



ENERGY FIJI LIMITED

BIDDING DOCUMENT

MR188/2021

**Carry out Compaction works at the EFL's
Wailekutu Substation, Lami**

Section 1. Instructions to Bidders

- 1. Scope of Bid** The Energy Fiji Limited (hereinafter referred to as "the Employer"), wishes to receive bids for **Compaction works at Wailekutu Substation** as defined in these bidding documents (hereinafter referred to as "the Works").
- The successful bidder will be expected to complete the Works within **1 Week** from the date of commencement of the Works. **The spreading of new weed mat and new crush metal will be done after the arrival of the Transformers.**
- 2. Eligible Bidders** This Invitation to Bid is open to bidders who have sound financial background and have previous experience in handling such civil 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 Materials, Equipment and Services** The materials, 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. Site Visit** The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the design-build and completion of the Works. The costs of visiting the Site shall be at the bidder's own expense. The pre-bid meeting is scheduled at 9am, Monday 11th October 2021 at EFL Wailekutu Substation, Lami.
- 6. Sealing and Marking of Bids** Bidders are requested to submit electronic copies via TenderLink by registering their interest at: <https://www.tenderlink.com/efl>
- This is due to COVID 19 restrictions on movements. Therefore, EFL will not accept any hard copy submission to be dropped in the tender box at EFL Head Office in Suva
- Bid for: Carry out Compaction works at the EFL;s Wailekutu Substation, Lami
- Bid Tender Number: MR 188/2021
 - DO NOT OPEN BEFORE Wednesday, 13th October, 2021
- 7. Deadline for Submission of Bids** Bids must be received by the Employer via the Tenderlink Portal no later than 1600 hours (Fiji Time) Wednesday, 13th October 2021.
- 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

Energy Fiji Limited (EFL) is a statutory body vested with the responsibility for the provision of electricity supply throughout the Fiji Islands. The EFL is hereby requesting proposals from the reputable contractors to carry out Compaction works for EFL's Wailekutu Zone Substation.

The contractor shall meet Fiji National Building code, National Fire Authority (NFA) code and Electrical IEC/BS/AS/NZ standards.

A. SPECIFICATIONS

1. Preliminary and General

The Contractor shall furnish all labor, equipment, transportation, and services as necessary to complete all works included in the specifications.

2. Site Location

Wailekutu Zone Substation

3. Energy Fiji Limited

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

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. Work Plan

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

6. Amendment of Tender

At any time prior to the deadline for submission of tenders, Energy Fiji Limited, for any reason whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by amendment. All prospective tenderers that have received the tender document will be notified of the amendment in writing and will be binding on them. In order to allow prospective tenders reasonable time to take the amendment into account in preparing their tenders, Energy Fiji Limited at its direction, may extend the deadline for the submission of tenders.

B. OTHER RELEVANT INFORMATIONS

1. Site Safety Management System

The contractor shall at all times comply with all Energy Fiji Limited's HSE Regulations currently in force. The contractor is to obtain all approvals from Ministry of Labor 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.

2. 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.

3. 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.

4. Duration of Work

The expected duration for the completion of work shall be 1 Week.

5. Storage on Site

Store materials and equipment on site to prevent damage to site 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 unauthorized persons.

6. Daily Diary Reports

Progress reports shall be submitted daily on the forms provided by the Officer in charge or relevant Engineer.

7. Care of the Works, Etc

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.

8. Clearing Away

The contractor shall take down and clear away all plant and temporary work and make good. The contractor shall remove all existing rubbish and debris and surplus materials from the site as they accumulate and at completion; and clean all surfaces, including those of the affected portions of the existing premises, internally and externally, and leave the works clean and to the satisfaction of the Officer in charge or Engineer at completion.

9. Tobacco/Alcohol/Drug Free Environment

EFL maintains drug free environment. Any personnel of the contractor found violating the policy will be requested to remove the product and themselves from the sites. Smoking tobacco is not allowed in EFL buildings and if so there will be designated smoking areas. 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.

Contractors All Risk \$500,000.00

Public Liability \$500,000.00

10. Site Visit

a) All interested bidders must attend a **compulsory** site visit as follows:

| Location | Date | Time | Contact Person |
|-----------------|-------------|-------------|-----------------------|
|-----------------|-------------|-------------|-----------------------|

EFL Wailekutu
Substation, Lami

11/10/2021

9am

Upesh Goundar
(+6799924168)/
Navneet Lal (+679
9624257)

b) All tenderers shall inspect and examine the site, its surroundings, and shall satisfy him before submitting his tender, as to the nature of the work and necessity for the carrying out the contract work.

