



ENERGY FIJI LIMITED

BIDDING DOCUMENT

**Programming, Testing and Commissioning of
Vamp 321 Relay – Arc Flash Protection on 11kV
HSS Switchgear at EFL'S Voivoi Substation - Nadi**

TENDER NO: MR 21/2019

INVITATION FOR BIDS

Date: 26th January, 2019
Tender No: MR 21/2019

The ENERGY FIJI LIMITED (“The Employer”) invites sealed bids from reputable and suitable Bidders for Programming, Testing and Commissioning of Vamp 321 Relay – Arc Flash Protection on 11kV HSS Switchgear at EFL’S Voivoi Substation - Nadi

All bids for the contract shall be submitted on the appropriate forms provided and shall include the completed price schedule, technical schedule and schedules of experience etc. The bid shall be on the basis of a lump sum contract based on firm prices.

Bidders may obtain further information from, and inspect and acquire the bidding documents, at

ENERGY FIJI LIMITED
The Secretary Tender Committee
2 Marlow Street, Suva, FIJI.
Suva

The deadline for submission of bids shall be **1600hrs (local time) on Wednesday 6th February, 2019.**

During evaluation of bids the Authority may invite a bidder or bidders for discussions, presentations and any necessary clarification before awarding the contract price proposal.

Section 1 - Instructions to Bidders

- 1. Scope of Bid**

The ENERGY FIJI LIMITED (hereinafter referred to as "the Employer"), wishes to receive bids for Programming, Testing and Commissioning of Vamp 321 Relay – Arc Flash Protection on 11kV HSS Switchgear at EFL'S Voivoi Substation – Nadi as defined in these bidding documents (hereinafter referred to as "the Works").

The successful bidder will be expected to complete the Works within **1 month** from the date of commencement of the Works.
- 2. Eligible Bidders**

This Invitation to Bid is open to bidders who have sound financial background and have previous experience in handling such projects.

Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request.

Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent.
- 2. Eligible Tools, Equipment and Services**

The tools, equipment, and services to be supplied under the Contract shall have their origin from reputable companies from various countries and all expenditures made under the Contract will be limited to such materials, equipment, and services. At the Employer's request, bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 3. Qualification of the Bidder**

To be qualified for award of Contract, bidders shall submit proposals regarding work methods, scheduling and resourcing which shall be, provided in sufficient detail to confirm the bidder's capability to complete the works in accordance with the specifications and the time for completion.
- 4. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs.
- 5. Sealing and Marking of Bids**

The bidder shall seal the original copy of the technical proposal, 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-PROPOSAL", and "COPY PROPOSAL", etc. as appropriate.

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" and "COPY".

The inner and outer envelopes shall be addressed to the Employer at the following address:

Tuvitu Delairewa
General Manager Commercial
Energy Fiji Limited,
2 Marlow Street, Suva, FIJI.
Phone: 679 3224 185
Facsimile: 679 331 1882
Email: TuvituD@efl.com.fj

And bear the following identification:

- Bid for: Programming, Testing and Commissioning of Vamp 321 Relay – Arc Flash Protection on 11kV HSS Switchgear at EFL'S Voivoi Substation – Nadi.
- Bid Tender Number: MR 21/2019
- DO NOT OPEN BEFORE Wednesday, 06th February, 2019

7. Deadline for Submission of Bids

Bids must be received by the Employer at the address specified above no later than 1500 hours (Fiji Time) Wednesday 6th February, 2019.

The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadlines extended.

8. Late Bids

Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 23 will be rejected and returned unopened to the bidder.

9. Modification and Withdrawal of Bids

The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 22, 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.

No bid may be modified by the bidder after the deadline for submission of bids.

10. Employer's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding Clause 34, the Employer 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 Employer's action.

11. Notification of Award

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by fax, confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

The notification of award will constitute the formation of the Contract. Upon the furnishing by the successful bidder of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful

12. Signing of Contract Agreement

At the same time that he notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Form of Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.

Within 7 days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.

13. Corruptor Fraudulent Practices

The Employer requires that the Contractor observe the highest standard of ethics during the procurement and execution of such contracts. In Pursuance of this policy, the Employer:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; Furthermore, bidders shall be aware of the provision stated in Sub-Clause 1.16 and Sub-Clause 15.5 of the Conditions of Contract, Part II - Conditions of Particular Application.

