

# Energy Fiji Limited



## Tender Document

Tender No. : MR 191/2021

Installation of Safety Bollards at EFL's Vuda  
Power Station Fuel Discharge Bay

Generation SBA  
Energy Fiji Limited

8 October 2021  
RemalP@efl.com.fj

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## **1.0 INVITATION FOR TENDERS**

Energy Fiji Limited is inviting bids for Installation of Safety Bollards at Vuda Power Station fuel discharge bay. The Detailed scope of works listed in the following pages.

All tenders shall submit all documents required including pricing as per price schedule 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 20/10/21

## **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 cleaning and inspection works.
- 2.1.2. Bidders shall provide such evidence of their continued eligibility satisfactory to EFL as EFL shall reasonably request.
- 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. Site visit will be on Wednesday 13/10/2021 at 11.00am at EFL Vuda Power Station.

## **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 email addressed to:
- Jitendra Reddy  
Manager Procurement, Inventory & Supply Chain  
2 Marlow Street,  
Suva, Fiji  
Phone: +679 3224 360  
Email: [JReddy@efl.com.fj](mailto:JReddy@efl.com.fj)
- 2.7.2. EFL will respond to any request for clarification which it receives earlier than 5 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.

## **2.11 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. 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 bidder shall provide one electronic copy of the Technical and Financial proposals on EFL's electronic tender hosting website; <https://www.tenderlink.com/efl>
- 2.13.4. 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 Deadline for Submission of Bids**

- 2.15.1. Soft Copy of Bids must be received by EFL via Tender Link no later than 1600 hours (Fiji Time) 20/10/21.
- 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.

## **2.15 Late Bids**

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

## **2.16 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.

## **2.17 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.

## **2.18 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.

## **2.19 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.

## **2.20 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 TECHNICAL SPECIFICATION**

### **3.1 General Information**

#### **3.1.1 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.

#### **3.1.2 Site Location**

EFL Vuda Power Station

#### **3.1.3 Energy Fiji Limited**

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

#### **3.1.4 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.

#### **3.1.5 Work Plan**

The contractor shall prepare a Work Methodology, 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.

#### **3.1.6 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.

#### **3.1.7 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.

#### **3.1.8 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.

### 3.1.9 **Duration of Work**

The expected duration for the Installation of Safety Bollards shall be **Two (2) weeks.**

### 3.1.10 **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.

### 3.1.11 **Daily Diary Reports**

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

### 3.1.12 **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.

### 3.1.13 **Clearing Away**

The contractor shall take the removed sediments and debris (if any) to a location which will be advised in the **site visit**.

### 3.1.14 **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.

## 3.2 **Insurances**

The Contractor shall be solely responsible for all relevant insurance covers for person, tools, plants and equipment involved in carrying out the Works. The Contractor must obtain and maintain all relevant insurance covers at all material times sufficient to cover any loss or costs that may be incurred which the Contractor is liable for in connection with the duration and Scope of Works, including:

- Contractors All Risk
- Public Liability and
- Workmen's Compensation

#### **4.0 SCOPE OF SUPPLY**

The Contractor shall provide all labour, tools and equipment's necessary for installation of Safety Bollards at Vuda Power Station.

1. Supply and Install 10 x Steel Safety Bollards at EFL's Vuda Power Station. All bollards should be filled with concrete. Exact locations will be identified during site visit.
2. Bollard dimension: 150mm diameter x 1000mm height.
3. Base Plate dimension: 250mm x 250mm
4. Bollards should be painted as per standard (Prefer Black and Yellow).

