

# Energy Fiji Limited



## Tender Document

Tender No. : MR 154/2020

Supply of Polyethylene Pipes for EFL Wailoa  
Staff Quarters & Power Station

Generation SBA  
Energy Fiji Limited

10 July 2020  
KamendraS@efl.com.fj

## **Table of Content**

<b>1.0</b>	<b>INVITATION FOR TENDERS</b>	<b>3</b>
<hr/>		
<b>2.0</b>	<b>INSTRUCTION TO BIDDERS</b>	<b>4</b>
<hr/>		
<b>2.1</b>	<b>ELIGIBLE BIDDERS</b>	<b>4</b>
<b>2.2</b>	<b>ELIGIBLE MATERIALS, EQUIPMENT AND SERVICES</b>	<b>4</b>
<b>2.3</b>	<b>ONE BID PER BIDDER</b>	<b>4</b>
<b>2.4</b>	<b>COST OF BIDDING</b>	<b>4</b>
<b>2.5</b>	<b>SITE VISITS</b>	<b>4</b>
<b>2.6</b>	<b>CONTENTS OF THE BIDDING DOCUMENTS</b>	<b>5</b>
<b>2.7</b>	<b>CLARIFICATION OF BIDDING DOCUMENTS</b>	<b>5</b>
<b>2.8</b>	<b>AMENDMENT OF BIDDING DOCUMENT</b>	<b>5</b>
<b>2.9</b>	<b>LANGUAGE OF BID</b>	<b>5</b>
<b>2.10</b>	<b>BID PRICES</b>	<b>5</b>
<b>2.11</b>	<b>BID CURRENCIES</b>	<b>6</b>
<b>2.12</b>	<b>BID VALIDITY</b>	<b>6</b>
<b>2.13</b>	<b>FORMAT AND SIGNING OF BIDS</b>	<b>6</b>
<b>2.14</b>	<b>SEALING AND MARKING OF BIDS</b>	<b>6</b>
<b>2.15</b>	<b>DEADLINE FOR SUBMISSION OF BIDS</b>	<b>7</b>
<b>2.16</b>	<b>LATE BIDS</b>	<b>7</b>
<b>2.17</b>	<b>MODIFICATION AND WITHDRAWAL OF BIDS</b>	<b>7</b>
<b>2.18</b>	<b>REJECTION OF ONE OR ALL BIDS</b>	<b>7</b>
<b>2.19</b>	<b>PROCESS TO BE CONFIDENTIAL</b>	<b>7</b>
<b>2.20</b>	<b>CLARIFICATION OF BIDS</b>	<b>8</b>
<b>2.21</b>	<b>PRELIMINARY EXAMINATION</b>	<b>8</b>
<b>3.0</b>	<b>TECHNICAL SPECIFICATION</b>	<b>9</b>
<hr/>		
<b>3.1</b>	<b>NOTE: APPLICABLE TO SCHEDULE</b>	ERROR! BOOKMARK NOT DEFINED.
<b>3.2</b>	<b>ENGINE SPECIFICATION:</b>	ERROR! BOOKMARK NOT DEFINED.
<b>3.3</b>	<b>SCHEDULE OF REQUIREMENTS</b>	ERROR! BOOKMARK NOT DEFINED.
<b>4.0</b>	<b>PRICE SCHEDULE</b>	<b>10</b>
<hr/>		
<b>4.1</b>	<b>COMPLIANCE CHECKLIST DECLARATION</b>	<b>11</b>
<b>4.2</b>	<b>TENDER CHECK LIST</b>	<b>12</b>
<b>5.0</b>	<b>TENDER FORM</b>	<b>13</b>
<hr/>		
<b>6.0</b>	<b>SUBMISSION TO TENDER</b>	<b>14</b>
<hr/>		

## **1.0 Invitation for Tenders**

Energy Fiji Limited is inviting bids for Supply of Polyethylene Pipes for EFL Wailoa Staff Quarters & Power Station. The Detailed scope of works listed in the following pages.

Interested bidders may obtain Tender Document at the:

Supply Chain Office  
Energy Fiji Limited  
Head Office  
2 Marlow Street, Suva  
Contact: 322 4360 / 999 1587

All tenders shall submit all documents required and pricings, for all items, as per price schedule.

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

The tender submissions close on the **22/07/20**

## **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 sales of water pipes.
- 2.1.2. Bidders shall provide such evidence of their continued eligibility satisfactory to EFL as EFL shall reasonably request. Bidders who are not manufacturer of such pipes, jointing and outdoor termination kits shall provide evidence of agency.
- 2.1.3. Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practice.
- 2.1.4. Bidders must price for all items required for supply.

### **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 or items are 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. No site visits is required for this tender.

## **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 (Clause 4)
  - Company Profile (Max 2 pages in standard A4)
    - Work History - Project/ Work done with referee, EFL work history.
    - Company background
  - 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 fax (hereinafter the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex), or email addressed to:

Abdul Nasim  
Unit Leader Strategic Procurement, Inventories and Properties, Finance  
2 Marlow Street,  
Suva, Fiji  
Phone: +679 9991587  
Email: [AbdulN@efl.com.fj](mailto:AbdulN@efl.com.fj)

- 2.7.2. EFL will respond to any request for clarification which it receives earlier than 10 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.
- 2.10.3. The point of delivery shall be **Wailoa Power Station Staff Quarters**.