Section 2

Employer's Requirements

Scope of Works

**Programming, Testing and Commissioning of
Vamp 321 Relay – Arc Flash Protection on 11kV
HSS Switchgear at EFL'S Voivoi Substation - Nadi**

1. Scope of Works

The scope of works for this contract is as below:

- 1. Program, Test and Commission the Vamp 321 Relays – Arc Flash Protection on 11kV HSS Switchgear.**
- 2. Provide I/O Points to be programmed on SEL 3530 RTAC.**
- 3. Update Drawings to reflect the as built changes.**

Note: there are two (02) Vamp 321 Relays, one on the right hand side of the bus and the other on the left hand side of the bus.

2. ELECTRICITY, WATER, GAS AND OTHER SERVICES

The Contractor shall at his expense, provide all electricity, water, gas and other services necessary to execute and complete the Works on site. Prevailing tariff and service connection procedure shall be applicable.

3. STANDARDS

All electrical works shall be carried out in conformity to the IEC Standards in general. British or Australian standards may be applied where necessary. Any national or international standard may be used if such standards are not less exacting than corresponding standards IEC or BSI. In all instances, a copy of the relevant standard adopted shall be forwarded to the Engineer.

4. INSPECTION AND TESTS

- 14.1 The Authority's Engineer representative shall have the right to inspect the works and to confirm conformity to the contract specifications.
- 14.2 Should any inspected works fail to conform to the specifications, the Authority may reject them and the Contractor shall make all alterations necessary to meet the specification requirements.
- 14.3 Nothing in this clause shall in any way release the Contractor from any other obligations under this contract.

5. SITE CONDITIONS

- 15.1 The site is located at Voivoi in Nadi. The Contractor shall be deemed to have visited the site of the works to satisfy him/her as to the accuracy of all information supplied to the Tenderers and to the feasibility of the works.
- 15.2 The proposed location is in a Substation equipped with therefore all necessary Safety Gear must be worn by the Contractor's Staff at all times.
- 15.3 The Contractor may only enter the site upon provision of access by an Authorized EFL representative. The Contractor is not to execute any work without direct supervision from the EFL representative. The times for work are 8am to 4.30pm Monday to Thursday, and 8am to 4pm on Fridays.

6. SETTING OUT

- 16.1 All tenderers shall inspect and examine the site, its surroundings, and shall satisfy himself before submitting his tender, as to the form and nature of the site, the nature and type of existing work, the quantities and natures of the work and materials necessary for the completion of the Works and the means of access to the site, the accommodation he may require, the availability, conditions and rates of pay of labour and in general shall himself

obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender.

16.2 The Contractor shall be responsible for the correct detailed setting out of the Works as indicated in the Tender Documents and shall, at his own cost, amend any errors during the progress of the Works arising from inaccurate setting out.

16.3 If a tenderer has any doubt as to the meaning of any portion of the Works, he shall when submitting his tender, include a statement of the interpretation upon which he replies and upon which his tender has been prepared and submitted.

7. MATERIALS, WORKMANSHIP AND PLANT

17.1 Materials in all trades shall be new and the best of their kinds specified and necessary complying with relevant standards (Fiji, Australia, New Zealand or USA) where applicable and subject to approval or rejection by the Engineer.

17.2 The Contractor shall at all times ensure that adequate protection is provided to finished work and materials to be used in this work. Where necessary, make good any damage to property.

17.3 The Contractor shall provide all workmen, both skilled and unskilled, plant, equipment and tools necessary for the expeditious completion of the work.

8. OCCUPATIONAL HEALTH AND SAFETY

The Contractor shall comply with the Health and Safety at Work Act, 1996 and regulations and Amendments thereto and the Energy Fiji Limited HSE Policy.

9. GENERAL FOREMAN

19.1 The Contractor shall appoint a competent General Foreman who shall be constantly on the works during the progress of the same, to whom instructions may be given by the Engineer.

19.2 The Engineer may require the Contractor to dismiss the General Foreman or other person shall he be incompetent or shall misconduct himself or for any other good reason to be assigned by the Engineer to the Contractor.

