



ENERGY FIJI LIMITED

BIDDING DOCUMENT

**RELOCATION OF 33kV/11kV
POWER TRANSFORMER T1 AT
EFL's KINOYA DEPOT**

TENDER NO: MR 234/2020

INVITATION FOR BIDS

Date: 2nd October, 2020

Tender No: MR 234/2020

The ENERGY FIJI LIMITED (“The Employer”) invites sealed bids from reputable and suitable heavy haulage contractors for the relocation of the 33kV / 11kV Transformer T1 from the existing temporary pad to the newly constructed transformer pads at Efl’s Kinoya Depot.

All bids for the contract shall be submitted on the appropriate forms provided and shall include the completed price schedule, technical schedule and schedules of experience etc. The bid shall be on the basis of a lump sum contract based on firm prices.

Bidders may obtain further information from, and inspect and acquire the bidding documents, at

**MR 234/2020 - RELOCATION OF 33kV/11kV TRANSFORMER T1 AT
EFL’S KINOYA DEPOT**

ENERGY FIJI LIMITED
The Secretary Tender Committee
2 Marlow Street, Suva, FIJI.
Suva

The deadline for submission of bids shall be **1600hrs (local time) on Wednesday, 28th October, 2020.**

Mandatory Site Visit: 10.30am Wednesday 14th October, 2020 at the EFL’s Kinoya Depot. Failure in attending the site visit will result in bid qualification. For contractors who are not based locally, it is recommended that you nominate someone from local to attend the site visit on your behalf.

During evaluation of bids the EFL may invite a bidder or bidders for discussions, presentations and any necessary clarification before awarding the contract price proposal.

Section 1 - Instructions to Bidders

1. Scope of Bid

The ENERGY FIJI LIMITED (hereinafter referred to as "the Employer"), wishes to receive bids for the relocation of the 25MVA 33kV / 11kV Transformer T1 from the existing temporary pad to the newly constructed transformer pads at EFL's Kinoya Depot as defined in these bidding documents (hereinafter referred to as "the Works").

The successful bidder will be expected to complete the task within 1 month from the date of commencement of the Works.

2. Eligible Bidders

This Invitation to Bid is open to bidders who have sound financial background and have previous experience in handling such projects.

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.

2. Eligible Materials, The materials, equipment, and services to be supplied under the Contract shall **Equipment and Services** have their origin from reputable companies from various countries and all

Expenditures made under the Contract will be limited to such materials, equipment, and services. At the Employer's request, bidders may be required to provide evidence of the origin of materials, equipment, and services.

3. Qualification of the Bidder To be qualified for award of Contract, bidders shall submit proposals regarding work methods, scheduling and resourcing which shall be, provided in sufficient detail to confirm the bidder's capability to complete the works in accordance with the specifications and the time for completion.

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.

6. Sealing and Marking of Bids The bidder shall seal the original copy of the technical proposal, the original copy of the price proposal and each copy of the technical proposal and each copy of the price proposal in separate envelopes clearly marking each one as: "ORIGINAL-PROPOSAL", and "COPY PROPOSAL", etc. as appropriate.

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" and "COPY".

The inner and outer envelopes shall be addressed to the Employer at the following address: Jitendra Reddy

Jitendra Reddy,
Acting / Unit Leader Strategic Procurement, Inventories and Properties
Supply Chain Office,
2 Marlow Street, Private Mail Bag,
Suva

And

bear the following identification:

- Bid for: Relocation of the 25MVA 33kV / 11kV Transformer T1 at the EFL's Kinoya Depot
- Bid Tender Number: MR 234 / 2020
- DO NOT OPEN BEFORE Wednesday, 28th October, 2020

7. Deadline for Submission of Bids

Bids must be received by the Employer at the address specified above no later than 1600 hours (Fiji Time) Wednesday, 28th October, 2020.

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.

8. Late Bids

Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 23 will be rejected and returned unopened to the bidder.

9. Modification and Withdrawal of Bids

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.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 22, 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.

No bid may be modified by the bidder after the deadline for submission of bids.

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

Notwithstanding Clause 34, 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.

11. Notification of Award

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by fax, 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, completion and maintenance 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. 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

12. 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.

**13. Corruptor
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) 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;

Furthermore, bidders shall be aware of the provision stated in Sub-Clause 1.16 and Sub-Clause 15.5 of the Conditions of Contract, Part II - Conditions of Particular Application.

Section 2

Employer's Requirements
Scope of Works

SCOPE OF WORKS

1. GENERAL DESCRIPTION

The scope of works for contract is to Relocate the Existing 25MVA 33kV/11kV transformer T1 to the newly constructed Transformer Pads behind the 33kV switching room at the EFL's Kinoya Depot.

Following is the breakdown of the Scope:

No.	Quantity	Description
1	1	Remove the 33kV/11kV transformers T1 from the current temporary pads and cart it to the newly constructed pads and place it on the pads by any method suitable to the contractor Without causing any damage to the transformer. Note that the Transformer has to be carted as it is (Tanked with oil). However, approval can be given to remove portion of the oil from the tank if it is deemed safe on the discretion of EFL.

1.1 Programme of works

Bidder to provide a detailed work programme for the transportation. Works should be done during normal hours, week days. As per Figure 2 below:

- Transformer T1 will be relocated from Location T1 to T1A.

All measurement of distances and site conditions are to be taken by the bidder during the site visit. Bidders to advise EFL on any changes to site conditions/ ground conditions, access road that will be required to carry out the works in there tender bid. Bidders are not to quote for any civil works association to site modification, road works etc. These works will be carried out by EFL as per requirement by the successful bidder.

