

Energy Fiji Limited



Tender Document

Tender No. : MR 395/2018

Construction of Concrete Pad & Installation of
Electrical Cable for a 500KW Standby Generator
at EFL's Head Office

Generation SBA
Energy Fiji Limited

9 November 2018
KamendraS@efl.com.fj

Table of Content

1.0 INVITATION FOR TENDERS	5
2.0 INSTRUCTION TO BIDDERS	6
2.1 ELIGIBLE BIDDERS	6
2.2 ELIGIBLE MATERIALS, EQUIPMENT AND SERVICES	6
2.3 ONE BID PER BIDDER	6
2.4 COST OF BIDDING	6
2.5 SITE VISITS	6
2.6 CONTENTS OF THE BIDDING DOCUMENTS	7
2.7 CLARIFICATION OF BIDDING DOCUMENTS	7
2.8 AMENDMENT OF BIDDING DOCUMENT	7
2.9 LANGUAGE OF BID	7
2.10 BID PRICES	8
2.11 BID CURRENCIES	8
2.12 BID VALIDITY	8
2.13 FORMAT AND SIGNING OF BIDS	8
2.14 SEALING AND MARKING OF BIDS	8
2.15 DEADLINE FOR SUBMISSION OF BIDS	9
2.16 LATE BIDS	9
2.17 MODIFICATION AND WITHDRAWAL OF BIDS	9
2.18 REJECTION OF ONE OR ALL BIDS	9
2.19 PROCESS TO BE CONFIDENTIAL	10
2.20 CLARIFICATION OF BIDS	10
2.21 PRELIMINARY EXAMINATION	10
3.0 GENERAL CONDITIONS OF CONTRACT	11
3.1 GENERAL CONDITIONS'	11
3.2 DEFINITIONS	11
3.3 APPLICATION	11
3.4 COUNTRY OF ORIGIN	11
3.5 STANDARDS	11
3.6 USE OF CONTRACT DOCUMENTS AND INFORMATION	11
3.7 PROGRAMME TO BE FURNISHED	12
3.8 INSPECTION AND TESTS	12
3.9 PATENT RIGHTS	12
3.10 PACKING	12
3.11 DELIVERY AND DOCUMENTS	12
3.12 INSURANCE	12
3.13 WARRANTY	13
3.14 PAYMENT	13
3.15 PRICES	13
3.16 ASSIGNMENT	13

3.17	SUBCONTRACTS	13
3.18	TERMINATION FOR DEFAULT	14
3.19	LIQUIDATED DAMAGES	14
3.20	RESOLUTION OF DISPUTES	14
3.21	LANGUAGE AND LAW	14
3.22	FORCE MAJEURE	14
4.0	SPECIAL CONDITIONS OF CONTRACT	15
4.1	DEFINITIONS	15
4.2	APPLICATION	15
4.3	PROOF OF SUCCESSFUL COMPLETION OF PREVIOUS SIMILAR CONTRACTS	15
4.4	DELIVERY PERIOD	15
4.5	PAYMENT TERMS AND CONDITIONS	15
4.5.1	LOCAL SUPPLIERS	15
4.5.2	FOREIGN SUPPLIERS	15
4.6	ADVANCE PAYMENT	16
4.7	PRICES	16
5.0	TECHNICAL SPECIFICATION	17
5.1	GENERAL INFORMATION	17
5.1.1	PRELIMINARY AND GENERAL CONDITIONS	17
5.1.2	SITE LOCATION	17
5.1.3	ENERGY FIJI LIMITED	17
5.1.4	BUILDING CONDITIONS	17
5.1.5	WORK PLAN	17
5.1.6	SITE SAFETY MANAGEMENT SYSTEM	17
5.1.7	ENVIRONMENTAL CONTROL	17
5.1.8	PROTECTION OF PEOPLE AND PROPERTY	17
5.1.9	DURATION OF WORK	18
5.1.10	STORAGE OF MATERIALS AND EQUIPMENT'S	18
5.1.11	DAILY DIARY REPORTS	18
5.1.12	CARE OF THE WORKS	18
5.1.13	CLEARING AWAY	18
5.1.14	TOBACCO/ALCOHOL/DRUG FREE ENVIRONMENT	18
6.0	SCOPE OF WORKS	19
6.1	CONSTRUCT OF CONCRETE PAD	19
6.2	AUTOMATIC TRANSFER SWITCH (ATS)	19
6.3	CABLING WORKS	19
7.0	PRICE SCHEDULE	20
7.1	COMPLIANCE CHECKLIST DECLARATION	22