10. MAINTENANCE AND DEFECTS

Period of maintenance shall be 1 year (12) calendar months after practical completion of works. All defects during this period shall be made good by the Contractor, at his cost.

11. CLEANING UP

21.1 On completion, remove all surplus materials from site and leave site in a clean and tidy condition.

21.2 The Contractor shall remove and cart away all rubbish and trade debris as it accumulates during the progress of the works.

12. PROGRAM

Within seven (7) days of acceptance of his tender, the Contractor shall submit to the Authority, for approval a Program showing the order in which he proposes to carry out the works.

13. INSURANCE

The Contractor is to effect the following insurance policies:

- 15.1 Contractor's All Risk Insurance - \$500,000
- 15.2 Public Liability Insurance - \$500,000
- 15.3 Workmen's Compensation - \$250,000

Section 3

Form of Proposals and Appendices

SECTION 3

The Schedules are intended to provide the Employer with essential supplementary information in an organized format. Examples of more commonly used Schedules are given herein. Others may be devised and added in accordance with the requirements of the Instructions to Bidders.

All the Schedules are essential for bid evaluation and some in contract execution; they should all be incorporated in the Contract, and appropriate changes introduced with the approval of the Employer or its representative.

The schedules are to be completed and submitted as part of the Technical Proposal and Price Proposal in accordance with the Instructions to Bidders Clause 13, Documents Comprising the Bid. **Bidders whose Bids do not contact the data in the required format will be treated as non-responsive.**

1 SCHEDULE OF PRICES & CONDITIONS OF PAYMENT

1.1 CONTRACT PRICE

The Contract Price is comprehensive in that, in consideration of the Contractor meeting all obligations, conditions and liabilities under the Contract, including the Contractor's allowance for the cost of supply of all labor, materials, plant, supervision required to complete the Contract Works, overheads and profit, subject only such adjustment as is provided for the Contract.

The contractor shall fill in the table below for the pricing of the below scope of work.

No.	Scope of Work	Price in VIP FJD
1	Program, Test and Commission the Vamp 321 Relays – Arc Flash Protection on 11kV HSS Switchgear.	\$
	Total Cost of the Project – Lump Sum	\$

2 OTHER DOCUMENTS & DRAWINGS TO BE SUBMITTED WITH BID

As a minimum and mandatory, the following documents & drawings shall be submitted with the Bid for Evaluation.

Tender Number _____

Tender Name _____

1. Full Company 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 and Compliance Certificate - Local Bidders Only)

9. Company Registration Number: _____

(Attach copy of the Business License)

10. FNPf Employer Registration Number: _____

(Attach copy of FNPf Registration and Compliance Certificate - Local Bidders only)

11. Contact Person: _____

12. Insurance cover details – Public Liability, Workers Compensation, Contractor’s all risk

(Attach copy of Insurance Cover Details)

I declare that all the above information is correct.

Name: _____

Position: _____

Sign: _____ Date: _____

Tender Submission - Instruction to bidders

It is mandatory for Bidders to upload a copy of their bid in the TENDER LINK Electronic Tender Box no later than **1600hrs, Wednesday, 6th February, 2019.**

To register your interest and tender a response, view 'Current Tenders' at:
<https://www.tenderlink.com/efl>

For further information contact The Secretary Tender Committee, by e-mail
TDelairewa@efl.com.fj

In additional, hard copies of the tender, one original and one copy must be deposited in the tender box located at the EFL Head Office, 2 Marlow Street, Suva, Fiji no later than new time and date to be inserted - Addressed as

Tender - MR 21/2019 - Programming, Testing and Commissioning of Vamp 321 Relay - Arc Flash Protection on 11kV HSS Switchgear at EFL'S Voivoi Substation - Nadi

The Secretary Tender Committee
Energy Fiji Limited
Head Office
Suva
Fiji

Hard copies of the Tender bid will be accepted after the closing date and time provided a **soft copy is uploaded in the e-Tender Box** and it is dispatched before the closing date and time.

Tenders received after closing time **1600hrs, Wednesday 6th February, 2019.**

- Will not be considered.
- Lowest bid will not necessarily be accepted as successful bid.

It is the responsibility of the bidder to pay courier chargers and all other cost associated with the delivery of the hard copy of the Tender submission.