



## **SPECIFICATIONS FOR**

**Tender PB 02/2023 Loftus Office Refurbishment Works**

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## 1. Advertisement

The following are excerpts and addendums from the advertisement for Legal Aid Commission as it originally appeared in the local media and should be used as the basis to submit your proposals:



*"Providing Greater Access to Justice for All Fijians"*

**Tender- PB 02/2023 Loftus Office Refurbishment Works**

The Legal Aid Commission (the "Commission") is established by the Legal Aid Act 1996 (the "Act"). The Commission is mandated to provide free legal services to those people who are determined to be impoverished and are not able to afford private legal representation. In an effort to improve its services and bring about greater efficiency, the Legal Aid Commission is inviting for Tender from reputable vendors for the supply of "Loftus Office Refurbishment Works."

A stringent evaluation criterion will be used to review the Tender documents submitted. Documents to be enclosed with Tender submission **MUST** include the following:

1. Detailed company profile including list of Directors and associates.
2. FNPF / TIN Certifications and Tax Exemption Certificates.
3. Curriculum Vitae for all Directors and Associates, outlining years of experience and qualifications.
4. Company Registration Certificates & Business License.
5. Audited Financials for last 2 years.
6. Company Profile must include details of contact persons for major projects undertaken.

**Submission**

Submissions shall be in a sealed envelope and clearly marked as "Tender – PB 02/2023 Loftus Office Refurbishment Works" and addressed to:

The Chairman,  
Legal Aid Commission  
Level 2  
41 Loftus Street  
Suva.

All tenders must be received at the above address no later than **2:00pm (Fiji Time) on Wednesday 31<sup>st</sup> May 2023**". To obtain a copy of the tender's Terms of Reference document, please visit the Legal Aid Commission website <https://www.legalaid.org.fj/>. It is the responsibility of the company to ensure that its electronic submission is submitted within the due date and time.

**Queries to be directed to:**

Maciu Sakealevu – Administration Officer Legal Aid Commission 41 Loftus Street, Suva. Email: <a href="mailto:maciu.sakealevu@legalaid.org.fj">maciu.sakealevu@legalaid.org.fj</a>	Seremaia Waqainabete -Acting Director Legal Aid Commission 41 Loftus Street, Suva. Email: <a href="mailto:Seremaia.Waqainabete@legalaid.org.fj">Seremaia.Waqainabete@legalaid.org.fj</a>
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**Important Notice**

Nothing in the advertisement shall be construed to be a commitment on the part of the Legal Aid Commission. The successful vendor will be notified formally, in writing. The decision of the Legal Aid Commission is final. The Commission reserves the right to negotiate or ~~enter into~~ discussion with any of the vendors.

**Seremaia Waqainabete  
ACTING DIRECTOR**

## 1.1. General Terms and Conditions

Following general terms and conditions will apply.

### 1.1.1. Submission of Tenders

All tender proposals must be submitted in the Tender Box no later than:  
**“2:00pm (Fiji Time) on Wednesday 31<sup>st</sup> May 2023”.**

### 1.1.2. All Tenders submitted must be addressed to:

The Chairman  
Legal Aid Commission  
Level 2  
41 Loftus Street, Suva  
Fiji.

### 1.1.3. The Tender response must be in English.

### 1.1.4. Should the Tenderer become aware of any discrepancy, error or omission in the Tender document submitted, and the Tenderer wishes to lodge a correction or provide additional information that material must be in writing and lodged to the same portal prior to the Tender closing time.

## 1.2. Format of Tender Response

Letter of Transmittal Each Tenderer MUST provide a formal letter of transmittal that should:

### 1.2.1. Be signed by an authorized representative of the organization and must state that the signing official is authorized to legally bind the organization; include the names, titles, office addresses and office telephone numbers of the persons authorized by the organization to conduct negotiations on the Project, including their expected roles in negotiations and in performance of any resulting Agreement.

### 1.2.2. Provide a contact name, address, facsimile number and email address which the Legal Aid Commission agencies will use in serving notices to the Tenderer.

1.2.3. Tenders submitted without a signed letter of transmittal will be excluded from further consideration after the initial tender responsiveness analysis.