7.2 TENDER CHECK LIST 23

8.0 TENDER FORM 24

9.0 SUBMISSION TO TENDER 25

1.0 INVITATION FOR TENDERS

Energy Fiji Limited is inviting bids for the Construction of Concrete Pad & Installation of Electrical Cable for a 500KW Standby Generator at EFL's Head Office. This work is mainly the generator foundation works, ATS installation and electrical management to the ATS. The Detailed scope of works listed in the following pages.

Interested bidders may obtain Tender Document at the:

Supply Chain Office
Energy Fiji Limited
Head Office
2 Marlow Street, Suva
Contact: 322 4360 / 999 1587

All tenders shall submit all documents required including spares pricing as per price template.

During evaluation of tenders, the Authority will invite a tenderer or tenderers for discussions, presentations and necessary clarification before awarding of the contract

The tender submissions close on the **21/11/18**

2.0 INSTRUCTION TO BIDDERS

2.1 Eligible Bidders

- 2.1.1. This invitation is open to all Bidders who have sound financial background, and have previous experience in building construction & electrical installation up to 415V systems.
- 2.1.2. Bidders shall provide such evidence of their continued eligibility satisfactory to EFL as EFL shall reasonably request. Bidders who are not manufacturer of such jointing and outdoor termination kits shall provide evidence of agency.
- 2.1.3. Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practice.

2.2 Eligible Materials, Equipment and Services

- 2.2.1. The materials, equipment, and services to be supplied under the Contract shall have their origin from reputable companies as specified by EFL and from various countries and all expenditures made under the Contract will be limited to such materials, equipment, and services. Upon request, bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 2.2.2. For purposes of this Contract, "services" means the works and all project-related services including design services.
- 2.2.3. For purposes of this Contract, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing or substantial or major assembling of components, a commercial recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.4. The materials, equipment and services to be supplied under the Contract shall not infringe or violate any industrial property or intellectual property rights or claim of any third party.

2.3 One bid per Bidder

- 2.3.1. Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all those bids to be rejected.

2.4 Cost of Bidding

- 2.4.1. The bidder shall bear all costs associated with the preparation and submission of its bid and EFL will in no case be responsible or liable for those costs.

2.5 Site Visits

- 2.5.1. As per advertised dated

2.6 Contents of the Bidding Documents

- 2.6.1. The bidder is expected to examine carefully the contents of this Bidding document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.
- 2.6.2. The following are the mandatory submission of a successful tender bid;
- Pricing Schedule
 - Program of Works
 - Company Profile (Max 2 pages in standard A4)
 - Work History - Project/ Work done with referee, EFL work history.
 - Company background
 - Bidder available resources e.g. Manpower, Machines & Equipment.
 - OHS Policies or Plan
 - Fiji Revenue & Customs Service (FRCA) compliance
 - Fiji National Provident Fund (FNPF) compliance
 - Signed checklist declaration (Appendix 5.1)

Failure to submit required documents may affect bid compliance even make it non-compliance.

2.7 Clarification of Bidding Documents

- 2.7.1. A prospective bidder requiring any clarification of the bidding documents may notify EFL in writing by fax (hereinafter the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex), or email addressed to:

Tuvitu Delairewa
General Manager Commercial
2 Marlow Street,
Suva, Fiji
Phone: +679 3224 185
Email: TDeலைrewa@efl.com.fj

- 2.7.2. EFL will respond to any request for clarification which it receives earlier than 10 days prior to the deadline for submission of bids.

2.8 Amendment of Bidding Document

- 2.8.1. At any time prior to the deadline for submission of bids, EFL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda.

2.9 Language of Bid

- 2.9.1. The bid, and all correspondence and documents related to the bid, exchanged between the bidder and the EFL shall be written in the English language.

