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1.0 Principal

1.1 The principal for the project is Vision Investments Limited.

2.0 Background

2.1 Vision Motors is a division of Vision Investments Limited. VIL is one of the largest private sector entrepreneurs in Fiji. Vision Motors was established on 24th November 2011.

- a. With a mindset to operate Fiji's most modern, hi-tech and vibrant automotive and industrial business.
- b. In 2014, GM Chevrolet range of vehicle and an iconic show in Karsanji Street Suva was officially launched by Vision Motors.

3.0 Project Objective

3.1 Vision Investment Limited recognizes that there is a need to build NEW CAR-SHOWROOM, SERVICE CENTER AND VEHICLE SALES YARD IN NADI to provide a much better and improved service to the public.

3.2 The proposed construction works will ensure that the facilities are constructed in compliance with national building code of Fiji for natural disasters, as well as meet required compliance to other by-laws.

3.3 The contractors to provide an economical and innovative construction method that is durable, cost efficient and at the same time structurally sound to tolerate CAT 5 cyclones.

3.4 All tender bidders will be required to register for a pre-bid onsite meeting to understand the site challenges.

4.0 Project Scope

4.1 The firm will coordinate and carry the overall responsibility for the quality, work and performance of all secondary sub-contractors for effective provision of their service and integration of project towards successful project completion. Sub-contracting companies are expected to form partnership with the tenderer with valid FNPF, Tax, company & business registration compliance and other by-laws. This must be provided as their letter of intent to work with the firm for this particular project.

4.2 The scope of services will generally involve some or all of the following items and activities listed below but it is not intended to be exhaustive:

- a. Project management
- b. Quantity Surveying and Cost Management
- c. Geotechnical Engineering
- d. Other specialized fields and service as required e.g audio and visual structured cabling and telecommunication.

4.3 The contractor is expected to demonstrate the methodology preferred in carrying out the said works considering time, cost (both). Construction & contract management and overall project management up to Final completion certificate and compliance.

4.4 The contractor will coordinate and have overall responsibility for the quality, work and performance of all secondary and specialist sub-contractor and for the effective integration of all project outputs.

4.5 Vision Investments Limited or Vision Motors has the right to add scope or reduce scope to meet the requirement and standard of the new building.

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

- a. All works to meet with the Nadi Town Council standards and guidelines.
- b. Recommend materials that are of High durability and standard and cost efficient and comply with Fiji Building Code
- c. Comply with conditions of department of town and country planning
- d. Minimize the impact of construction activity including dust control, noise, workers, traffic, vibration etc.
- e. Accountable for the successful completion of the project.
- f. Provide leadership and direction, make decision after consulting all relevant stakeholder
- g. Set priorities, allocate and commit resource to the project appropriately to ensure the most cost-effective measure are chosen and return for dollar value with transparency observed at all times.
- h. Provide fortnightly reports, progressive detail drawings, cost plan and project financial report to Vision Investments Limited.

4.7 Construction Phase

The contractor shall be responsible for mobilizing and delivery of material, equipment and other resources on site within allocated time. Construction will include some or all of the listed tasks and activities but are not limited to the following:

- a. Revise the construction management plan as and when required.
- b. Mobilization, establishment on site and the delivery of materials and equipment.
- c. Keep record of inspection report of materials and equipment delivered to work sites and submit test data as required in confirming the suitability of materials and equipment.
- d. Assist with inspection report for testing the quality of construction works and equipment installation for compliance and manufacturers requirements, drawings and specifications with the client.
- e. Assist with inspection of all completed works as required under the Contract and assist with their checking of completed or As-built schedule of quantities.
- f. Ensure that the workplace Health and Safety Plan and Environmental protection measures are adhered to.
- g. Maintain a record of the progress of works and the results of inspection and tests. Record daily progress and submit on a monthly basis.

- h. Follow issued instructions from VIL with the regards to specialized work, inspection or testing in connection with the works
- i. Monitor actual progress with the Work Programme and advise VIL in advance of any development that could delay Project completion.
- j. Note construction conditions and forecast any modification and appropriate actions for the works because of unknown /uncertainty conditions
- k. Anticipate and prepare any necessary design changes, change orders and facilitating actions with advanced approval of the Client.
- l. Observe and monitor testing of all Services e.g. mechanical, electrical and telecommunication including ensuring the receipt of commissioning Reports for the same.

