



Tender No : MR 213/2018

Tender Name: Pole Base Clearing for 33kV Western Transmission Lines

Bidder's Name:

Bidder's Address:

Bidder's Telephone Numbers:

Bidder's Email Address:

Energy Fiji Limited is seeking proposals from EFL Trained and Certified Vegetation Management Contractors to carry out Pole Base Clearing on 33kV Sub Transmission lines.

Details of 33kV Transmission Lines Included in the Scope of Works of this Tender								
33kV Transmission Lines		SINGLE POLE	H-POLE	3-POLE	K/M	TOTAL # OF POLES	TOTAL STRUCTURES	TOTAL SPANS
1.	Tavua-Volivoli	544	11	0	48.4	566	555	554
2.	Vatukoula-Tavua	39	14	0	4.15	67	53	52
3.	Rarawai – Vatukoula	162	38	3	20	247	203	202
4.	Vuda - Rarawai	0	136	7	32.4	293	143	142
5.	Vuda-Pineapple Corner	6	18	3	6.44	47	28	27
6.	Pineapple Corner to Vuda/Rarawai T-Off	14	10	0	2.3	34	24	23
7.	Vuda-Sabeto	4	24	4	7.2	64	32	31
8.	Sabeto-Nagado	110	4	0	13	122	114	113
9.	Sabeto-Waqadra	33	9	2	7.8	57	44	43
10.	Vuda-Waqadra 'B'	193	12	1	15	220	206	205
11.	Vuda-Waqadra 'C & D' Double Circuit	163	2	0	10.4	167	165	164
12.	Waqadra-Nawai-Momi	378	5	0	23.3	383	383	382
13.	Waqadra-Qeleloa-Marō-Sigatoka	146	187	0	58	490	333	332
14.	Sigatoka - Nacocolevu	0	17	1	3.5	37	18	17
15.	Butoni – Nacocolevu	0	10	0	1.5	20	10	9
16.	Nacocolevu-Korolevu	70	86	4	21	256	160	159

By providing this information the EFL does not take liability of the actual conditions in field during site visits. The bidders / contractors shall verify the actual conditions and the geographic terrain. The bidders shall self-evaluate the realities in the field and submit firm prices. **No variations shall be entertained.**

1. Health and Safety Plan Requirements.

It is mandatory for the bidders to complete and submit a copy of the attached “EFL Contractor Health and Safety Plan Template (Document No. HSE41C02, HSE41C03, HSE41C04, HSE41C05, HSE41C12, HSE41C13)”. **Failure to submit completed attached HSE documents shall possibly disqualify the bid.** An electronic copy (word document format) shall be made available upon the bidder’s request and can be provided by email. Interested bidders may request this document from EFL personnel conducting the site visit.

- **Bidders to include photocopies of EFL issued ID cards for workers/personnel who have attended the EFL VM Training Policy and Refresher Courses.**

2. SITE VISIT REQUIREMENTS

The site visit requirements for this tender are **compulsory and attendance shall be recorded.** Interested bidders shall provide their own 4x4 Transport and shall not ride in EFL vehicles.

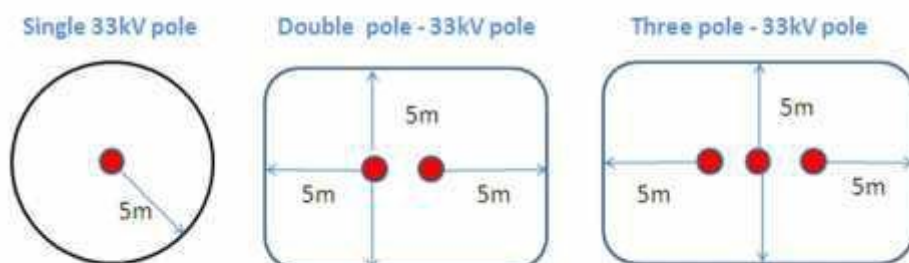
SITE INSPECTION DATE & TIME: 8:30am on Wednesday 30th May, 2018. Interested Bidders are to report to Technical Officer Transmission in EFL’s Navutu Depot, Lautoka. Cell Phone: 9906436.