Section C: Scope of Work

A. Carry out excavation works

- Excavate and completely remove 500mm depth of mud/ soil within the affirmed area (6mtr's on either side of the building and 5 mtr's in front of the building. Will be confirmed at the site)
- Contractor to dispose the mud/soil.

B. Backfilling of Gap65 and carry out Compaction works

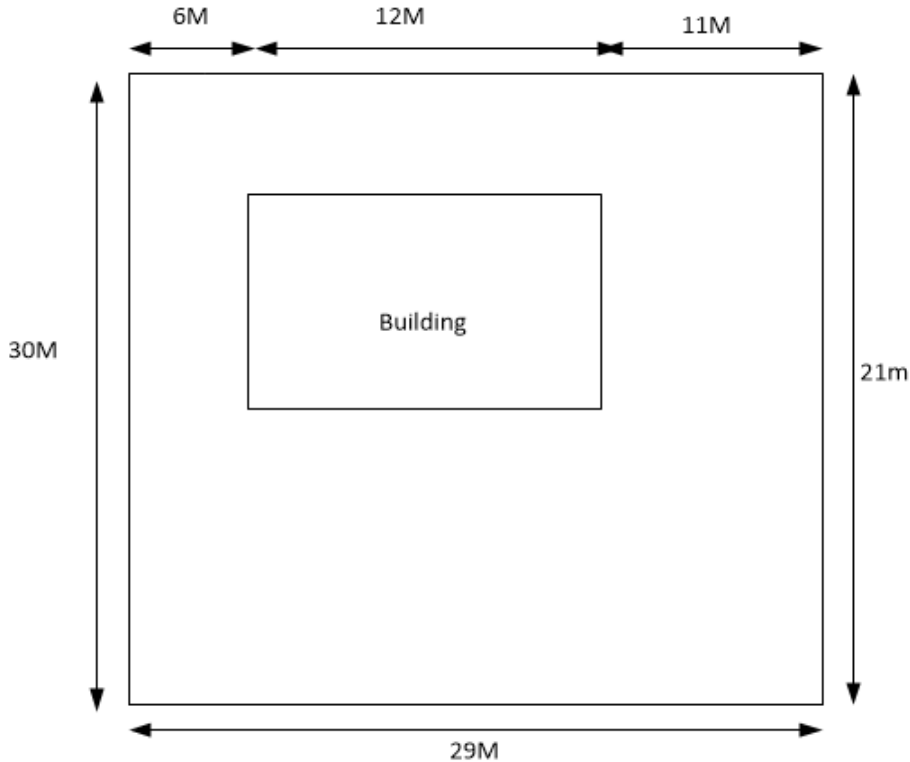
- Place GAP65 to required level and compact to its fullest. Contractor to procure and supply AP65 aggregate to site, completely spread the material over the excavated portion and compact it with 8 tonne roller.

C. Placing of new Weed mat and spreading of new Crush Metal

- Once transformer is placed on the new pads, a new weed mat to be placed and spread the of new crush metal over the mat on the areas where compaction would be carried out.

Note: All materials to be supplied by the contractor.

Plan View for Compaction Area (All sides around the building)



Note: Diagram is not to Scale

The works will be carried out around the building as shown in the above diagram.

1. 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.

2. 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.

3. INSPECTION AND TESTS

- 3.1 The Authority's Engineer representative shall have the right to inspect the works and to confirm conformity to the contract specifications.*
- 3.2 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.*
- 3.3 Nothing in this clause shall in any way release the Contractor from any other obligations under this contract.*

4. SITE CONDITIONS

- 4.1 The site is located at EFL Wailekutu zone station. 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.*
- 4.2 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.*
- 4.3 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 9am to 3.30pm Monday to Thursday, and 9am to 3pm on Fridays.*

5. SETTING OUT

- 5.1 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.*
- 5.2 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.*

5.3 *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.*

6. MATERIALS, WORKMANSHIP AND PLANT

6.1 *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.*

6.2 *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.*

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

7. 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.

8. GENERAL FOREMAN

8.1 *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.*

8.2 *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.*

9. 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.

10. CLEANING UP

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

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

11. 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.

12. INSURANCE

The Contractor is to effect the following insurance policies:

- | | | |
|------|-----------------------------------|-----------|
| 13.1 | Contractor's All Risk Insurance - | \$500,000 |
| 13.2 | Public Liability Insurance - | \$500,000 |

Price and Payment

The tenderer is to submit a breakdown of the various components of the project as per the Price Breakdown. The Contractor's request for payment shall be made to the Authority in writing, accompanied by invoice(s) describing, as appropriate, and services performed, together with other documents as may be required by the Authority. Payments shall be made promptly by the Authority, within thirty days of submission of an invoice/claim by the Contractor.

The Contractor is eligible for payment after completion of the Contract. No partial payments will be made.