### 1.3. Executive Summary

The Tender response should contain an executive summary providing an overview of the proposed solution and the total cost of the proposal.

### 1.4. Late Tenders

Any Tender lodged "AFTER" the closing time will be deemed to be late and unacceptable.

### 1.5. Unconditional Offers

Tenderers are required to:

Make their best unconditional offers on submission of their Tender; and

Obtain any necessary Legal Aid Commission approvals, consents or authorizations to enable them to execute the Agreement and any related documents on an unconditional basis.

### 1.6. Termination of RFT

The Fijian Legal Aid Commission may, at their sole and absolute discretion, suspend, terminate or abandon part or the whole of this RFT, at any time prior to the execution of a formal written agreement acceptable to the parties involved, by an authorized officer of Legal Aid Commission and by the Successful Tenderer/s, by giving written notice of such a decision to each of the registered Tenderers.

### 1.7. Questions about this RFT

Questions pertinent to an understanding or clarification of this RFT must be submitted to [tenders@legalaids.org.fj](mailto:tenders@legalaids.org.fj)

### 1.8. Tenderer's Risk

A Tenderer's participation in any stage of the Tender process is at the Tenderer's sole risk, cost and expense, in particular, all costs incurred by or

on behalf of the Tenderers in relation to this RFT, including preparing and lodging the Tender and providing Legal Aid Commission with any further information are wholly the responsibility of the Tenderer.

The Legal Aid Commission accepts no responsibility, liability, or obligation whatsoever for costs incurred by or on behalf of any Tenderer in connection with any Tender or any participation in the Tender process.

#### 1.9. Other Statutory Rights

The Fijian Legal Aid Commission has no obligation:

To consider and/or accept the lowest priced Tender or any Tender regardless of its compliance or non-compliance with the RFT; or

As to the manner, timing or the basis of the consideration of a Tender.

The Fijian Legal Aid Commission may consider and/or accept any Tender regardless of its compliance or non-compliance with the RFT.

The Legal Aid Commission reserves, at their sole and absolute discretion, the right to:

Negotiate with one or more Tenderers during the Evaluation stage;

Call for new Tenders;

Alter, amend or vary the terms of the draft Agreement at any time including, without limitation, during negotiations; and/or

Enter into several separate Agreements with different Tenderers or other parties for the supply of individual services required under this RFT.

#### 1.10. No Legal Obligation

No legal obligation or agreement whatsoever is intended to be or is created between the Fijian Legal Aid Commission and the Tenderers, or any one of them, by virtue of the Tender process (including but not limited to statements contained in this RFT) unless and until Agreement negotiations are completed and a formal written Agreement (or Agreements) acceptable to LEGAL AID COMMISSION is entered into and executed by an authorized officer of the Legal Aid Commission and the Successful Tenderer/s.

#### 1.11. Clarification and Variation of Tenders

Legal Aid Commission may, at their absolute discretion seek clarification or request further information from Tenderers after the closing date for the submission of Tenders.

Each Tenderer must nominate a person to provide additional information or answer specific questions that may arise during the selection process as required by Legal Aid Commission.

Tenderers whose Tenders have been short listed may be required, to engage in formal discussions with the Legal Aid Commission, facilitate site visits at their own cost or make presentations to the Fijian Legal Aid Commission on their Tenders. In such an event, LEGAL AID COMMISSION will make the necessary arrangements with Tenderers.

#### 1.12. Preferred Tenderer Selection

Neither the lowest priced Tenders, nor any Tenders, will necessarily be selected by the Legal Aid Commission as the Preferred Tender/s.

The LEGAL AID COMMISSION may decide not to accept any Tender or reject all Tenders at any time. The Fijian Legal Aid Commission reserves the right to cancel this RFT and pursue an alternative course of action at any time.

A Tenderer will not be deemed to have been selected as one of the Preferred Tenderer/s unless and until notice in writing for and on behalf of the Fijian Legal Aid Commission of such selection is:

Handed to the Tenderer; or

Is sent by prepaid post to or is left at the address stated in the Tender for service of notices; or

Sent by facsimile to the number provided by the Tenderer, followed by an original by post.

