

Transmission Unit



ENERGY FIJI LIMITED

TENDER DOCUMENT

TENDER NUMBER: MR259/2018

**TENDER NAME: ENVIRONMENT IMPACT ASSESSMENT FOR ACCESS
ROAD CONSTRUCTION WORK IN WAILOKU**

Section 1: Instructions for Bidding

1.	Scope of Bid	The Energy Fiji Limited (hereinafter referred to as "the Employer"), wishes to receive bids for Environment impact assessment for access road construction works in Wailoku. The Scope, Purpose, Programme and Completion Date for the Services are detailed in Section 2 of this document.
2.	Eligible Bidders	<p>This Invitation to Bid is open to bidders who have sound technical and financial background and have relevant past experience. Consulting firms with relevant experience and proven technical expertise are encouraged to bid.</p> <p>Bidders shall be registered under the Department of Environment (DoE) list of authorized EIA consultants.</p> <p>Bidders shall provide such evidence of their eligibility satisfactory to the Employer as the Employer may reasonably request.</p> <p>Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practices.</p>
3.	Qualification of the Bidder	<p>To be qualified for award of Contract, bidders shall submit detailed proposals outlining their capability and experience to demonstrate their competence in executing the scope of work.</p> <p>Bidders shall submit a detailed project plan, outlining the key activities and the critical path for the completion of the EIA.</p> <p>Bidders shall submit Curriculum Vitae or Résumés of all key personnel to be engaged in the execution of the scope of works</p>
4.	Cost of Bidding	The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs.
5.	Sealing, Marking and Submission of Bids	<p>Bidders are required to submit only Electronic copies of the Bid in the electronic tender box.</p> <p><u>Tender Submission - Instruction to bidders: Electronic Submission of Bids</u></p> <p>It is mandatory for Bidders to upload an electronic submission their bid in the TENDER LINK Electronic Tender Box no later than the Deadline for the Submission of Bids To register your interest and tender a response, view 'Current Tenders' at: https://www.tenderlink.com/efl</p> <p>For further information contact The Secretary Tender Committee, by e-mail TDelairewa@fea.com.fj</p> <p>Tenders received after the closing date shall not be considered.</p> <p>Lowest bid will not necessarily be accepted as successful bid.</p>
6.	Site Visit	<p>A pre-bid visit will be undertaken on 4th July 2018. Bidders will be required to meet at the EFL Kinoya Depot at 10.00am. A 4x4 vehicle would be required for the site visit.</p> <p>All costs associated with attending the site visits shall be borne by the Bidder.</p>

7.	Deadline for Submission of Bids	<p>Bids must be received by the Employer before 4:00pm Fiji Time (UTC +12), on Wednesday 18th of July, 2018.</p> <p>The Employer may, at its sole 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.</p>
8.	Late Bids	<p>Any bid received by the Employer after the deadline shall not be accepted.</p>
9.	Modification and Withdrawal of Bids	<p>The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy. No bid may be modified by the bidder after the deadline for submission of bids.</p>
10.	Employer's Right to Accept any Bid and to Reject any or all Bids	<p>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.</p>
11.	Notification of Award	<p>Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by fax/email, confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") shall name the sum which the Employer will pay the Bidder in consideration of the execution, completion and maintenance of the Works by the Bidder 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.</p> <p>The Employer will promptly notify the other bidders that their bids have been unsuccessful.</p>
12.	Corrupt or Fraudulent Practices	<p>The Employer requires that the Bidder observe the highest standard of ethics during the procurement and execution of such contracts. In Pursuance of this policy, the Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(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</p> <p>(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;</p>

		(b) will reject a proposal for tender award if it is determined that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
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Section 2: The Purpose, Scope, Programme and Completion Date for the Services.

2.1 Purpose

The Energy Fiji Limited (EFL) is solely responsible for generating, transmitting and retailing electricity in the Republic of Fiji Islands.

In 2015, the Energy Fiji Limited commenced with the refurbishment of the lattice steel tower structures of the 132kV transmission lines. The prerequisite to this refurbishment works is having access roads capable enough to transport heavy machinery to successfully execute the necessary works.

Therefore, the Energy Fiji Limited (EFL) requires a capable consultant to execute an Environmental Impact Assessment (EIA) on the access road to Transmission Tower 139 in Wailoku which falls very close to the Savura water catchment vicinity. The access road construction works threaten to cause possible soil erosion and sedimentation of loose silt into the water catchment due to the recent heavy rain and stormy weather conditions.

The access road construction works had already commenced earlier, however, due to consistent heavy rain and washing away of soil the Water Authority of Fiji and Department of Environment require a proper Environment Impact Assessment, post which the consultant is to recommend thorough corrective measures and suggest improvements on containing the silt and avoiding any further damage to the catchment during access road construction works.

