease by virtue of the condition implied therein by paragraph (1) shall also be exercisable in respect of part only of the demised land as if any reference in the foregoing provisions of this regulation to the demised land included a reference to a part thereof; and in the event of such right being exercised in relation to part only of the demised land the lessee shall be entitled --
- (a) to a reduction of the rent in such amount as shall agreed by the parties or, should they fail to agree, by such amount as shall be settled by arbitration in pursuance of regulation 21; or

iTAUKEI LEASE DIAGRAM

SHOWING LOT: 4 PLAN: SO 8654

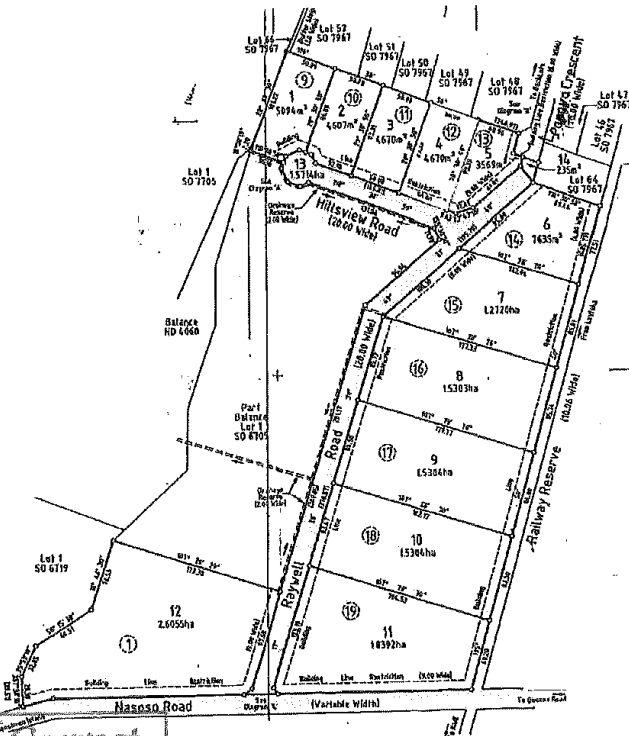
KNOWN AS: LEGALEGA (PT OF)

TIKINA: NADI PROVINCE: BA

1:250
(NOT TO SCALE)

H/18,1&2;

SHEET REF: H/13,3&4 TLTB REF: 4/10/44010



Certified Correct

[Signature]
Acting SECRETARY TLTB

DATE: 13/4/25

NB:
1. Subject land is WITHIN
ALTA exempted area
2. Master Land Use Plan:
MIXED USED

OK

- (b) subject to the provisions of paragraph (5), to surrender the remainder of the demised land, in which case the provisions of paragraphs (2) and (3) shall have effect as if such as aforesaid had been exercised in relation to the whole of the demised land.

- (5) Sub-paragraph (b) of paragraph (4) shall not apply where the Board has served notice to resume possession of part of any demised land in pursuance of that paragraph and that part of that land is less than one-quarter of the size of the whole of that land unless, by reason of the severance of that part, the remainder of the demised land is no longer suitable for the purpose for which it was demised to the lessees.

OTHER CONDITIONS
(Surrender of Lease, Sale/ Transfer, Improvement)

Surrender of Lease

1. The Lessee hereby grants its prior approval to surrender part or whole of the subject area of this lease to the Board as Lessor if the land is required or earmarked for a better and higher use that shall generate optimum returns and benefits compared to the current use.
PROVIDED such surrender in whole or in part shall only be considered upon the Lessor complying with the following requirements:
(i) A fair and equitable compensation for all improvements made on the land by the Lessee, and
(ii) A notice of not less than three (3) calendar months is served by the Lessor on the Lessee informing the Lessee the surrender of part or whole of the subject lease and the appropriate compensation quantum as in paragraph (i) above to be stipulated therein.

Sale/Transfer of Lease

1. If the Lessee transfers or sells the lease within the first 5 years of the lease, the Lessee shall pay ten percent (10%) of the sale consideration amount to the Lessor.
2. Voivoi Land Development Company Limited is exempt from paying the 10% of sale consideration as outline in paragraph 2 above if it transfers or sells the lease within the first (5) years of the lease. This exemption, however shall not apply if Voivoi Land Development Company PTE Limited, as a subsequent lessee, transfer or sells charge.
3. The condition aforementioned does not apply to any transfer by way of Mortgage Sale or where a Mortgage or Charge subsists provided that the Lessor's express written consent was firstly obtained in the creation of the subject Mortgage or Charge.
4. The Lessee will not be allowed to transfer or sell the lease as in clause 2 above unless the development conditions in the approved survey plan or post-approval conditions by Town and Country Planning is fulfilled first.

OK

IN WITNESS whereof the lessor has caused its Common Seal to be hereunto affixed and the lessees has set the hands/made his mark the day and year first hereinbefore written.

IN WITNESS whereof the lessor and the lessee have caused their Common Seals to be hereunto affixed the day and year first hereinbefore written.

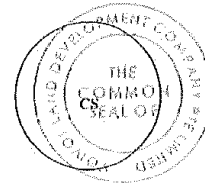
The Common Seal of the **ITaukei Land Trust Board** was)
hereunto affixed in pursuance of a resolution of the Board)
by and in the presence of)



[Signature]
Member of the Board

[Signature]
Acting **PAUL M. YAQONA**
A / BOARD SECRETARY
ITAUKEI LAND TRUST BOARD

The Common Seal of **VOIVOI LAND DEVELOPMENT**)
COMPANY PTE LIMITED was hereunto affixed by)
and in the presence of the undersigned who certify)
that they are the proper officers authorised to attest)
the affixing of the SEAL.)