3. SCOPE OF WORKS – Vegetation Management

- 3.1 Pole base clearing of all creepers, grass from each pole and stay wire base **5m radius around each pole.** Pole base clearing shall include the weedicide spraying of the pole base area (5m radius from each pole), using an EFL approved weedicide such as Gramoxone / Paraquat or Round-Up / Glyphosate in 3 rounds.
- 3.2. Clear ALL vegetation **growth by the root/ground.**
- 3.3. All works shall be inspected by EFL.
- 3.4. Report on any landslide area for slope stability.
- 3.5. Guidelines for execution of works – EFL Vegetation Management Policy
- 3.6. Digging of drain as and where required to divert water away from Pole Base

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Pole Base Clearing



Note: Any SAIDI (unplanned shutdown) occurred due to fire across the vegetation growth within 5 meters radius around the pole base after **4 months** of Pole Base clearance already executed, the cost of the unplanned shutdown shall be deducted from the contractual amount of bid from the awarded bidder.

4. PROGRAM FOR THE EXECUTION OF WORKS

- 4.1 The anticipated date for **contract signing and commencement of works is by June 20th 2018.**
- 4.2 **Contractual date for completion of Pole Base Clearing for all enlisted lines shall be October 4th 2018, OR a maximum duration of 2.5 Calendar Months from date of Contract Signing and contractor having received an EFL Purchase Order [whichever date comes earlier]. Failure to complete the works within this timeframe shall result in the contractor being charged liquidated for the delays as defined in Clause 15 of this document.**
- 4.3 Bidders are to **compulsorily submit** a detailed work program for completion of works on each 33kV Transmission Line, and a detailed list of personnel, equipment, vehicles and resources associated with executing works on each power-line in relevance to the submitted work program. Contractor shall be required to simultaneously execute works on multiple lines, with multiple teams / gangs, in order to meet the project's completion timeline.

5. PRICE BREAKDOWN SCHEDULE FOR EACH ENLISTED 33kV TRANSMISSION LINE

50%, payable in parts, upon completion of 50% of works on each Transmission Line.

6. EFL REPRESENTATIVE DUTIES

- a. Shall obtain necessary consent from property owner and obtain such consent in writing, if required. Failure to obtain this consent, a three [3] day written notice shall be issued in accordance to section 37 of the Electricity Act.
- b. Conduct an inspection of the site in question where the Work will be carried under this Agreement and ensure to jointly identify all risks and draw a safe work program before the Contractor is allowed to carry out pole base clearing. Unit Leader Transmission from Network Division of EFL will issue a permit to the Contractor to start work.
- c. Organise and carryout contractor training.
- d. Calculate any crop compensation payable to property owners.
- e. Carry out regular safety audits.
- f. Carry out progressive inspection of work completed.

7. CONTRACTOR RESPONSIBILITIES

- (a) The Pole Base Clearing works as completed by the Contractor shall be wholly in accordance with the Contract and comply with the **EFL Vegetation Management Policy** as defined in this tender document and the Contract. The Works shall include any work which is necessary to satisfy EFL's Requirements, Work Program and Schedules, or arises from any obligation of the Contractor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability or completion or the safe, reliable and efficient operation of the Network.
- (b) The Contractor shall execute and complete the Works within the Time of Completion, and shall remedy any defects within the Contract period.
- (c) The Contractor shall provide all labour, materials, tools and equipment necessary for the execution, completion of works and remedying of defects. The contractor shall provide his employees all the necessary Personnel Protective Equipment (PPE) in order for the job to be executed.
 - i. **Contractor's failure to provide PPE, or the contractor's employee's failure to utilise the PPE shall result in EFL issuing the contractor with a Notice to Correct Health and Safety**

Violations, and a copy the same shall be sent to the Ministry of Labour, Industrial relations and Employment, for each instance of violation encountered.