2.2 Objective

The objective of the assessment will be to:

1. Carry out scoping and prepare and obtain Department of Environment approval for Terms of Reference for the Environment Impact Study
2. Upon receipt of approval for Terms of Reference, carry out Environmental Impact Assessment and submit reports for Department of Environment approval
3. Suggest mechanisms and plans to mitigate and/or monitor potential risks to Savura Water Catchment and the environment during the access road construction works

The Water Authority of Fiji (WAF) and the Department of Environment (DoE) shall be consulted as the EIA progresses on their view point and finally be informed of the outcome.

2.3 Scope of Works

The selected Consultant will be required to carry out all activities towards preparation and getting approval of a Terms of Reference for the EIA Study.

Upon receipt of approval of the Terms of Reference, the Consultant shall undertake all activities to complete an Environmental Impact Assessment study.

The Consultant shall provide all resources required to carry out the EIA study.

2.4 Deliverables

Within one week of commencement, the Consultant shall submit to EFL a detailed work program outlining time inputs, field visits and the methodology, in MS Project format.

Fortnightly progress reports shall be submitted every Monday from the date of commencement.

The Consultant will provide, upon request from EFL, presentation of activities, findings and recommendations to the EFL steering committee and the executive management group at the proposed date below.

2.6 Expertise and Qualification

The Consultant shall:

- Possess at least a Bachelor's degree in development, environment science, geography, natural resource management and/or related field with at least five (5) years' experience in relevant field
- Be a registered EIA Consultant with the Department of Environment, Ministry of Local Government, Housing and Environment, Government of Fiji.
- Have experience working in facilitating consultations and facilitating discussions
- Demonstrates integrity and commitment to EFL values
- Have strong interpersonal and communication skills
- Past experience in carrying out an EIA Study for a similar project would be an advantage

2.7 Fee Proposal

A detailed financial proposal is required. EFL prefers a lump sum contract, including disbursements.

Unit rates for staff and consumables is to be submitted.

The Contract price proposal shall be comprehensive in that, in consideration of the Bidder meeting all obligations, conditions and liabilities under the Contract.

2.8 Payment Schedule and Terms

Item	Percentage
Scoping, Preparation and Dept. of Environment approval to TOR	10%
Completion and Approval of Final EIA Report by Department of Environment	90%
Total	100%

2.9 Submission Requirements

The proposal for EIA Study shall include:

1. A covering letter including the complete name and address of the principal firm including the name and title of person principally responsible for the assignment
2. A detailed methodology including a programme for the works/services. Comments on the TOR can be included to add value to the submission.
3. Lump sum fee for the entire works/services with breakdown for each component
4. Unit rates for all staff proposed to be engaged on the project
5. Bidders are to familiarize themselves with Local Fijian Taxation requirements and clearly identify relevant local taxes that are included in their fees
6. Bidders are to state clearly the currency(s) that is being used in their submission bids
7. Company background and evidence of similar works undertaken by the firm over the last five years including project name, summary of work carried out, contact name and address of clients
8. Background of proposed sub-consultants if any, and their relevant scope of work
9. CV's of personnel that will be engaged in the work including sub-consultants
10. Copies of insurance certificates including any Professional Indemnity Insurance cover are to be submitted
11. Information requirements from FEA, which is to be provided at the commencement of study

2.10 Contractual Terms of Engagement

The consultant shall be engaged on the latest version of the *Conditions of Contract for Consultancy Services*, as published by The Association of Consulting Engineers Inc (ACENZ) and The Institution of Professional Engineers New Zealand Inc (IPENZ).

2.11 Confidentiality of Information

The Consultant shall retain ownership of any Intellectual Property already owned by the Consultant or arising from the Services performed under this TOR, but the Consultant grants to the Client a perpetual royalty-free license to use any Intellectual Property which the Consultant owns which is incorporated in the Services or any reports or products provided to the Client as part of the Services. "Intellectual property" means all intellectual property rights including copyright, designs, specifications and know-how. The Client acknowledges that the Consultant has no liability for use of this Intellectual Property for purposes or projects other than the Project defined in this Agreement."

"All information given by the Client to the Consultant shall remain the property of the Client and be treated as confidential and not disclosed to any third party without the prior written consent of the Client.

2.11 Addenda to Tender

Where the Authority finds it necessary to make amendments to or clarify the requirements of the tender documents during the period of tendering, it shall publish these through its tender publishing website.

Each Bidder in the Appendix to Tender shall state the reference number and description of each of the aforesaid Addenda which has been considered during the preparation of the Tender. Time extension for tender submission, due to such changes, will be advised by EFL.

2.13 Insurance

Certificates of insurance including any Professional Indemnity Insurance cover are to be submitted.

Appendix 1: GIS map of the target location



Submission of Tenders

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 18th July, 2018.

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

MR 259/2018

Environment Impact Assessment for Access Road Construction Works in Wailoku

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**