2.10 Bid Prices

- 2.10.1. Unless specified otherwise, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), testing and delivery.
- 2.10.2. Bidders shall give a breakdown of the prices in the manner and detail called for in this bidding document, or any issued addenda.
- 2.10.3. For Oversea Suppliers, bids shall be given on Delivered Duty Unpaid (DDU) basis. The point of delivery shall be Suva/Lautoka port for Sea or Nadi Airport for Air. The term DDU shall be governed by the rules prescribed in the current edition of Incoterms (i.e. the eighth version - Incoterms 2010), published by the International Chamber of Commerce, Paris. Stated Otherwise with validation. *(if applicable)*

2.11 Bid Currencies

- 2.11.1. Prices shall be quoted in a single currency only.

2.12 Bid Validity

- 2.12.1. Bids shall remain valid for a period of **60 days** from the date of Deadline for Submission of Bids specified in Sub-Clause 2.15.

2.13 Format and Signing of Bids

- 2.13.1. The bidder shall prepare one original and two (2) copies of the technical and financial proposals, clearly marking each one as: "ORIGINAL-TECHNICAL & PRICE PROPOSAL", "COPY NO. 1 - TECHNICAL & PRICE PROPOSAL", etc. as appropriate. In the event of discrepancy between the original and any copy, the original shall prevail.
- 2.13.2. The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.
- 2.13.3. The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by EFL, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

2.14 Sealing and Marking of Bids

- 2.14.1. The bidder shall seal the original copy of the technical proposal and the original copy of the price proposal and each copy of the technical proposal and each copy of the price proposal in separate envelopes clearly marking each one as: "ORIGINAL-TECHNICAL & PRICE PROPOSAL", "COPY NO. 1 - TECHNICAL & PRICE PROPOSAL", etc. as appropriate.
- 2.14.2. The bidder shall seal the original bids and each copy of the bids in an inner and an outer envelope, duly marking the envelopes as "ORIGINAL", "COPY No. 1", etc.

- 2.14.3. The inner and outer envelopes shall
- a) be addressed to EFL at the following address:

Tuvitu Delairewa
General Manager Commercial
2 Marlow Street,
Suva, Fiji
Phone: +679 3224 185
Email: TDeலைrewa@efl.com.fj

And

- b) bear the following identification:

Bid for: MR 395/2018 - Construction of Concrete Pad & Installation of Electrical Cable for a 500KW Standby Generator at EFL's Head Office.

- 2.14.4. In addition to the identification required, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Deadline for Submission of Bids.
- 2.14.5. If the outer envelope is not sealed and marked as above, EFL will assume no responsibility for the misplacement or premature opening of the bid.

2.15 Deadline for Submission of Bids

- 2.15.1. Bids must be received by EFL at the address specified above no later than 1600 hours (Fiji Time) **21/11/18**.
- 2.15.2. EFL may, at its discretion, extend the deadline for submission of bids by issuing an addendum, in which case all rights and obligations of EFL and the bidders previously subject to the original deadline will thereafter be subject to the deadlines extended.

2.16 Late Bids

- 2.16.1. Any bid received by EFL after the deadline for submission of bids prescribed above will be rejected and returned unopened to the bidder.

2.17 Modification and Withdrawal of Bids

- 2.17.1. The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by EFL prior to the deadline for submission of bids.
- 2.17.2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Sealing and Marking of Bids, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.
- 2.17.3. No bid may be modified by the bidder after the deadline for submission of bids.

2.18 Rejection of one or all Bids

- 2.18.1. EFL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the

affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the rejection.

2.19 Process to be Confidential

- 2.19.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process.
- 2.19.2. Any effort by a bidder to influence EFL's processing of bids or award decisions may result in the rejection of the bidder's bid.
- 2.19.3. Lowest bid will not necessarily be accepted as successful bid.

2.20 Clarification of Bids

- 2.20.1. To assist in the examination, evaluation and comparison of bids, EFL may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by EFL in the evaluation of the bids in.

2.21 Preliminary Examination

- 2.21.1. Energy Fiji Limited will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.21.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.21.3. Energy Fiji Limited may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.21.4. Prior to the detailed evaluation, pursuant to Clause 21, Energy Fiji Limited will determine the substantial responsiveness of each tender to the tender document. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender document without material deviation Energy Fiji Limited's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.21.5. If a tender is not substantially responsive, it will be rejected by Energy Fiji Limited and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

3.0 GENERAL CONDITIONS OF CONTRACT

3.1 General Conditions'

Energy Fiji Limited uses Federation Internationale Des Ingenieurs Conseil (FIDIC) Contract template. General conditions of this contract shall be governed by it.