Selection of Preferred Tenderer/s will not represent acceptance of the Tender/s and no binding relationship will exist between the Preferred Tenderer/s and the Fijian Legal Aid Commission until a written agreement acceptable by all relevant Legal Aid Commission agencies is executed on behalf of the Fijian Legal Aid Commission by an authorized officer of Legal Aid Commission and the Successful Tenderer/s.

#### 1.13. Unlawful Inducements and Collusive Tendering

Tenderer and its officers, employees, agents and advisers must not:

Offer unlawful inducements in connection with the Tender process;

Or

Engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgment of Tenders.

#### 1.14. Improper Assistance from Fijian Legal Aid Commission Staff

Legal Aid Commission policy is to exclude from further consideration Tenders which have been compiled with improper assistance of employees of the Legal Aid Commission, ex-employees, and/or contractors or ex-contractors of the Legal Aid Commission or that have been compiled utilizing information unlawfully obtained from the Legal Aid Commission.

#### 1.15. Conflict of Interest

The Tenderer must warrant that to the best of its knowledge at the date of submitting its Tender no conflict of interest exists or is likely to arise in relation to this Tender during the Tender selection period by itself, its officers, employees, agents or any subcontractors.

If during the course of the Tender selection process a conflict or risk of conflict, of interest arises, the Tenderer undertakes to notify the Legal Aid Commission immediately in writing of that conflict or risk of conflict.

#### 1.16. Payment Terms

##### **Costs**

In line with Legal Aid Commission requirements, payments will be done after delivery of goods. Where cost estimates are provided, the basis of these estimates should be shown.

Where given cost components are subject to periodical change, the basis for review, and increase/decrease should be shown in change over proposal.

All costs should be in Fiji Dollars inclusive of VAT for Local suppliers and foreign currency for overseas suppliers based on their tendered cost.

#### 1.17. Non-delivery of service(s)

The Fijian Legal Aid Commission reserves the right to hold part or the whole of any payment until such time that the product has been delivered to the quality, expectation and satisfaction of the Fijian Legal Aid Commission.



The Legal Aid Commission has the right to withhold or deduct (as penalties) a percentage of the payment for vendor non- performance. This is initially set at 10% per calendar day but is open to negotiation. Non-performance may be classed as:

Failure to deliver on time

Failure to respond to queries within a reasonable amount of time

Failure to comply to standards of the Legal Aid Commission.

Introduction of unauthorized “new” clauses

#### 1.18. No Sub-Contractors

The winning vendor/s cannot outsource the part of all of the work for this RFT to any sub-contractors unless specifically stated in the engagement agreement and agreed to by the Fijian Legal Aid Commission.

#### 1.19. Validity of the proposal

All proposals and prices shall remain valid for a period of at least thirty (30) calendar days from the closing date of the submission of the proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.

#### 1.20. Currency

Prices should be quoted in Fijian currency, Duty Paid, VIP (VAT Inclusive Prices) and delivered to Legal Aid Commission for local suppliers and Cost & Freight (C&F), Suva basis for overseas suppliers with currency quoted to be clearly indicated 15% withholding tax.

#### 1.21. Time Schedule

Tenderers are to clearly outline in a MS-Project 2000 format, all proposed equipment and service delivery dates, times, resourcing and lag times

## 2. Financial Proposal

### 2.1. Cost Matrix

Bidders should provide their cost breakdown in the following format.

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	Provision of drawing and office layout	1			
2	Change the entire roofing to engineer's requirement	1			
3	Refurbishment of office space at Ground Floor & Level 2	1			
4	Refurbishment of Server Room	1			
5	Supply and installation of electrical works, power points & lights.	As required			
6	Supply & installation of AC units	As required			
7	General Painting	As required			
8	Provision for Photocopiers/printers	As required			

### Important Notice

*Nothing in the advertisement shall be construed to be a commitment on the part of the Legal Aid Commission. The Legal Aid Commission is not bound to accept the lowest priced Tender or all or any part of the Tender and reserves the right to select the successful Vendor as it sees appropriate. The successful Vendor will be notified formally, in writing. The Commission reserves the right to negotiate or enter into discussion with any of the vendors. The decision of the Legal Aid Commission is final.*