## 5.0 PRICE SCHEDULE

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### Installation of Safety Bollards at EFL's Vuda Power Station Fuel Discharge Bay

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Item	Item Description	Total Price
1	Supply and Install 10 x Steel Safety Bollards (including painting).	
<b>TOTAL (VIP)</b>		

#### Notes:

1. Technical;
  - a. The bids must as per the Technical Specifications in the Tender Documents. Bids that do not conform to the technical Specification will be disqualified
  - b. Tenderers shall provide proof of successful completion within the stipulated delivery period of similar contracts undertaken in the past.
  - c. Documentary evidence to prove that the items offered comply with the Technical Specification must be provided.
  - d. Contractor to verify all drawing measurements onsite.
  - e. The Supplier/ Contractor shall provide a warrants for Goods or services for provided unless stated otherwise.
  - f. EFL'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 specifications
  - g. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications
2. Financial;
  - a. In case of discrepancy between unit and total cost, the unit cost shall prevail
  - b. Any advance payment will require a bank guarantee. And this added cost will be beared by bidder
  - c. The currency used in the tender bid prices must be indicated in the tender bid
  - d. Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account.
  - e. EFL financial terms are applicable for these works.
  - f. For Foreign Supplier, any On-Shore work with incur a withholding Tax of 15% e.g. commissioning, training etc.
3. EFL Energy Fiji Limited uses Federation Internationale Des Ingenieurs Conseil (FIDIC) Contract template. General conditions of this contract shall be governed by it.
4. EFL have right to spilt award, tender may be awarded to multiple suppliers. And Minimum order quantity (MOQ) will not be acceptable.
5. All clarification request must be sent 5 days prior to the deadline for submission of bids
6. Price Schedule must be typed and stamped on the bid submission.
7. Failure to submit required documents may affect bid compliance. Failure to submit mandatory items as stated in Compliance Checklist will result in non-compliance.
8. Contractor shall provide all materials, tools equipment and labour necessary to perform works.
9. A detailed work plan to be provided with expected date for the works.
10. Installation & Commissioning works must incorporate all cost incur for this activity e.g. travel, accommodation, visa etc.
11. All Sub-contractors to be used for any part of the works are to be declared.
12. Site Visit mandatory.

### 5.1 Compliance Checklist Declaration

I \_\_\_\_\_ of \_\_\_\_\_ located at \_\_\_\_\_ confirm that the bid submitted for the following tender MR 191/2021 : Installation of Safety Bollards at EFL’s Vuda Power Station Fuel Discharge Bay bid complies with the mandatory bidder submission as stated in Sub Clause 2.6;

	Yes	No	Details
<b>Commercial</b>			
Price Schedule			
Company Profile outlining financial and technical capabilities			
Detailed Methodology for cleaning of Headpond			
Program [preferred Gantt Chart] (If Applicable)			
Payment Term			
Validity of bid [60 days required](Yes/No)			
Withholding Tax Inclusion (If Applicable)			
<b>Technical</b>			
Company’s capabilities (resources, staff cv, etc.)			
Past Project/ Experience submission			
<b>Scope of Works/ Supply</b>			
Statement of Exclusion or Amendment for Tender Specification (if Any)			

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: \_\_\_\_\_

## 5.2 Tender 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. **Provide a copy of Valid FNU Compliance Certificate (Mandatory Local Bidders only)**

13. Contact Person: \_\_\_\_\_

I declare that all the above information is correct.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

## 6.0 Tender Form

To: Jitendra Reddy  
Manager Procurement, Inventory & Supply Chain  
Energy Fiji Limited  
2 Marlow Street,  
Suva,  
Fiji Islands  
Phone: +679 3224 360  
Email: [JReddy@efl.com.fj](mailto:JReddy@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 \_\_\_\_\_ 2021.

*[Signature] [In the capacity of]*

Duly authorized to sign Tender for and on behalf of



## **7.0 Submission to Tender**

Bidders are requested to upload electronic copies via Tender Link 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 on the tender box at EFL Head Office in Suva.**

**This tender closes at 4:00pm (1600hrs) on Wednesday 20<sup>th</sup> October, 2021.**

For further information or clarification please contact our Supply Chain Office on phone **(+679) 3224360 or (+679) 999 2400** or email us on [tenders@efl.com.fj](mailto: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.**