3.2 Definitions

3.2.1. In this Contract, the following terms shall be interpreted as indicated:

- "The Contract" means the agreement entered into between Energy Fiji Limited and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- "The Supplier" means the individual or firm supplying the goods under this Contract.
- "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to Energy Fiji Limited under this Contract.

3.3 Application

3.3.1. These General Conditions shall apply in all Contracts made by Energy Fiji Limited for the procurement of goods.

3.4 Country of Origin

3.4.1. For purposes of this Clause, "origin" means the place where the Goods were manufactured or produced.

3.4.2. The origin of the Goods is distinct from the nationality of the Supplier.

3.5 Standards

3.5.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.6 Use of Contract Documents and Information

3.6.1. The Supplier shall not, without Energy Fiji Limited's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Energy Fiji Limited in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.

3.6.2. The Supplier shall not, without Energy Fiji Limited's prior written consent, make use of any document or information enumerated in Clause 3.1 above.

- 3.6.3. Any document, other than the Contract itself, enumerated in Clause 3.1 shall remain the property of Energy Fiji Limited and shall be returned (all copies) to Energy Fiji Limited on completion of the Supplier's performance obligations under the Contract if so required by Energy Fiji Limited.

3.7 Programme to be Furnished

- 3.7.1. Within 20 days of the acceptance of this tender the Contractor shall submit to the Employer, for approval, a programme showing the order in which he proposes to carry out the works, including design, manufacture and delivery.

3.8 Inspection and Tests

- 3.8.1. The Employer's Engineer or his representative shall have the right to inspect and/or to witness test the Goods at the factory or place of manufacture, for their conformity to the Contract Specifications. The Employer shall notify the Contractor in writing of the identity of its Engineer(s) or representative(s) retained for these purposes. The contractor shall provide the Employer with a detailed program for the inspections and/or witness tests and notice of at least 7 days of notice when the materials, equipment, system is ready for inspection & testing. Nothing in this clause shall in any way release the Contractor from any warranty or other obligations under this Contract in delivering a fully functional plant as specified elsewhere in this document or the contractors' design and specifications.

3.9 Patent Rights

- 3.9.1. The Supplier shall indemnify Energy Fiji Limited against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Fiji.

3.10 Packing

- 3.10.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.10.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.11 Delivery and Documents

- 3.11.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by Energy Fiji Limited in its Schedule of Requirements and the Special Conditions of Contract.
- 3.11.2. The supplier shall provide both Air Freight Charges and Sea Freight Charges.

3.12 Insurance

- 2.12.1. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special Conditions of Contract.

3.13 Warranty

- 3.13.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, workmanship, or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country.
- 3.13.2. This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 3.13.3. Energy Fiji Limited shall promptly notify the Supplier in writing of any claims arising under this warranty
- 3.13.4. Upon receipt of such notice, the Supplier shall, within a period of 30 days, and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to Energy Fiji Limited.
- 3.13.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in 10.4 above, within a reasonable period, Energy Fiji Limited may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which Energy Fiji Limited may have against the Supplier under the Contract.

3.14 Payment

- 2.14.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of Contract.
- 2.14.2. Payments shall be made promptly by Energy Fiji Limited as specified in the Contract.

3.15 Prices

- 3.15.1. Prices charged by the Supplier for Goods delivered under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices quoted by the Supplier in its tender.

3.16 Assignment

- 3.16.1. The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with Energy Fiji Limited's prior written consent.

3.17 Subcontracts

- 3.17.1. The Supplier shall notify Energy Fiji Limited in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.

