

ENERGY FIJI LIMITED

BIDDING DOCUMENT

MR 58/2025

PREFERRED SUPPLIER FOR CROSS ARM BRACKET FOR SPUN CONCRETE POLE

(LOCAL TENDER)

Section 1. Instructions to Bidders

1. Scope of Bid

The Energy Fiji Limited (hereinafter referred to as "the Employer"), wishes to receive bids for Preferred Supplier For Cross Arm Bracket For Spun Concrete Pole as specified in these bidding documents.

2. Eligible Bidders

This Invitation to Bid is open to bidders who have sound financial background and have previous experience/expertise in this area.

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.

3. Eligible Materials, Equipment and Services

The Cross Arm Bracket is to be supplied under the Contract shall have their origin from reputable companies from various countries. The bidders may be required to provide evidence of the origin of the materials used to fabricate the bracket.

4. Qualification of the Bidder

To be qualified for award of Contract, bidders shall submit proposals regarding:

- information on being a supplier of such material
- ability to have sufficient supply

The manufacturer shall submit as proof the origin of material and the company/place where the material will be molded into the required structure.

5. 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.

6. Deadline for Submission of Bids

Bids must be received by The Employer at the address specified above no later than 1600 hours (Fiji Time) (05th February , 2025).

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.

All bids must be submitted through Tender Link. No Hard Copy bids will be accepted.

Any request for extension/shifting of deadline for submission of bids must be made 72hours prior to initial deadline. EFL shall at its discretion either accept the request or reject the request for extension of tender deadline.

7. Late Bids

Any bid received by the Employer after the deadline for submission of bids prescribed will be rejected.

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

9. Notification of Award

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by email, 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 and completion 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 for the preferred supplier.

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.

10. 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.

11. Corrupt or 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) The EFL 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.

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1. Technical Specifications for Cross Arm Bracket

1.1 General Description

The preferred supplier is to supply the Energy Fiji Limited with the Cross Arm Bracket as per need basis. The bidder's proposal shall address all requirements within the specification and shall include sufficient information and supporting documentation in order to determine compliance with this specification without further necessary inquiries. EFL is looking to award a suitably qualified bidder as a Preferred Supplier for Cross Arm Bracket for Spun Concrete Pole for a duration of Two (2) years.

The Cross Arm Bracket should be "hot-dipped galvanized mild steel" with warranty on the galvanizing. The Cross Arm Bracket is used to support cross arm on Spun Concrete Poles for distribution network.

EFL will make a one-time purchase of 86 pieces and will procure additional pieces on a need basis.

2. Item description and Quantities

Please refer to drawings attached at the end of this document for clarity on dimension and plan view of the item intended for purchase by EFL.

2.1 Supply of Cross Arm Bracket For Spun Concrete Pole

The Cross Arm Bracket shall be molded to the required shape and size using hot-dip galvanized mild steel. Any rust must be removed through sandblasting or another appropriate method to ensure no visible rust is present upon delivery. EFL will apply a zinc coating (rust prevention paint) to the supplied material at their respective depots.

| Quantity | Unit | Item Description |
|----------|------|---|
| 1 | Each | Cross Arm Bracket 400mm x 65mm x 5mm |

3. Evaluation Criteria

The table below needs to be filled in and returned by the bidder for evaluation.

Financial

| No. Item | | Price (VIP) per Quantity | |
|----------|--|--------------------------|--|
| 1. | Cross Arm Bracket for Spun Concrete Pole | | |
| | including delivery to Kinoya Depot. | | |

Technical

| No. | Item/Particular | EFL Comment | Bidder's Response |
|-----|---|--|-------------------|
| 1. | Work methods | Provide details on how the bracket will be made | |
| 2. | Information on being a supplier of relevant materials | State if similar products have been made or supplied | |
| 3. | Delivery time | Minimum time to supply a bracket to be stated. Preference is within 2 days. | |
| 4. | Origin of material | State the country and company the material originates from | |
| 5. | Place of moulding | State the company and place the material will be transformed into the finished product. | |
| 6. | 5 year warranty | Replacement of unit Free of Charge (FOC) to EFL if unit fails (rusts, failure of welding or deformation) within 5 years of installation. | |

4. Insurance

The Contractor will be required to possess valid insurance policies as shown below:

| Policy type | Value |
|----------------------|-----------|
| Public Liability | \$500,000 |
| Contractors All Risk | \$500,000 |

The contractor shall indemnify EFL against any claims for liability, injuries, losses, damages etc that may arise during the execution of the works.

4.1 Accident Compensation Insurance

It is understood that under the **Accident Compensation Act 2017 it is a no fault based system** and as such these are the maximum amounts payable by the Accident Compensation Commission of Fiji (**ACCF**) for **personal injuries** and **death arising out from Motor Vehicle Accidents** are as follows:-

| - | Permanent Partial incapacity | FJ\$75,000; |
|---|--|--------------|
| - | Permanent Total Incapacity | FJ\$150,000; |
| - | Any other cases (other than the above) | FJ\$75,000; |
| - | Deaths | FJ\$75,000. |

It would be prudent that the Contractor have in place safe working and driving mechanisms to equip their employees with survival skills to avoid Personal Injuries at work or Motor Vehicle Accidents for that matter.

4.2 Comprehensive General Liability Insurance

Comprehensive general liability insurance, covering Contractor, its employees and Third Party for all of Contractor's operations hereunder, including all activities at the Work Site, including, but not limited to, bodily injury, property damage, premises operations, elevators, products, completed operations and blanket contractual coverage with limits of not less than FJD\$500,000.00 combined single limit.

4.3 Automobile Liability

Coverage for claims for bodily injury, including death, and property damage by any person, arising from the use of any automobile while engaged in the performance of Work hereunder, will be purchased locally in accordance with local statutory requirements.

4.4 Professional Indemnity ('PI') Insurance Cover

For the contracts with the various monetary amounts listed below signed with EFL, the Contractor is required to obtain their PI covers (as applicable to them for the contract amount) which are as follows:-

- For EFL Contracts up to FJD\$100K – **\$250,000 PI Cover** is required;

- For EFL Contracts > FJD\$100K up to \$500K **\$1.5M PI Cover** is required;
- For EFL Contracts > \$500K up to \$1M \$2.5M PI Cover is required; and
- For any EFL Contracts above \$1M and up to \$2M **\$5M PI Cover** is required.

5. Sustainability Conditions

The cable guard shall be supplied such that the channel iron experience no strain under all loading conditions. It shall be exposed to the harsh environmental conditions as relevant to the tropical Fiji weather.

6. Drawings

Complete installation and assembly drawing is attached.

TENDER CHECKLIST

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

| rei | nder Number | |
|-----|--|--------------------|
| Tei | nder 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: | nly (Mandatory |
| 9. | FNPF Employer Registration Number: (For Local Bidders only) (F | Mandatory) |
| 10. | Provide a copy of Valid FNPF Compliance Certificate (Mandatory-Local Bide | ders 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 Bidde | ers only) |
| 13. | Contact Person: | |
| | I declare that all the above information is | |
| | correct. Name: | |
| | Position: | |
| | Sign: | |
| | Date: | |

Tender submission

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 05th February, 2025.

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

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.