4.8 Expected Output

The firm will ensure that the following targets and documents are submitted in a timely manner (including documents not listed but may be reasonably considered important):

- a. Prepare detailed Work Programme and Professional supervision and project management services until Project completion and commissioning.
- b. Produce monthly Physical and Financial Progress Reports and with the milestones achieved and an assessment of actuals against goals.
- c. Anticipate and forecast delays with recommended actions and remedial work to mitigate against these delays.

4.9 Project Closure Phase

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

4.9.2 Preliminary project closure document with relevant documents.

- a. Completion Certificate
- b. Cyclone certificate
- c. Site plan with building cyclone rating
- d. Final report
- e. Permit to occupy
- f. EFL / WAF corticate
- g. Scope of works
- h. As-Built / Construction drawings
- i. Before and after photos
- j. Keys

4.9.3 Agree to a project closure date.

4.9.4 Issue a notice Practical Completion to VIL that project is completed to the highest standard.

4.9.5 Provide final project completion report including financial status of the project in duplicate.

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

5.0 Standards / Requirements

5.1 The project shall be constructed in accordance with the current relevant AS/NZ standards, National building code and good engineering practice or equivalent standards acceptable to the client.

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

6.0 Key Role of various Sub-Consultants

6.1 The firm's role mostly Architectural, Construction & Project Management disciplines includes the provision of all required project management and architectural design and documentation services, by engagement of all necessary secondary and specialist design sub-consultants (if required) which may be included but not be limited to:

- a. Structural Engineers
- b. Building Services Engineers
- c. Quantity Surveyor
- d. Geotechnical Engineer
- e. Surveyor

6.2 The Sub-Consultants will be under the responsibility of the contracting firm; therefore, the firm must ensure that all work is to be of the best trade practice of its trade. Sub-Consultant fees and mandatory required documents to be included in the firms' submissions

6.3 Vision Investments Limited has the right to instruct the firm to change a Sub-Consultant from the project team list.

7.0 Membership – roles and responsibilities

7.1 A brief description of the roles and responsibilities of the Project Steering Committee members are as follows:

- a. Project Principal (Vision Investments Limited)
 - Ultimately responsible for the project, 'owns' the project and has nominated authority to represent the organization undertaking the project.
 - Ensures that the project is continuously funded in all aspects and the interest of the principal and firm is protected.
- b. Project Executive (chair – representative of vision motors)
 - Directly accountable for success of the project and must be empowered to direct the project effectively.

- Reassures the project committee board that the project is being managed effectively and delivering the desired outcomes and products by providing required technical support and guidance.
 - Provides a focal point for the project by coordinating information and communication to ensure that the entire project meets the required standards and structurally safe for staff and trainees during the course training.
 - Accountable for the quality of all products and services delivered by the supplier, ensuring project administration and compliance from client, delivery to plan, quality and cost (e.g training/communication/ marketing).
- c. Senior Users (Manager, etc)
- Accountable for specifying the needs of department in terms of quality, functionality and ease of use.

In addition the following roles will provide support to the project steering committee.

- d. Constructing Company / Firm
- Manages the project on a day-day basis and ensure the project delivers the required product, to the required standards and within the specified time and budget.

8.0 Quorum

8.1 Monthly committee meetings should include the project executive and membership and project steering committee which reflects different roles of the management structure in order to make decision.

9.0 Budget (Cost & Time)

9.1 The firm will provide a cost breakdown of construction costs for the required trades and in addition proposed work plan to cover the required works as detailed in scope of works.

9.2 In accordance with the business case, the project tender will detail the budgetary breakdown and if applicable any agreed cost-tolerance (permissible deviation above and below the plan's estimate). The project steering committee will have the authority to authorize expenditure and the firm will work within any cost-tolerance that has been set. Any cost related project decisions should not be made in the absence of budgetary information.