- ii. **The contractor shall not borrow any tools, equipment or PPE from EFL teams carrying out the works supervision. The contractor and/or his employees shall not utilise EFL transportation.**
- (d) Before commencing any Work, the Contractor shall satisfy himself regarding EFL's Requirements. The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operation and of all the Works. These shall include but not be limited to:
- i. Authorise Contractor employee to attend the Network Contractor Training, OHS induction.
 - ii. The Contractor shall submit to EFL a list consisting of all those workers who will be deployed at the Work site. The precondition of deploying these workers is that driver shall have a current driver licence. The Contractor shall provide a list of all its workers whether employed or hired three working days before commencement of Work under the Contract. The Contractor and EFL representative will agree to a list of these.
 - iii. Ensure adequate safety signage at the work and road side and to facilitate traffic management.
 - iv. Maintain and comply with the OHS Act.
 - v. Clear out all debris at the Work site.
 - vi. Submit handover Completion Certificate.
 - vii. The contractor must ensure good relationship is maintained with the member of the public and the landowners.
 - viii. The contractor shall make good any damage to EFL assets, other public or private property, farm or crop during the execution of the Work.**
- (e) The Contractor shall send all communications to the EFL's Unit Leader Transmission and copy of the same to the EFL's Transmission Engineer West.
- (f) The contractor is solely responsible for the quality of works, compliance with the tender's workscope and quality requirements. The EFL's presence on site does not indemnify the contractor from delivering quality works as per tender specification and the contract's requirement. The Unit Leader Transmission or thereby explicitly delegated representative, shall inspect the quality of works and signoff on completion certificates.

8. SAFETY MEASURES AT WORK SITE

The contractor shall comply with all applicable safety regulations while carrying out the work on site.

This includes but not limited to;

- a) Appropriate and adequate safety training provided to its labourers to safely execute the work
- b) Appropriate use of personal protective equipment such as steel capped boots, helmets, etc.
- c) Sufficient caution signs displayed on the road next to work area ensuring traffic flow and public access is controlled
- d) First aid facilities and a trained first aider to be available on site at all times

The contractor will solemnly be responsible for any incident or accident resulting from either negligence or omission of the above safety requirements

9. PROTECTION OF ENVIRONMENT

It is the contractors' responsibility to ensure all reasonable steps are taken to ensure protection of the environment and limit the damage and nuisance to property and people resulting from pollution, noise and other results from operation.

This also includes clearing and removing all debris from the site together with proper disposal upon completion of work.

Failure to adhere to the above will solemnly be the contractor's responsibility

10. LANDOWNERS

The contractor will be responsible for offering of "Sevusevu" to the landowner prior to actual commencement of work as a sign of respect. EFL shall accompany the contractor to the ceremony

11. COMMENCEMENT & COMPLETION OF WORK

The commencement and completion for each stage of work shall strictly be adhered as per work plan

12. EXTENSION OF TIME FOR COMPLETION

The Contractor may apply for an extension of the Time for Completion if it is or will be delayed either before or after the Time of Completion in any of the following events:

- a. a force majeure event (defined as an event beyond the control of EFL and the Contractor, which makes it impossible or illegal for a party to perform)
- b. physical conditions or circumstances on the Site, which are exceptionally adverse and were not (by the Base Date) foreseeable by an experienced contractor, or
- c. Any delay, impediment or prevention by EFL.

If the Contractor intends to apply for an extension of the Time for Completion, the Contractor shall give written notice to the Unit Leader Transmission and copied to EFL's Technical Officer transmission, of such intention as soon as possible and in any event within 7 days of the start of the event giving rise to the delay, together with any notice required by the Contract and relevant to such cause

13. LIQUIDATED DAMAGES FOR DELAY

If the Contractor fails to comply with the agreed Work Program and fails to meet agreed project deadlines, the Contractor shall pay to EFL the relevant sum of liquidated damages as such stated as 15% of the contract amount charged at the rate of 1% for every day's delay outside the Work Program except in a Force Majeure situation and/or the delay is not the fault of the Contractor. The Liquidated damages shall be applicable to the full or any part of the project, as broken down in the schedule of payments.

14. INSPECTION ON COMPLETION OF WORK

EFL shall carry out Pole Base Clearance inspection in accordance with this clause and the **EFL Vegetation Management Policy**. The Contractor is to notify and arrange a site meeting with EFL's Representative no more than 1 working day after the completion of works.

If the Works, or a Section, fails to get an approval from EFL's Representative, the Contractor will not be allowed to progress further. EFL's Representative shall notify the Contractor to rectify the defects and re-schedule the site inspection.

