



THE FIJI SUGAR CORPORATION LIMITED
GENERAL TERMS & CONDITIONS OF EOI

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

EOI Submission

- G2. The EOI should be properly completed in ink on the official EOI 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 EOI form. Any alteration to the conditions will render the EOI invalid.
- G4. The Tenderer shall keep the offer valid and binding for a period of sixty days from the closing date of the EOI and if successful, for the duration of the contract period.

Rates/Prices

- G5. The rates and prices offered in the EOI 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 EOI 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 sum 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 EOI 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 EOI invalid. The Corporation Limited reserves the right to reject any EOI at its own discretion. Lowest or any EOI may not necessarily be accepted.

Interview

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

Formal Contract

- G14. The tenderer whose EOI 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 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.

Compliance to FSC OHS and Environment Policies and legislation

- G19. The Contractor must at all times comply with FSC's OHS Management System Policies and Procedures including OHS and Environmental legislation and regulation.

More specifically, the contractor must :

- (a) Put in place safe work practices and procedures to prevent workplace accidents and environment mishaps.
- (b) Cooperate and follow safety and environment rules and procedures at all times while in FSC premises and this includes participation in FSC OHS contractor induction, reporting of accidents and wearing of appropriate personal protective equipment (PPE) such as hard hats, safety boots etc while in the designated PPE areas at all times.
- (c) The Contractor and his personnel will be required to follow the Corporation's security rule at all time.

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.
- (iv) 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
- (d) FNPF Compliance Letter

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.