3.18 Termination for Default

- 3.18.1. Energy Fiji Limited may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate this Contract in whole or in part:
- a) If the Supplier fails to deliver the Goods within the period(s) specified in the Contract, or within any extension thereof granted by Energy Fiji Limited.
 - b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - c) If the Supplier, in the judgment of Energy Fiji Limited has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.18.2. In the event Energy Fiji Limited terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to Energy Fiji Limited for any excess costs for such Goods

3.19 Liquidated Damages

- 3.19.1. If the Supplier fails to deliver the Goods within the period(s) specified in the Contract, Energy Fiji Limited shall, without prejudice to its other remedies under the Contract,

3.20 Resolution of Disputes

- 3.20.1. Energy Fiji Limited and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 3.20.2. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to formal mechanisms. These mechanisms include, but are not restricted to, conciliation by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

3.21 Language and Law

- 3.21.1. The language of the Contract and the law governing the Contract shall be English language and the Laws of Fiji respectively unless otherwise stated.

3.22 Force Majeure

1. The Supplier shall not be liable for forfeiture of termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.0 SPECIAL CONDITIONS OF CONTRACT

4.1 Definitions

"The Purchaser" is Energy Fiji Limited, 2 Marlow Street, Private Mail Bag, Suva, and includes its legal representatives, successors or assigns.

4.2 Application

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

4.3 Proof of Successful Completion of Previous Similar Contracts

Tenderers shall provide proof of successful completion within the stipulated delivery period of similar contracts undertaken in the past.

4.4 Delivery Period

The Goods shall be delivered within 8 weeks after the date of contract award. Delivery must be for a complete schedule. Partial delivery shall not be accepted.

4.5 Payment Terms and Conditions

4.5.1 Local Suppliers

Energy Fiji Limited's payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and are in accordance with the contract. Payment shall be made through Energy Fiji Limited's cheque or telegraphic transfer for the amount of contract.

4.5.2 Foreign Suppliers

Payment shall be through an LC under the following conditions: -

- a) Payment shall be effected upon presentation of a complete set of documents to the advising bank as will be stipulated in the Letter of Credit
- b) The Supplier shall be required to meet all LC bank charges incurred country; while Energy Fiji Limited will meet those incurred in Fiji.
- c) Any extension and or amendment charges and other costs that may result in the Supplier's delays, requests, mistakes or occasioned howsoever Supplier shall be to the Supplier's account.
- d) The number of LC extensions shall be limited to a maximum of two (2) only but not exceeding one quarter (3 months) each, at the cost of the Supplier.
- e) Should the Supplier require a confirmed LC, then all confirmation and any related charges levied by both the Supplier's and Energy Fiji Limited's bank shall be to the Supplier's account.
- f) The LC shall be opened only for the specific order within the validity period of the contract.
- g) LCs shall be partial for partial deliveries or full for one delivery as contract.

- h) The Supplier shall be required to submit a Preformat Invoice for each schedule for use in the placement of order and opening of the LC. The Preformat Invoice shall be on total Cost and Freight (CFR) basis showing the charges separately from the Free on Board (FOB) cost. Energy Fiji Limited will meet freight Insurance cost

4.6 Advance Payment

Any advance payment will require a bank guarantee. And this added cost will be beared by bidder.

4.7 Prices

Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account.

5.0 TECHNICAL SPECIFICATION

5.1 General Information

5.1.1 Preliminary and General Conditions

The contractor shall furnish all labour, equipment, transportation and services as necessary to complete all projected work included in this specifications.

5.1.2 Site Location

EFL Vuda Power Station

5.1.3 Energy Fiji Limited

The contractor shall at times comply with all Energy Fiji Limited's HSE Regulations currently in force.

5.1.4 Building Conditions

The contractor is advised to visit and assess the site and existing premises prior to tendering, as no claim will be allowed on the grounds of ignorance of the conditions existing.

5.1.5 Work Plan

The contractor shall prepare a Work Programme, Work Safety Plan/Risk Assessment Plan in accordance and shall submit the plan to the property officer for his approval before commencing with work on the site.

5.1.6 Site Safety Management System

The contractor shall establish and maintain a Site Safety Management that ensures the safety of all persons on the site in accordance with the requirements of the Energy Fiji Limited Occupational Health and Safety Policy and the Health and Safety at Work Act, 1996 requiring strict compliance by the parties here to. The Contractor is to obtain all approvals from Ministry of Labour for any scaffolding to be used on the site. All PPE's and other safety equipment's will be checked by EFL's Health and Safety Department (HSE) to confirm if they are in compliance with the relevant current safety standards. No work shall commence prior to approvals given from EFL's HSE Department.

