

# Energy Fiji Limited



## Tender Document

Tender No.: MR 119/2023

Supply & Install Fuel Line at EFL Rokobili Power  
Station

## Table of Content

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

<b>3.17</b>	<b>ASSIGNMENT</b>	<b>13</b>
<b>3.18</b>	<b>SUBCONTRACTS</b>	<b>13</b>
<b>3.19</b>	<b>TERMINATION FOR DEFAULT</b>	<b>13</b>
<b>3.20</b>	<b>LIQUIDATED DAMAGES</b>	<b>13</b>
<b>3.21</b>	<b>RESOLUTION OF DISPUTES</b>	<b>14</b>
<b>3.22</b>	<b>LANGUAGE AND LAW</b>	<b>14</b>
<b>3.23</b>	<b>FORCE MAJEURE</b>	<b>14</b>
<b>3.24</b>	<b>SCHEDULE OF REQUIREMENTS</b>	<b>14</b>
<b>4.0</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	<b>15</b>
<hr/>		
<b>4.1</b>	<b>DEFINITIONS</b>	<b>15</b>
<b>4.2</b>	<b>APPLICATION</b>	<b>15</b>
<b>4.3</b>	<b>PROOF OF SUCCESSFUL COMPLETION OF PREVIOUS SIMILAR CONTRACTS</b>	<b>15</b>
<b>4.4</b>	<b>DELIVERY PERIOD</b>	<b>15</b>
<b>4.5</b>	<b>PAYMENT TERMS AND CONDITIONS</b>	<b>15</b>
<b>4.6</b>	<b>ADVANCE PAYMENT</b>	<b>15</b>
<b>4.7</b>	<b>PRICES</b>	<b>15</b>
<b>5.0</b>	<b>TECHNICAL SPECIFICATION</b>	<b>16</b>
<hr/>		
<b>5.1</b>	<b>SUMMARY - SCOPE OF SUPPLY</b>	<b>16</b>
5.1.1	PRELIMINARY AND GENERAL CONDITIONS	16
5.1.2	SITE LOCATION	16
5.1.3	OHS REQUIREMENTS	16
5.1.4	BUILDING CONDITIONS	16
5.1.5	WORK PLAN	16
5.1.6	SITE SAFETY MANAGEMENT SYSTEM	16
5.1.7	ENVIRONMENTAL CONTROL	16
5.1.8	PROTECTION OF PEOPLE AND PROPERTY	16
5.1.9	DURATION OF WORK	16
5.1.10	STORAGE OF MATERIALS AND EQUIPMENT'S	17
5.1.11	DAILY DIARY REPORTS	17
5.1.12	CARE OF WORKS	17
5.1.13	CLEARING AWAY	17
5.1.14	TOBACCO/ALCOHOL/DRUG FREE ENVIRONMENT	17
<b>5.2</b>	<b>INSURANCES</b>	<b>17</b>
<b>5.3</b>	<b>COMPULSORY TENDER SUBMISSIONS</b>	<b>17</b>
<b>5.4</b>	<b>GOVERNING CODE/STANDARDS</b>	<b>17</b>
		ERROR! BOOKMARK NOT DEFINED.
<b>6.0</b>	<b>SCOPE OF WORKS</b>	<b>18</b>
<hr/>		
<b>7.0</b>	<b>PRICE SCHEDULE</b>	<b>20</b>
<hr/>		
<b>7.1</b>	<b>COMPLIANCE &amp; CHECKLIST DECLARATION</b>	<b>22</b>
<b>7.2</b>	<b>TENDER CHECKLIST</b>	<b>23</b>

<b>8.0</b>	<b>TENDER FORM</b>	<b>24</b>
------------	--------------------	-----------

---

<b>9.0</b>	<b>SUBMISSION TO TENDER</b>	<b>25</b>
------------	-----------------------------	-----------

---

## **1.0 INVITATION FOR TENDERS**

Energy Fiji Limited is inviting bids for Supply and Installation of Diesel Fuel line at Deuba Power Station. The Detailed scope of supply listed in the following pages.