9.3 The project plan will identify key milestones for each stage and the project brief will detail a time-tolerance to ensure deliverables meet this target.

9.4 When a stage plan is forecasted to exceed either cost or time tolerance, an 'Exception Plan' will be submitted to the project steering committee.

9.5 The principal carries the overall responsibility/ authority for expenditure and timelines.

9.6 The principal will have one standard form of contract that will be collectively discussed with the firm for consistency prior to contracting.

10.0 Expectations

10.1 It is important that all parties of the relevant business areas are represented with a commitment to the role they have agreed to do both in terms of their time and also giving the project the priority it requires to be successful.

10.2 Treat people with respect and listen to each other.

10.3 Workers on construction site needs to be vaccinated against COVID-19 or Coronavirus.

10.4 Be prepared to challenge anything unrealistic or unachievable

10.5 The chairperson must ensure that members have had the opportunity to voice their opinions to be able to challenge and to have their questions answered.

10.6 All meetings should have minutes taken and be summed up at the end with decisions, actions to be taken by whom and any other feedback required. Draft minutes of the meeting are to be circulated to all members whether present or not via email and the final minutes to be ready and circulated with comments incorporated within 5 days after any such meetings.

10.7 Minutes of the monthly meetings are to be recorded by the client.

11.0 Probity and Declaration of Interest

11.1 At the onset of the project, the committee members and firm should verify if they have any other interest to declare that may be in conflict with any aspect of the project to uphold good governance.

12.0 Decision Making

12.1 A consensus should be reached wherever possible in the event of any disagreement occurring. The project executive will sum up and explain why a decision has been reached. The project steering committee will be accountable to the principal for their decision. If the committee are unable to reach an agreement they will refer the issue to the principal.

12.2 Decision-making will be inclusive as far as possible and timescales will be considered/taken into account. Where necessary there will be an out-of-committee process for urgent decisions which will require either the project executive plus two other committee members.

13.0 Key Relationships & Accountabilities

Firms upon submitting the tender must insert organizational chart of governance arrangements beyond the boundaries of the project committee.

14.0 Review

14.1 This terms of Reference has been reviewed and finalized after necessary consultations with the client. Any further amendments must be reviewed and if acceptable, it will be approved by the client as required. This documents must be protected against un-authorized changes and should carry the version control status.

15.0 Management & Administration

15.1 Committee paper documents will be distributed 2 working days prior to the committee meetings taking place.

15.2 The minutes will be sent to all members within 5 days of the meeting taking place.

15.3 The project steering committee will meet on a monthly basis and progress will feed onto the principal. The frequency of the project steering committee meetings may be subject to change by board members as the project plan progresses.

15.4 Project documentation will be coordinated with information, communication, monitoring and reporting held securely in a file stored by the secretariat to endure a clear audit and paper trail is maintained.

15.6 Project logs will be regularly maintained and updated by the firm e.g. Risks and issues, lesson learned etc.

16.0 Professional Indemnity

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

17.0 Special Conditions & Requirements

17.1 The form of contract proposed to be used for the firm selected for the Project will be drafted. The Vision Investments Limited will be concurrently preparing the necessary amendments to the standard form of contract to adapt it to suit the Project and Firms' needs in the context of this project

17.2 The legal agreements with all sub-consultants are to be made between the firm and the particular sub-consultant providing any part of the service

18.0 Project Procurement Methodology

18.1 Vision Motors through the assistance of Vision Investments Limited intends to engage the firm to take the lead role in construction of the project to a point that it is satisfied that it adequately describes its requirements and up to the construction and expiration of the defects

liability period (12 months). Presently it is intended that the documentation is completed in it's entirely in a Contract direct with VIL.

19.0 Expenses & Disbursements

19.1 The firm is to provide with its submission, a proposed schedule of visits/inspections to the project site as per the appended list. Any required inspections and the like shall also be considered. The firm shall also advise of any periods in which they propose to maintain a full-time resource on site.

19.2 The proposed schedule of inspections shall be included in the Firms Construction Agreement and will form the basis for expenses and disbursements.