EFL will carry out an induction for the contractor and its members to familiarize with the Energy Fiji Limited Occupational Health and Safety Policy.

5.1.7 Environmental Control

Comply with all environmental protection provisions in the contract and the requirements of any statute, by law, standard and the like related to environmental protection.

5.1.8 Protection of People and Property

The contractor shall keep all persons (workers) under control and within the boundaries of the site. He will be held responsible for the care of the existing premises and works generally until completion.

5.1.9 Duration of Work

The expected duration for the completion of work shall be **two (2) weeks**.

5.1.10 Storage of Materials and Equipment's

Materials and equipment's stored on site must not pose any danger to property and minimize hazards to persons, materials and equipment. Keep storage area neat and tidy. Take proper precautions to keep poisonous and other injurious substance in place secured against access by unauthorised person.

5.1.11 Daily Diary Reports

Progress reports shall be submitted daily on the forms provided by the property officer.

5.1.12 Care of the Works

The contractor shall keep all persons under control and within the boundaries of the site. He will be held responsible for the care of the existing premises and works generally until completion.

5.1.13 Clearing Away

The contractor shall take the removed rubbish and debris to a location which will be advised in the **site visit**.

5.1.14 Tobacco/Alcohol/Drug Free Environment

EFL maintains tobacco, alcohol and drug free environment. Any personnel of the contractor found violating the policy will be requested to remove the product and themselves from the sites. Offensive language or actions are not acceptable. The EFL shall have the absolute right to require replacement of any employee the EFL deems objectionable to work on EFL premises.

6.0 SCOPE OF WORKS

6.1 Construct of concrete pad

1. Level and compact the area to get 6.5 meters X 3 Meters X 0.150 meter. Note that the Sub-Grade to be compacted to at least 80Kpa strength using a plate compactor or a similar machine. There is an existing footing that can be reused. This would save costs for EFL.
2. Build the floor height with Boxing Timber
3. The reinforcements shall be D12 bars at 200mm centers, both ways.
4. Create footing for the platform
5. Lay black plastic and mesh on bar chairs
6. Pour ready mix of 20 MPa. Contractor to provide a mix design if wishes to mix on site. Sample cylinders have to be casted, and tested after 28 days to verify concrete strength.
7. Minimum of 21 days given for curing of the Platform
8. Removing of the Boxing timber
9. Install Dyna-bolt as requested to mount the generator to the base.
10. Note: the pad must be level and within 2-5° level.

6.2 Automatic Transfer Switch (ATS)

1. Position and mount the unit in preferred location
2. Connect cabling to the unit. (Labour only)

6.3 Cabling Works

1. Run cabling from the generator to the ATS, inclusive of cable tray works.
2. Cable works between ATS and breaker.
3. Construct any step over if required.

Note:

- The bidder shall provide information in the similar types of works.
- Bidder shall provide a work timeline as the sites is unmanned.
- Provide all drawings for these works
- Site inspection is mandatory

7.0 PRICE SCHEDULE

Construction of Concrete Pad & Installation of Electrical Cable for a 500KW Standby Generator at EFL's Head Office

Item	Item Description	Unit Price	Total Price Currency: _____
1	Mobilization, Demobilisation & Clean up		
2	Building of the Concrete Pad		
2a	Clearing of the site		
2b	Building the structure for the Foundation		
2c	Pouring of the Concrete		
2d	Generator installation e.g. dyna-bolt, surface prep etc.		
3	Installation of the ATS		
3a	Labour		
3b	Material		
4	Cabling to & from the ATS, Generator and the Breaker		
4a	Labour		
4b	Material		
TOTAL (VEP)			
VAT 9%			
TOTAL (VIP)			

Notes:

1. The currency used in the tender bid prices must be indicated in the tender bid
2. In case of discrepancy between unit and total cost, the unit cost shall prevail
3. EFL financial terms are applicable for these works.
4. Any advance payment will require a bank guarantee. And this addition cost will be beared by the contractor.
5. EFL uses FIDIC Contract documents for its contracts.
6. Failure to submit required documents may affect bid compliance. Failure to submit mandatory items as stated in Compliance Checklist will result in non-compliance.
7. Documentary evidence to prove that the items offered comply with the Technical Specification must be provided.
8. The bids must as per the Technical Specifications in the Tender Documents. Bids that do not conform to the technical Specification will be disqualified
9. Contractor shall provide all materials, tools equipment and labour necessary to perform works.
10. A detailed work plan to be provided with expected date for the works.