The Contract shall not be considered to be completed until the Completion Certificate has been signed by the Contractor and accepted by EFL's representative, stating the date on which the Contractor completed his obligations to EFL's satisfaction.

The Completion Certificate shall be given by the Contractor within five (5) working days after completion of each stage and the expiry of the Contract Period, or as soon after such date as the Contractor has completed all the Works, including remedying any defects.

Only the acceptance of the Completion Certificate by EFL shall deem to constitute approval of the Works.

15. CONTRACT PRICE AND PAYMENT

16.1 Contract Price

Unless otherwise stated:

- a. payment for the Works shall be made as stated in the Schedule of Payment
- b. The Contract price shall not be adjusted for changes in the cost of labour, materials or other matters; and
- c. The Contractor shall pay all duties and taxes in consequence of his obligations under the Contract, and the Contract Price shall not be adjusted for such costs.
- d. No Variations shall be entertained.

16.2 Payment

Unless otherwise stated,

- a. EFL shall pay the amount in accordance with the Schedule of Payment and Work Program;
- b. The Contractor shall furnish an invoice and submit the Completion Certificate for each stage of payment; and
- c. The payment to the Contractor shall be made by cheque.
- d. All payments to the Contractor will be made within 30 days from date of receipt of the invoice and supporting documents

16. NOTICE TO CORRECT

If the Contractor fails to carry out any obligations, or if the Contractor is not executing the Works in accordance with the Contract, EFL’s Representative may give notice to the Contractor requiring him to make good such failure and remedy the same within a specified reasonable time

17. INSURANCE FOR WORKS AND CONTRACTOR’S EQUIPMENT

During the Work, and through to the date of Completion of all Works while any employee of the Contractor are present at the Site, the Contractor shall provide and maintain, through purchase or its standard insurance program, including provisions for self-retention, the insurance coverage listed below or its equivalent:

18.1 Workers' Compensation

Workers compensation insurance in the amount of FJD\$250,000.00, that the Contractor shall self-insure against workers compensation perils and to comply with qualification, and requirements of all applicable workers compensation laws

18.2 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

Insurance Policies

Policy Type	Value	Date of issue	Expiry Date	Insurance Company
Workers Compensation	\$250,000.00			
Public Liability	\$500,000.00			

Contractor to submit proof of current insurance with tender bid documents.

List of Approved Workers who will be working at the Work Site

List of Contractor's employees and occupations enlisted for Vegetation Management

Occupations may possibly be: Supervisor; Assistant Supervisor; Driver; Chainsaw Operator; Labour; etc

No.	Name of Employee	EFL VM TRAINING ID CARD #	FNPF Number	Occupation
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Contractors are to fill and submit the attached EFL HSE Document Form number HSE41C01 together with the bid documents. Failure to do so may result in the disqualification of the bids.

Tender Submission

Two (2) hard copies of the tender bids in sealed envelope shall be deposited in the tender box located at the Supply Chain Office at the EFL Head Office, 2 Marlow Street, Suva, Fiji.

Courier charges for delivery of Tender Document must be paid by the bidders.

This tender closes at 4:00 p.m. (16.00hrs Fiji time) on Wednesday 6th June, 2018.

Each tender shall be sealed in an envelope with the envelope bearing only the following marking:

MR 213/2018

Pole Base Clearing for 33kV Western Transmission Lines

The Secretary,
Tender Committee
Energy Fiji Limited
Supply Chain Office
Private Mail Bag,
Suva

It must also indicate the name and address of the tenderer on the reverse of the envelope.

All late tenders, unmarked Envelopes and envelopes without bidder's name and address on the reverse on the envelope will be returned to the Tenderers unopened. (Bids via e-mail or fax will not be considered).

The bidders must ensure that their bid is inclusive of all Taxes payable under Fiji Income Tax Act and must have the most current Tax Compliance Certificate.

For further information or clarification please contact our Supply Chain Office on phone **(+679) 3224360** or **(+679) 9991587**.

Bidders are requested to submit a:

- **Valid Tax Compliance Certificate**
- **FNPF Compliance Certificate**