19.3 All other expenses and disbursements, including but not limited to the cost of phone calls, facsimile messages, printing, photocopying and travel shall be included in the firms' schedule of quantities and prices. Acquittals for such expenses must be provided to VIL.

20.0 Partnership

20.1 For any Joint Venture (JV) or sub-consultant arrangements, written confirmation by all JV or sub-consultant(s) is required to be submitted with the Proposal. For locally based firms, written confirmation and consent from JV partner(s) is required to be submitted with the proposal.

20.2 In the case of the successful firm, further details of the proposed arrangements will be required at the point of entering into Construction Contract. This will likely include evidence of "back-to-back" agreements between the individual entities.

21.0 Insurance & Professional Indemnity

21.0 The firm shall provide the following:

- a. Public Liability Insurance for not less than FJD \$1,000,000 minimum
- b. Contractors All Risk Total Cost of Project

22.0 Liquidated Damages

22.1 The firm will be liable for liquidated damages amounting to \$200.00 per working day should there be any approved and documented delay under delegated duties in the execution and completion of the project. The firm shall not be held liable for delays outside of the professional scope of the firm's team such as delays attributed to Statutory Authorities, Client Approvals, Latent Conditions, Inclement Weather and Political Climate.

23.0 Work Program

23.1 The firm shall submit with the Tender submission a Proposed Work Programme (Gantt Chart) detailing all phases of activities from award including all phases of works covering but not limited to the various design stages, tendering, evaluation, construction, commissioning and handing over.

23.2 The successful firm shall be required to submit a detailed Work Programme within seven [7] days from the date of award of the Contract. The Work Programme must be submitted in Microsoft Project Format showing all tasks and activities and Critical Path and hard copy. It needs to be continuously updated to reflect the progress of the project during contract period.

24.0 Project Constraints

24.1 Constraints on the project include but are not limited to:

- a. Project Schedule – this shall be challenging and firm must allow for last minute changes and additional requests.
- b. Project Budget – Firm to allow for 5% provisional sum for payment to relevant local authorities and dedicated structural engineers inspection.
- c. The site and services shall remain fully operational during the construction period(s).
- d. Safe working processes to comply with current regulations within the site for personnel, equipment and practices will be enforced.

25.0 Project Schedule, Fees and Payments

25.1 Fees and Payments

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

26.0 Support Documentation

26.1 Please refer to the appendices for the following:

- Form of Tender & Condition of Tender Submission
- Function Brief

27.0 Evaluation Criteria

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

a. Task Appreciation	10%
b. Relevant Company Experience	20%;
c. Compliance, Financial & Insurance	15%;
d. Methodology & Approach	15%;
e. Resources / Project Personnel	20%;
f. Project Cost	20%

28.0 Detailed Submission Requirements (Key Points)

28.1 Task Appreciation

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

28.2 Relevant Company Experience

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

28.3 Compliance, Financial & Insurance

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

28.4 Proposed Approach & Construction Methodology

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

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

28.5 Proposed Personnel

Provide relevant details of (and attach CVs for):

- Proposed Sub-Consultant/s [if required] letter of intent to be provided
- Proposed Engineer registered under FIE (provide letter of intent)
- Proposed Director in active charge who will be acting as Project Manager.
- Proposed Technical support personnel.
- Proposed support personnel.

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

28.6 Remuneration Platform

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

29.0 Submission of Tender

Submissions must be clearly marked “Tender: Technical Bid “ PROPOSED CONSTRUCTION OF CAR SHOW-ROOM, SERVICE CENTRE AND VEHICLE SALES YARD FOR VISION MOTORS AT NADI BACK ROAD, NADI.” And “Tender: FINANCIAL Bid “ PROPOSED CONSTRUCTION OF CAR SHOW-ROOM, SERVICE CENTRE AND VEHICLE SALES YARD FOR VISION MOTORS AT NADI BACK ROAD, NADI.” and submitted into the Tender Box situated at Vision Motors HQ Reception Entrance, addressed as follows:

Vision Investments Limited
Vivrass Plaza, Laucala Beach
Suva.
Attn: Niraj Bhartu

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