11. Installation & Commissioning works must incorporate all cost incur for this activity e.g. travel, accommodation, visa etc.
12. Contractor to verify all drawing measurements onsite.
13. All Sub-contractors to be used for any part of the works are to be declared.
14. Site Visit mandatory.

7.1 Compliance Checklist Declaration

I _____ of _____ located at _____ confirm that the bid submitted for the following tender MR 395/2018 : Construction of Concrete Pad & Installation of Electrical Cable for a 500KW Standby Generator at EFL's Head Office bid complies to the mandatory bidder submission as stated in Sub Clause 2.6;

	Yes	No	Comments
Price Schedule			
Company Profile			
Detailed Scope of Work/Supply			
Statement of Exclusion or Amendment for Tender Specification (if Any)			
Program [preferred Gantt Chart]			
Shipping Term (if Applicable)			
Payment Term			
Price Validity [preferred 60 days]			

Note that these submissions are mandatory submission for a successful tender bid. This declaration must be signed and submit as well.

Name: _____

Position: _____

Company: _____

Sign Off: _____

Date: _____

7.2 Tender Check List

TENDER SUBMISSION CHECK LIST

The Bidders must ensure that the details and documentation mention below must be submitted as part of their tender Bid

Tender Number _____

Tender Name _____

1. Full Company / Business Name: _____

(Attach copy of Registration Certificate)

2. Director/Owner(s): _____

3. Postal Address: _____

4. Phone Contact: _____

5. Fax Number: _____

6. Email address: _____

7. Office Location: _____

8. TIN Number: _____

(Attach copy of the VAT/TIN Registration Certificate - Local Bidders Only (Mandatory))

9. FNPf Employer Registration Number: _____ **(For Local Bidders only) (Mandatory)**

10. **Provide a copy of Valid FNPf Compliance Certificate (Mandatory- Local Bidders only)**

11. **Provide a copy of Valid FRCS (Tax) Compliance Certificate (Mandatory Local Bidders only)**

12. Contact Person: _____

I declare that all the above information is correct.

Name: _____

Position: _____

Sign: _____

Date: _____

8.0 TENDER FORM

To: Tuvitu Delairewa
General Manager Commercial
Energy Fiji Limited
2 Marlow Street,
Suva,
Fiji Islands
Phone: +679 3224 185
Email: TDeலைwa@efl.com.fj

Sir,

1. Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply
.....
(Description of Goods) in conformity with the said Tender Document for the sum
.....
..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.
4. We agree to abide by this Tender for a period of 90days from the date fixed for Tender opening under Clause 19 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this: _____ day of _____ 201_.

[Signature] [In the capacity of]

Duly authorized to sign Tender for and on behalf of

9.0 SUBMISSION TO TENDER

Two (2) hard copies of the tender bids in sealed envelope shall be deposited in the tender box located at the Supply Chain Office at the EFL Head Office, 2 Marlow Street, Suva, Fiji.

Courier charges for delivery of Tender Document must be paid by the bidders.

This tender closes at 4:00 p.m. (16.00hrs Fiji time) on Wednesday 21st November, 2018.

Each tender shall be sealed in an envelope with the envelope bearing only the following marking:

**MR 395/2018
Construction of Concrete Pad & Installation of Electrical Cable for a 500KW Standby Generator at
EFL's Head Office**

**The Secretary, Tender Committee
Energy Fiji Limited
Supply Chain Office
Private Mail Bag,
Suva**

It must also indicate the name and address of the tenderer on the reverse of the envelope.

All late tenders, unmarked Envelopes and envelopes without bidder's name and address on the reverse on the envelope will be returned to the Tenderers unopened. (Bids via e-mail or fax will not be considered).

The bidders must ensure that their bid is inclusive of all Taxes payable under Fiji Income Tax Act and must have the most current Tax Compliance Certificate.

For further information or clarification please contact our Supply Chain Office on phone (+679) 3224360 or (+679) 9991587.

Bidders are requested to submit a:

- **Valid Tax Compliance Certificate**
- **FNPF Compliance Certificate**