Any damage done to the transformer while carting, the cost will be incurred by the contractor therefore it's mandatory that the contractor call up an insurance cover to cater for such scenarios. Adding on to that the contractor has to accommodate the insurance cover as part of the bid.

1.2 Transformer specifications

Both transformer T1 are identical in design and mass.

Transformer Make	Wilson
Voltage	33kV/11kV
Rated power	25MVA
Mass untanking	22700kg
Mass each cooler (excluding oil)	750kg
Mass total (including oil)	54000kg
Mass transport (excluding oil)	41500kg
Mass transport (including oil)	51200kg
Insulating oil main unit	10400 L
Insulating oil each cooler	256 L
Insulating oil total	13700 L

1.3 Site Layout (18°06'46.5"S 178°28'48.9"E)

Figure 1: EFL Kinoya Depot



Figure 2: Relocation route



Section 3

Form of Proposals and Appendices

SECTION 3

The Schedules are intended to provide the Employer with essential supplementary information in an organized format. Examples of more commonly used Schedules are given herein. Others may be devised and added in accordance with the requirements of the Instructions to Bidders.

All the Schedules are essential for bid evaluation and some in contract execution; they should all be incorporated in the Contract, and appropriate changes introduced with the approval of the Employer or its representative.

The schedules are to be completed and submitted as part of the Technical Proposal and Price Proposal in accordance with the Instructions to Bidders Clause 13, Documents Comprising the Bid. **Bidders whose Bids do not contain the data in the required format will be treated as non-responsive.**

1. CONTRACT PRICE

The Contract Price is comprehensive in that, in consideration of the Contractor meeting all obligations, conditions and liabilities under the Contract, including the Contractor's allowance for the cost of supply of all labor, materials, plant, supervision required to complete the Contract Works, overheads and profit, subject only such adjustment as is provided for the Contract.

2. PAYMENTS TERMS

1. All payments shall be due and payable by the Employer in accordance with the payments terms detailed below.
2. The payments shall be made on completion of milestones as identified and agreed by both the Employer's Representative and the Contractor.

For Companies Registered in Fiji

- Companies must comply with the Fiji Income Tax and the Value added tax regulation
- Provision of valid Tax Compliance Certificate.
- Provision of valid FPNF Compliance Certificate.
- Provision of insurance policies – Public Liability
- EFL will deduct 5% from supplier payment and remit to FRCS as provisional Tax under new tax administration decree.

For Companies Registered Offshore

- A Withholding Tax ("WHT") of 15% will be deducted by the employer on the service component before making the payment to the contractor. The employer (EFL) will provide to the Contractor a WHT deduction certificate for any WHT deducted by the Employer, where applicable.
- EFL will opt for one method of WHT. Countries who have DTA will apply the Net off method.

The payments will be made based on the following schedule:

	Particulars	Milestones	Payment (% of contract price)
1	Advance Payment		Nil
2	Service	Remove the 25MVA 33kV/11kV Power transformers T1 from the current temporary pad and cart it to the newly constructed pads and place it on the pads by any method suitable to the contractor without causing any damage to the Transformer. Note that the Transformer has to be carted as it is (Tanked with oil).	100%

3. SCHEDULE OF PRICES & CONDITIONS OF PAYMENT**3.1 CONTRACT PRICE**

The prices below are to be inclusive of WHT for Overseas bidders.

No.	Quantity	Description	Unit Price
1	1	Relocation of 25MVA 33kV/11kV Power transformers T1	
Total			

Note: All prices to be in the currency of the supplier country. All tax and duties on any machinery brought into the country will be the responsibility of EFL (for overseas bidders). For local bidders, the bid price must be in VIP (FJD).

Section 3

Compliance

COMPLIANCE CHECKLIST

Mandatory Compliance – the following documents are to be provided with the tender bid:

No.	Compliance	Check(v)
1	Valid FRCS tax compliance certificate. (for local bidders)	
2	Valid FNPF certificate of Compliance. (for local bidders)	
3	FNU compliance (for Local Bidders	
4	Business registration details.	
5	Previous list of similar work experience.	
6	Contractors All Risk Insurance - \$500,000	
7	Pubic Liability Insurance - \$500,000	

Bidders are to ensure that the above item are included as part of their bid. Failure to provide documentation for the above will disqualify the bid.

Additional submissions

No.	Compliance	Check(v)
1	Reference of Similar previous work done	
2	Financial Statement	

Name of Authorized Person	
Signature of the Bidder	
Company Stamp	
Date	

No.	Criteria for Evaluation	Weighting	Score Range		
			10-8	7 - 4	3 - 0
1	Previous Experience with Energy Fiji Limited	15	Worked with EFL on Major Transportation Jobs (>10)	Worked with EFL on very less Jobs (<10)	not met.
2	Similar Work Done	15	15 or more similar Projects done	Less than 10 similar projects done.	No Submission
5	List of all the Equipment's Needed to carry out the Task	15	List of all the Equipment's Submitted with breakdown	Partial	No Submission
9	Delivery period and timeline	5	Delivery period is within 1 weeks	Delivery period is within 1- 2 weeks	Delivery period would exceed 2weeks
	Total	50%			

TENDER SUBMISSION CHECK LIST

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

Tender Number _____

Tender Name _____

1. Full Company 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)

9. Company Registration Number: _____

(Attach copy of the Business License)

10. FNPF Employer Registration Number: _____

(For Local Bidders only)

11. Contact Person: _____

I declare that all the above information is
correct. Name:

Position: _____

Sign: _____ Date: _____

Submission of 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 28th October, 2020.

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

MR 234/2020
Relocation of 33kV/11kV Power Transformer T1 at EFL's Kinoya Depot

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) 9992400.

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)