



**TENDER DOCUMENTS FOR PEST CONTROL & HYGIENE SERVICES FOR PACKAGING
PLANT, SUGAR SHED 1, SUGAR SHED 2 & SUGAR FLOOR**

Please find attached herewith the following: -

- General Conditions
- Specific Conditions
- Form of Tender

Tenders in sealed envelopes marked: -

TENDERS FOR "PEST CONTROL & HYGIENE SERVICES" are to be forwarded to: -

**THE TENDER COMMITTEE – PEST CONTROL & HYGIENE SERVICES
THE FIJI SUGAR CORPORATION LIMITED
HEAD OFFICE
DRASA AVE, BALAWA
PRIVATE MAIL BAG
LAUTOKA**

GENERAL TERMS & CONDITIONS OF TENDER

- G1. The word "Corporation" means The Fiji Sugar Corporation Limited.

Tender Submission

- G2. The tender should be properly completed in ink on the official tender form if issued by the Corporation. It should be signed and dated by a duly authorized officer of the tendering company.
- G3. No unauthorised additions, deletions or alterations are to be made to the tender form. Any alteration to the conditions will render the tender invalid.
- G4. The Tenderer shall keep the offer valid and binding for a period of sixty days from the closing date of the tender and if successful, for the duration of the contract period.

Rates/Prices

- G5. The rates and prices offered in the tender shall be fully inclusive of all costs of products or services, taxes and all other obligations of any and every kind to be borne by the tenderer under the terms of the contract.
- G6. The provisional quantities, areas or other volumes set in these documents are the best available estimates only and are purely to give some indication of the scope of work to the Tenderer. Their accuracy or inaccuracy will in no way affect the validity of any tender or any contract based thereon.
- G7. The rates, prices and totals are required for comparison only and do not necessarily represent the sum to be paid to the Contractor for the execution of the work. The actual sums to be paid for such work will depend on the actual work done and will be in accordance with the contract.

Site Visitation

- G8. The tenderer should visit the sites, if necessary, and obtain at his own accord and at his own expense all information, which may be necessary for him to complete the tender documents.

Inspection of Tenderer's Worksite/Equipment

- G9. The tenderer shall allow the Corporation's personnel to inspect his plant and equipment and/or his work sites, if necessary, before the contract is entered into or during the currency of the contract to determine the Tenderer's ability to perform the jobs and to call for evidence of ownership.
- G10. The Contractor shall own all the vehicles and equipment and provide suitable operating supplies required for the full and proper execution of this contract.
- G11. It is desirable for the tenderer to indicate any previous experience, although such experience may not be absolutely necessary. The tenderer should support his application

indicating in detail his ability to execute the contract including evidence of possession and ownership of the necessary equipment.

Non Compliance

- G12. Noncompliance with any of the conditions may render the tender invalid. The Corporation Limited reserves the right to reject any tender at its own discretion. Lowest or any tender may not necessarily be accepted.

Interview

- G13. The Corporation may, at its own discretion, interview any tenderer if considered necessary, before finalisation of the tender.

Formal Contract

- G14. The tenderer whose tender is successful will be required to enter into a formal Agreement/Contract with the Corporation.

Duration

- G15.
- (a) The duration of the Contract shall be for three (3) years from the date of signing of the Contract, unless otherwise stipulated in the Specific Conditions.
 - (b) Notwithstanding (a) above this contract may be extended for further periods by mutual agreement of the parties.

Contact

- G16. The Contractor shall provide an acceptable contact for communication and will provide a ready response to the Corporation. In absence of a ready response, the Corporation may resort to the conditions stipulated in Clauses G24 and or/G25 of the General Conditions.

Market Fluctuations

- G17. Market fluctuations shall not apply during the currency of the contract except in the case of increase/decrease in customs duties and Government levies. Each and every case must be properly justified with documentary evidence.

Payment

- G18. The Contractor shall submit proper statements of accounts monthly and payments thereof shall be made within four weeks of the receipt of such accounts if the job is done satisfactorily. No payment will be made for any portion of the contract performed without prior approval of the Corporation.