Interested bidders may obtain tender documents from EFL website [www.efl.com.fj](http://www.efl.com.fj) or Tenderlink website <https://www.tenderlink.com/efl>

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

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

The tender submissions closes on the 17/04/24.

## **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 Fabrication and installation of fuel lines.
- 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 date, 05<sup>th</sup> April 2024 at 11 am, Location: EFL Rokobili Power Station. Contact person; Etika Rokobuli (9999243)

### **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 and Supply Chain  
2 Marlow Street,  
Suva, Fiji  
Phone: +679 3224 360  
Email: [tenders@efl.com.fj](mailto:tenders@efl.com.fj)

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 Price**

- 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 Cost and Freight (CFR) basis the point of delivery shall be Suva/Lautoka port for Sea or Nadi Airport for Air. The term CFR shall be governed by the rules prescribed in the current edition of Incoterms.
- 2.10.4. For Local Bidders, bids should be submitted in VIP price.

## **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 provide one electronic copy of the Technical and Financial proposals on EFL’s electronic tender hosting website; <https://www.tenderlink.com/efl>
- 2.13.2. 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. Due to the Covid19 restrictions on movements, bidders are encouraged to bid via Tender link Portal.

## **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) 17/04/24.
- 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.

## **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. 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 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 3.2 above.
- 3.6.3. Any document, other than the Contract itself, enumerated in Clause 3.2 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 Performance Bond**

- 3.7.1. Not Applicable

### **3.8 Programme to be Furnished**

- 3.8.1. 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.

### **3.9 Inspection and Tests**

- 3.9.1. 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.

### **3.10 Patent Rights**

- 3.10.1. 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.

### **3.11 Packing**

- 3.11.1. 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.
- 3.11.2. 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.

### **3.12 Delivery and Documents**

- 3.12.1. 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.
- 3.12.2. The supplier shall provide Sea Freight Charges.

### **3.13 Insurance**

- 3.13.1. The contractor shall provide for 100% insurance cover for the equipment supply, transport and contractor's personnel, including third-party liabilities and Contractors All Risk (CAR) insurance for the equipment scope and consequential damage insurance to existing facilities due to contractor activity/negligence. They shall include the Employer and their representatives as co-insured and hold them harmless from all liabilities and claims.

### **3.14 Warranty**

- 3.14.1. 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.
- 3.14.2. This warranty shall remain valid for minimum of 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.
- 3.14.3. Energy Fiji Limited shall promptly notify the Supplier in writing of any claims arising under this warranty
- 3.14.4. 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.
- 3.14.5. 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.

### **3.15 Payment**

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

### **3.16 Prices**

- 3.16.1. 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.

### **3.17 Assignment**

- 3.17.1. 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.

### **3.18 Subcontracts**

- 3.18.1. 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.

### **3.19 Termination for Default**

- 3.19.1. 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.
- 3.19.2. 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.

### **3.20 Liquidated Damages**

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

**3.21 Resolution of Disputes**

- 3.21.1. 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.
- 3.21.2. 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.

**3.22 Language and Law**

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

**3.23 Force Majeure**

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.

**3.24 Schedule of Requirements**

Schedule	Description of materials
A	Supply & Install Fuel Line at EFL Rokobili Power Station

**Schedule on performance to be completed by all Bidders.**

Past performance of delivery of similar items.

Item No.	Work carried out Supplying and Installing Fuel Lines	Name of Company delivered to	Date of Project	Delivery Time	Fully or partial or not delivered

## **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/Services shall be delivered within **4 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**

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 for the amount of contract. The terms shall be: -

### **4.6 Advance Payment**

Any advance payment will require a bank guarantee.

### **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 Summary - Scope of Supply**

#### **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 these specifications.

#### **5.1.2 Site Location**

EFL Rokobili Power Station

#### **5.1.3 OHS Requirements**

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 following 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 Four (4) 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 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.

### **5.2 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

### **5.3 Compulsory Tender Submissions**

1. All welders need to be qualified to ASMI 1X 6G positions. Evidence of qualifications to be submitted with the tender submission.
2. Genuine evidence of fuel line installation to be provided with tender submissions. Please provide contact details of completed projects.