## **2.11 Bid Currencies**

- 2.11.1. Prices shall be quoted in a single currency only (Fijian dollar – VIP).

## **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 or written in indelible ink (in the case of copies, 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 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. The bidder shall seal the original copy of the technical proposal and the envelope clearly marked as: "ORIGINAL-TECHNICAL & PRICE PROPOSAL".
- 2.14.2. The bidder shall seal the original bids and each copy of the bids in an inner and an outer envelope, duly marking the envelopes as "ORIGINAL".
- 2.14.3. The inner and outer envelopes shall

- a) be addressed to EFL at the following address:

Abdul Nasim  
Unit Leader Strategic Procurement, Inventories and Properties, Finance  
2 Marlow Street,  
Suva, Fiji  
Phone: +679 9991587  
Email: [AbdulN@efl.com.fj](mailto:AbdulN@efl.com.fj)

And

- b) bear the following identification:

Bid for: MR 154/2020 - Supply of Polyethylene Pipes for EFL Wailoa Staff Quarters & Power Station.

- 2.14.4. In addition to the identification required, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Deadline for Submission of Bids.
- 2.14.5. If the outer envelope is not sealed and marked as above, EFL will assume no responsibility for the misplacement or premature opening of the bid.

## **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) **22/07/20**.
- 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 and returned unopened to the bidder.

## **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. 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.

## **2.18 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 Technical Specification**

- 5.1.1. The Goods to be supplied must be genuine and of the highest quality.
- 5.1.2. Bidders must also include delivery price of pipes to Wailoa Power Station and Wailoa Staff Quarters.
- 5.1.3. Relevant descriptive literature of the Goods showing conformity to technical specification shall be provided with the bid.
- 5.1.4. Polyethylene Pipes to comply with AS/NZS 4130 and is WaterMark Level 1 Certified.
- 5.1.5. Delivery Period - The delivery period shall be within five (5) days after the date of signing the contract. Delivery must be for a complete schedule. **Partial delivery shall not be accepted.**

## **4.0 Price Schedule**

### **Supply of Polyethylene Pipes for EFL Wailoa Staff Quarters & Power Station**

Items	Description	Qty	Unit Price(VIP)	Total Price (VIP)
1	DN110 Polyethylene pipe Black with Blue stripes PN16 x 50m	16		
2	DN75 Polyethylene pipe Black with Blue stripes PN16 x 100m	16		
3	DN50 Polyethylene pipe Black with Blue stripes PN16 x 100m	16		
4	Polypropelene Equal Joiner 75mm	20		
5	Polypropelene Equal Joiner 50mm	20		
6	Polypropelene Equal Joiner 110mm	20		
7	Delivery to Wailoa Power Station and Wailoa Staff Quarters	1		
<b>TOTAL (VIP)</b>				

#### **Notes:**

1. Technical;
  - a. The bids must as per the Technical Specifications in the Tender Documents and table above. 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. The Supplier/ Contractor shall provide a warrants for Goods or services for provided unless stated otherwise.
  - e. 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
  - f. 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.
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. Failure to submit required documents may affect bid compliance. Failure to submit mandatory items as stated in Compliance Checklist will result in non-compliance.
5. Contractor shall provide all materials, tools equipment and labour necessary to perform works.

#### 4.1 Compliance Checklist Declaration

I \_\_\_\_\_ of \_\_\_\_\_ located at \_\_\_\_\_ confirm that the bid submitted for the following tender MR 154/2020 : Supply of Polyethylene Pipes for EFL Wailoa Staff Quarters & Power Station bid complies to the mandatory bidder submission as stated in Sub Clause 2.6;

	Yes	No	Comments
Price Schedule			
Company Profile			
Detailed Scope of Supply			
Statement of Exclusion or Amendment for Tender Specification (if Any)			
Payment Term (30days)			
Price Validity [preferred 60 days]			

Scope of Supply;

	Yes	No	Comments
Warranty			

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: \_\_\_\_\_

## 4.2 Tender Check List

### TENDER SUBMISSION 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. Contact Person: \_\_\_\_\_

I declare that all the above information is correct.

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

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

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

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

## 5.0 Tender Form

To: Abdul Nasim  
Unit Leader Strategic Procurement, Inventories and Properties, Finance  
Energy Fiji Limited  
2 Marlow Street,  
Suva,  
Fiji Islands  
Phone: +679 9991587  
Email: [AbdulN@efl.com.fj](mailto:AbdulN@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 \_\_\_\_\_ 201\_.

*[Signature] [In the capacity of]*

Duly authorized to sign Tender for and on behalf of

## **6.0 Submission to Tender**

**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 22<sup>nd</sup> July, 2020.**

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

**MR 154/2020**  
**Supply of Polythene Pipes & Fittings for Wailoa Staff Quarters and Power Station Main**  
**Water Supply**

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**

**The Tender Bids particularly the "Price" must be typed and not hand written.**

**(Tender Submission via email or fax will not be accepted)**