Safety

- G19.
- (a) The Contractor and his personnel will be required to follow the Corporation's safety and security rule at all time.
 - (b) The Corporation reserves the right to and is empowered: -

- (i) To restrict the movement of any of the Contractor's personnel within the Corporation's premises.
- (ii) To refuse permission to enter the Corporation's premises to any of the Contractor's personnel.
- (iii) To expel and bar from the Corporation's premises any of the Contractor's personnel.

Liability

- G20. The safety of the equipment and operators shall be the sole responsibility of the Contractor.
- G21. The Contractor shall be liable for any damages/injury to Corporation's property/personnel or to property/persons on the Corporation's precincts/premises during the currency of the contract.

Insurance

- G22. The successful Tenderer shall obtain:
- (a) Workmen' Compensation Insurance
 - (b) Public Liability Insurance
 - (c) Contractor's all risk Insurance

The successful Tenderer shall submit to the Corporation evidence of valid and current insurance policies covering the above within the specific period.

Indemnity

- G23. The Contractor indemnifies the making good of all damages caused to the Corporation arising from his negligence and will indemnify and keep the Corporation indemnified against any claims arising from or during the execution of the contract. Once the contract is signed such an indemnity will deem to have been executed and will remain in force for the duration of the contract.

Failure to Provide Services

- G24. If the Contractor fails to provide the service(s) as required by the Corporation, the Corporation may hire such service(s) from whosoever available and the Contractor will be liable for all costs and charges and such costs and charges shall become due and payable immediately by the Contractor and may be deducted from payments due to him and if no payment is due to him the Corporation may call for such charges to be paid in cash, and/or resort to the provisions of G25 herein.

Termination

- G25. If the Contractor fails to provide the service(s) as required by the Corporation, the Corporation may by notice in writing require the Contractor to either immediately or within seven (7) days of such notice, to provide the required service(s) and if the Contractor

thereupon still fails to provide the service(s) the Corporation may by notice in writing determine the contract without prejudice to the Corporation's rights for damages.

- G26. Nothing herein mentioned shall restrict the Corporation from terminating the contract due to fraud, incapacity or upon death of the Contractor and without prejudice to the Corporation's right to seek further damages.

Liquidated Damages

- G27. If the Contractor is in breach of any of the provisions of this contract and if he fails to remedy the breach immediately upon notice, the Corporation may charge the Contractor three hundred dollars (\$300.00) for each day that such breach continues. Such penalty shall become due and payable by the Contractor and may be deducted from any moneys due and payable to him. Otherwise the Corporation may call for such money to be paid in cash.

Non-Assignment

- G28. The Contractor shall not transfer, sublet or part with his rights and obligations under the contract without the written permission of the Corporation. The contractor shall be fully responsible for all works and goods supplied by all its sub-contractors and suppliers.

No Agency

- G29. Nothing herein shall constitute the contractor an agent or servant of the Corporation.

Cost of Preparing Contract

- G30. The cost of preparing the Agreement/Contract and the stamping thereof shall be borne by the Corporation.

Tenderer/Contractor

- G31. For all intent and purposes, after the execution of the contract any reference to the tenderer herein shall mean the "Contractor" and vice-versa.

Conflict

- G32. In the event of any conflict between any of the General and Specific Conditions, the provisions of the Specific Conditions shall prevail.

Complying with Law and Legislation

- G33. The contract is made under the laws of the Republic of Fiji Islands. The Contractor is required to comply with each and every law, regulation and statutory provision and hereby indemnifies the Corporation against any action or claim for any breach of such law, regulation or provision or any claim against the Corporation arising out of the Contractor's failure or negligence in complying with such law or regulation.

Force Majeure

- G34. No party to this contract shall be liable for any failure to perform any one or more of its obligations arising under this contract if and to the extent that such failure is wholly and directly caused by an event of Force Majeure.

For the purpose of this contract, the phrase an event of Force Majeure shall mean any event:

- 1 The occurrence of which, by the exercise of reasonable diligence, the affected party is unable to prevent or could not have contemplated.
- 2 The continuation of which, by the exercise of reasonable diligence, is beyond the control of the affected party; and
- 3 The consequences of which, in relation to the performance of obligations arising under this contract and by the exercise of reasonable diligence, the affected party is unable to prevent.