[Signature]
Director
[Signature]
Secretary

TRANSFER No. 069812 Registered 08.10.25 at 8.34m To: Fiji Revenue & Customs (JINNO 60012200) Registrar of Titles	No. Registered at m. To Registrar of Titles
No. Registered at m. To Registrar of Titles	No. Registered at m. To Registrar of Titles
No. Registered at m. To Registrar of Titles	No. Registered at m. To Registrar of Titles
No. Registered at m. To Registrar of Titles	No. Registered at m. To Registrar of Titles

IN WITNESS whereof the lessor has caused its Common Seal to be hereunto affixed and the lessees has set their hands/made his mark the day and year first hereinbefore written.

IN WITNESS whereof the lessor and the lessees have caused their Common Seals to be hereunto affixed the day and year first hereinbefore written.

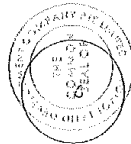
The Common Seal of the Itaukei Land Trust Board was hereunto affixed in pursuance of a resolution of the Board by and in the presence of



Signature
Member of the Board

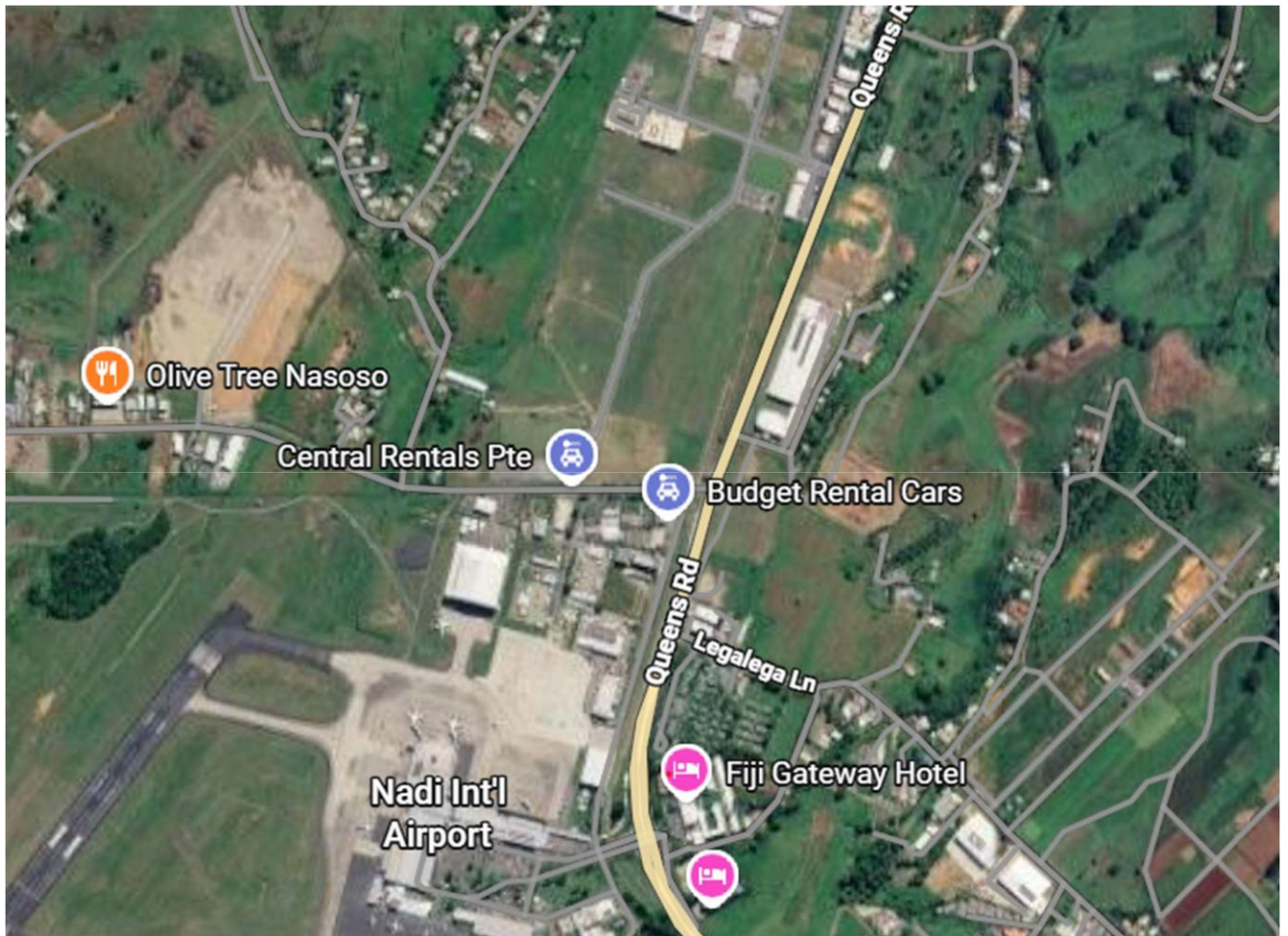
PAUL M. YAGONA
AL BOARD SECRETARY
ITAUKEI LAND TRUST BOARD

The Common Seal of VOIVOI LAND DEVELOPMENT COMPANY PTE LIMITED was hereunto affixed by and in the presence of the undersigned who certify that the said officers are authorised to attest the affixing of the SEAL.



Signature
Director

ANNEXURE B - LOCALITY MAP



Note: Boundary are indicative and for illustrative purposes

VANUA VIEW