Validity

The Tendered Price is to remain valid for a period of 90 days after the closing date of the tender.

Price Breakdown

Please fill in the price breakdown details as required.

| Item | Description | Amount FJD VIP |
|------|--|-------------------|
| 1. | Carry out excavation works | |
| 2. | Backfilling of Gap65 and carry out Compaction works | |
| 3. | Placing of new Weed mat and spreading of new Crush Metal | |
| 4. | Others, if any. (Specify) | |
| | Project Total VIP | |
| 5 | <i>Total Duration for work (Days) – all works to be completed with-in 3 working days after EFL confirmation of award. Bidder to strictly comply to this.</i> | |

Note: All Prices shall be typed. Any handwritten bids will be disqualified.

Compliance Checklist

Compliance – the following documents are to be provided with the tender bid:

| No. | Compliance | Check(v) |
|-----|---|----------|
| 1 | Valid FRCS tax compliance certificate. (for local bidders) | |
| 2 | Valid FNPF certificate of Compliance. (for local bidders) | |
| 3 | FNU Compliance (for local bidders) | |
| 4 | Business registration details. | |
| 5 | Previous list of similar work experience. | |
| 6 | Public Liability Insurance - \$500,000 | |
| 7 | Contractor's All Risk Insurance - \$500,000 | |

Bidder has to scope 100% Mandatory compliance for consideration.

Overall Evaluation Criteria

| Tender Evaluation Criteria | |
|--------------------------------|--|
| Category | Criteria |
| Bid Responsiveness | General responsiveness of bid, compliance to submission requirements and documentation |
| Health Safety and Environment | Assessment of Tenderer's compliance to health, safety and environmental requirements detailed within the technical specification Past performance of Tenderers |
| Quality Assurance | Tenderer has Quality Management systems in place that are acceptable to Energy Fiji Limited. |
| Technical Compliance | Does the Tender meet Energy Fiji Limited's minimum technical requirements as outlined in the Technical Specification? Will the bidder be able to deliver the service as per the requirement of EFL? Risk management plan and mitigation of foreseeable risks Past experience Ability to deliver on time / delivery timeframe |
| Commercial Compliance | Tenderer holds the required current insurance provisions and has provided evidence through valid insurance certificates of currencies. Assessment of the Tenderers operational risks including conflicts of interest. Tenderer must comply with statutory requirements, such as that enforced by FRCS, FNPF, FNU, etc. and provide evidence of compliance as required in the specifications. |
| Energy Fiji Limited Procedures | Tenderer must comply with all relevant Energy Fiji Limited Health , Safety and Environmental procedures. This is indicated by the Tenderer signing the Form of Tender Schedule, acknowledging all applicable procedures. |
| Financial Stability | Assessment of Tenderer's current financial stability and ability to remain financially stable. |
| Price Evaluation | Base tendered prices; Price escalation formula (foreign exchange and commodity based rise and fall formula or similar review mechanism); Other value adding options. |

TENDER SUBMISSION CHECK LIST

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

Tender Number _____

Tender Name _____

Full Company Business Name: _____

(Attach copy of Registration Certificate)

Director/Owner(s): _____

Postal Address: _____

Phone Contact: _____

Fax Number: _____

Email address: _____

Office Location: _____

TIN Number: _____

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

FNPF Employer Registration Number: _____

(For Local Bidders only) (Mandatory)

Provide a copy of Valid FNPF Compliance Certificate (Mandatory- Local Bidders only)

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

Provide a copy of Valid FNU Compliance Certificate (Mandatory Local Bidders only)

Contact Person: _____

I declare that all the above information is correct.

Name: _____

Position: _____

Sign: _____

Date: _____

Tender submission

Energy Fiji Limited invites sealed tenders from reputable contractors to carry out compaction works at the EFL's Wailekutu Substation, Lami.

This tender closes at 4:00 p.m (1600hrs Fiji time) on Wednesday 13th October, 2021.

Bidders are requested to submit electronic copies via TenderLink by registering their interest at: <https://www.tenderlink.com/efl>

This is due to COVID 19 restrictions on movements. Therefore, EFL will not accept any hard copy submission to be dropped in the tender box at EFL Head Office in Suva.

For more information or clarification please contact the Supply Chain Office on 3224360/9992400/9987085 or email us on tenders@efl.com.fj

The bidders must ensure that their bid is inclusive of all Taxes payable under Fiji Income Tax Act.

The lowest bid will not necessarily be accepted as the successful bid.

The Tender Bids particularly the "Price" must be typed and not hand written.

Any request for the extension of the closing date must be addressed to EFL in writing **three (3)** working days prior to the tender closing date.

Tender Submission via email or fax will not be accepted.