Tender Deposit

- G35. No Tender deposit is applicable for this tender.

SPECIFIC CONDITIONS

1. The tenderer will be required to provide monthly service(s) or within 1 week of request but the Corporation will endeavor to give longer notice whenever possible.
2. All pest control accessories, materials, equipment and chemicals are subject to approval of the Representative (normally Manager & Supervisor) nominated by the Fiji Sugar Corporation Limited. Allow to set up samples of chemicals and equipment where required.
3. The successful tenderer shall execute a **Performance Bond** for the sum of **\$2,000 (Two Thousand Dollars)** in favor of the Fiji Sugar Corporation Limited
4. The tenderer will agree to provide the below pest control & hygiene services by the corporation;
 - Cockroaches, Ants, Rats and Mice
 - Bird Lice
 - Birds
 - Insects
 - Flies
 - Mongoose
 - Misting
 - Air Fresheners (Packaging Plant Office & Shipping Office)
 - Sanitary Bins (Packaging Plant/Shipping Office)
 - Toilet Sanitizers
 - Liquid non scented soap
5. The schedule of treatment for the buildings shall be as follows: -

- a) Office area
- b) Packing/Bagging area
- c) Kitchen
- d) Lockers area
- e) Washroom area
- f) Warehouse/Storage area
- g) Hopper area
- h) Loading bay
- i) Outside premises
- j) Drains

and any other locations in or out of the building deemed requiring treatment as instructed by the Corporation representative.

6. The contractor shall ensure that the toxicity of chemicals such as liquid formulations, solid formulations and insecticidal vapors used in the treatment of the site will not cause detriment to human beings health.
7. The contractor shall ensure to supply updated and revised copies of MSDS for all chemicals used on site.
8. The contractor shall ensure to supply the qualifications for all pest control technicians working on site and update if there are any changes.
9. The contractor shall ensure the reports are completed and signed by the Corporations nominated representatives and handed over before leaving the premises.
10. The contractor shall provide a quarterly trend analysis report and suggestions for improvements.
11. The contractor shall abide with all the OH&S and Food Safety rules of the Packaging Plant & Shipping.
12. The contractor shall report to the office upon entering premises, obtain necessary permission and complete necessary forms before beginning their scheduled work
13. The contractor shall leave an updated file with all information regarding the company, site map, qualifications, bait station locations, MSDS, pest sighting book and completed reports
14. If in the opinion of the Corporation's representatives that any of the treatment carried out at any one area is found to be ineffective within 1 month of treatment, then the Corporation reserves the right to insist that the contractor re-treat the particular area without any further cost to the Corporation.
15. The contractor shall ensure that his employees conduct themselves in an acceptable manner whilst working in and around the Packaging Plant, Sugar Sheds and Sugar Floor and execute their work without hindrance, harassment or peculiar inconvenience to persons within the said building. In the event of such incidents arising then the Corporation may resort to terminating the contract or insisting the replacement of such employee.

PEST CONTROL & HYGIENE SERVICES

FORM OF TENDER

The Tender Committee – Pest Control & Hygiene at Packaging Plant
FSC Head Office
Private Mail Bag
LAUTOKA

Tender Committee,

Having examined the General Conditions and Specific Conditions relevant to the above tender, I/We hereby wish to offer my/our rates/prices as mentioned hereunder;

Treatment	Price (\$) VEP PER ROUND			
	Packaging Plant	Sugar Shed 1	Sugar Shed 2	Sugar Floor
Pest control Services				
Hygiene Services				
Fly units				
Hand Sanitizers				
Hand Washing Soap Non Scented				

TENDERER'S DECLARATION

I/We hereby state and declare that I/We have fully read and understood the tender documents and work to be carried out. Also, I/we state that all information given by me/us is/are true and correct and prices/rates offered are valid for sixty (60) days from the closing date specified.

TENDERER : _____

MAILING ADDRESS : _____

PHYSICAL ADDRESS : _____

BUSINESS PHONE NO : _____

MOBILE NUMBER : _____

SIGNATURE : _____

DESIGNATION : _____

DATE : _____

Note: Tenders unaccompanied by this **FORM OF TENDER** will not be considered.