## **6.0 SCOPE OF WORKS**

### **Supply & Install Fuel Line at EFL Rokobili Power Station**

1. Supply, Fabricate and install approx. 30 meters (5 lengths) of 3" API Schedule 40 black steel pipe to replace existing fill line for Tank 1 & Tank 2. The route of the pipeline will be discussed during the site visit.
2. In addition, supply
  - a. 3" gaskets,
  - b. 85mm x M16 Nuts & Bolts, M16 Flat washers/Lock washers,
  - c. 5 x 3" Gate Valve
  - d. 1 x 3" Non-return Valve
3. Fabricate and install
  - a. 12 x 3" 90° Elbow &
  - b. 3 x 3" Tee-joint
  - c. 3" Flange
4. Carryout Pickling of full pipeline.
5. Carryout Pressure testing of full pipeline. Provide certificate and warranty (min 2 years).
6. Inspect and replace where necessary pipe supports.
7. Carryout painting of full pipeline. Primer coated and final coat.

#### **Note:**

- All EFL OHS Requirements must be followed
- Contractor shall submit a preferred work plan and methodology
- All welders need to be qualified to ASMI 1X 6G positions. Evidence of qualifications to be submitted with the tender submission



**Figure 1: Front End of Fill Line Piping to Tank 1 and Tank 2**



**Figure 2: 3" fill line and non-return valve**

## **7.0 PRICE SCHEDULE**

### **Supply & Install Fuel Line at EFL Rokobili Power Station**

<b>Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price Currency: _____</b>
1	Site mobilization and completion of works as stated in the scope of works	1		
<b>TOTAL (VIP)</b>				

**Please specify currency (FJD, USD, AUD, NZD)**

**Notes:**

1. Technical:
  - a. The bids must be 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.
  - 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 the testing of 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. The bidder shall bear the additional costs for advance payment arrangements.
  - 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 Suppliers, 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 split 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. Works stated must be complete, any addition or exclusion must be clearly stated in the bid.
13. Site visit mandatory

### 7.1 Compliance & Checklist Declaration

I \_\_\_\_\_ of \_\_\_\_\_ located at \_\_\_\_\_ confirm that the bid submitted for the following tender MR 119/2023 : Supply & Install Fuel Line at EFL Rokobili Power Station bid complies to the mandatory bidder submission as stated in Sub Clause 2.6;

	Yes	No	Details
<b>Commercial</b>			
Price Schedule			
Company Profile			
Detailed Scope of Work/Supply Program [preferred Gantt Chart]			
Payment Term			
Price Validity [preferred 60 days]			
Withholding Tax Inclusion (If Applicable)			
<b>Technical</b>			
Company’s capabilities (resources, staff cv, etc.)			
Past Project/ Experience submission – Work carried out Supplying and Installation of Fuel Lines			
Warranty on Works			
Safety Management Plan			
OHS Compliance Certificate			
All welders need to be qualified to ASMI 1X 6G Positions (provide evidence of qualification)			
<b>Scope of 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: \_\_\_\_\_

## 7.2 Tender Checklist

***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: \_\_\_\_\_

## 8.0 TENDER FORM

To: Jitendra Reddy  
Manager Procurement, Inventory & Supply Chain  
Energy Fiji Limited  
2 Marlow Street,  
Suva,  
Fiji Islands  
Phone: +679 3224 360  
Email: [tenders@efl.com.fj](mailto:tenders@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 60days 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 \_\_\_\_\_ 202\_.

*[Signature] [In the capacity of]*

Duly authorized to sign Tender for and on behalf of

## **9.0 SUBMISSION TO TENDER**

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

**EFL will not accept any hard copy submission to be dropped in the tender box at EFL Head Office in Suva.**

**This tender closes at 4.00pm (1600hrs) on Wednesday 17 April, 2024.**

For further information or clarification please contact our Supply Chain Office on phone **(+679) 3224360 or (+679) 9992400** 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. Bidders are to clearly state the percentage of VAT that is applicable to the bid prices.**

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.**