



**ENERGY FIJI LIMITED
INVITATION TO TENDER**

**SLIPPAGE RECTIFICATION AT THE
CABLE TERMINATION POLE IN VUDA
BACK ROAD, VUDA – DESIGN AND
CONSTRUCT USING SHEET PILE**

**Cable Termination Pole no. 1A and 1B (part of Vuda –
Waqadra C & D 33kV Circuit) in Vuda Back Road, Vuda
Lautoka**

Tender No: MR 11/2023

LETTER OF INVITATION

Reference: MR11//2023

13th January 2023

Dear Sir/Madam,

Subject:

1. You are kindly requested to submit a comprehensive proposal for the Upgrading Works as stipulated in the Scope of Works in this tender for **Slippage Rectification (Sheet Pile Works) at the Cable Termination Pole no. 1A and 1B (part of Vuda – Waqadra C & D 33kV Circuit) in Vuda Back Road, Vuda**
2. This proposal will cover the required upgrading works – refer Annex I, Annex II and Annex III.
3. To enable you to submit a proposal for the services, please find enclosed:
 - a. Annex I: Instruction to bidders
 - b. Annex II: Introduction and Background
 - c. Annex III: Schedule of Rates and Prices
Conditions of Contract
Drawings
 - d. Annex IV: Proposal Submission Form
 - e. Annex V: Technical Submission Form
 - f. Annex VI: Financial Submission Form
 - g. Annex VII: Proposal Security Form
 - h. Annex VIII: Health and Safety questionnaire
 - i. Annex IX: Schedule of Compliance and Departures
 - j. Annex X: Bidder's Insurance Statement
 - k. Annex XI: General Conditions: NZ3910: 2003
 - l. Annex XII: Scope of Works
 - m. Annex XIII: Monthly Report Template
 - n. Annex XIV: Site Photographs

This letter is not to be construed in any way as an offer to contract with your firm/company.

Site Visit

All interested bidders must attend a **compulsory site visit** as follows:

Location: Vuda back road, Lautoka

Date: 19th January 2023

Time: 11.30am

Contact Person: Amit Kumar

Phone: 9536624

Failure to attend compulsory site visit will result in tender being disqualified.

All tenderers shall inspect and examine the site, its surroundings, and shall satisfy him before submitting his tender, as to the nature of the work and necessity for the carrying out the contract work.

All bidders must come in proper PPE for the site visit. Safety or closed shoes is encouraged

ANNEX I
INSTRUCTIONS TO BIDDERS
Invitation to Tender no: MR11/2023
Slippage Rectification (Sheet Pile Works)

1. Introduction

Energy Fiji Limited (“EFL”) is a limited liability company that was established under the Companies Act (2015), Laws of Fiji. It is supervised by a Board of Directors comprising a Chairman and representatives from its shareholders.

The Executive Management team of EFL consists of the Chief Executive Officer, Chief Finance Officer, General Manager Human Resources, General Manager Generation, General Manager Network, General Manager Customer Services, General Manager System Planning and Control, General Manager Special Projects and Chief Information Officer.

EFL is primarily responsible for generation, transmission and distribution of electricity in Viti Levu, Vanua Levu, Ovalau and Tavueni in Fiji. It owns over twenty (20) power stations and twenty (20) substations and switching stations on the islands of Viti Levu, Vanua Levu, Taveuni and Ovalau. EFL owns, operates and maintains a network of 147km of 132kV transmission lines, 534.86km of 33kV lines and over 9,900km of 11kV and 415V distribution lines, as at 31st December 2020.

Energy Fiji Limited (EFL) is hereby inviting Proposals for **Slippage Rectification (Sheet Pile Works) at the Cable Termination Pole no. 1A and 1B (part of Vuda – Waqadra C & D 33kV Circuit) in Vuda Back Road, Vuda, Lautoka.**

2. Acknowledgement and/or Withdrawal

- 2.1 Immediately upon receipt of this tender, if you intend to submit a proposal, you must send an email message to EFL’s Contract Officer (Clause 6) advising who your contact person will be.
- 2.2 If at any point when considering this tender, you decide your organization is unable to respond or continue with this invitation, please contact the EFL Contract Officer (as shown in Clause 6) as soon as possible. This will enable EFL to evaluate the effects of such a withdrawal upon our procurement process.

3. Timetable

- 3.1 The following is our proposed timetable for this tender

14 th January 2023	Issue of tender
1 st February 2023	Closing Date
1 Month from Closing Date	Final Evaluation and Selection of contractor (if any). Negotiation with contractor will take place after this date.
6 Months from Closing Date	Proposal must remain open for acceptance by EFL.

- 3.2 Please note this timetable is indicative only and may be subject to change at the sole discretion of EFL. EFL will notify participants of any changes. Fiji Public Holidays are to be excluded for consideration days.



4. Circulation of Tender

This tender has also been sent to those potential vendors that we believe could meet our requirements. EFL does not intend to disclose the identity of organizations that have responded to this tender.

5. Delivery of Proposals and Contact Details

5.1 All proposals to be received by **1600hrs , 1st February 2023**

Submission of proposals are to be done through EFL Tender link Portal - <https://www.tenderlink.com/efl>

5.2 Tender will be in two (2) Proposals:

- Proposal 1 will be your Technical Solution
- Proposal 2 will be your Commercial Submission

6. Further Communications

6.1 All communications as to this tender, or requests for clarification or further information, should be directed to EFL's Contracts Officer (CO);

Jitendra Reddy
Manager Procurement, Inventory & Supply Chain
2 Marlow Street, Suva, FIJI.
Phone: 679 3222320
Email: tenders@efl.com.fj

6.2 At any time, additional discussions to clarify details in a Proposal may be required. As a matter of principle:

6.2.1 If such matters affect the content or interpretation of the terms or specifications in our tender, all Contractors will be advised without indicating the source of the query and the registered Contractors will be sent a formal Notice to Contractors (NTC). All NTC's issued will become part of this tender;

6.2.2 If the discussion relates only to a proposal being made by an individual Contractor, any matters raised will not be discussed with other Contractors.

6.3 EFL will not be bound by any statement, written or verbal, made by any person other than the EFL CEO. The CEO (or any other person authorized by CEO) is the only person authorized to make representations or explanations to Contractors as to this tender.

7. Confidentiality of Information

7.1 The information supplied by EFL (either itself or through its agents or advisors) in connection with this Proposal or any contract that that may arise out of it, is confidential. The information contained in this tender is provided for the sole purpose of allowing you to submit your Proposal to EFL. The information contained in this tender is not to be used for any other purpose or revealed to any other person or party not directly involved in the submission of your proposal. You are responsible for any unauthorized disclosure of such information by your employees, agents and sub-contractors.

7.2 You must not release or disclose any of the information to any other person (other than your employees or advisors), without the prior written consent of EFL.



- 7.3 You may not make any public statements to third parties or release any information to the press or other media in relation to this tender, its contents, your response to it, or the awarding of any consequential contract without the written permission of our CEO or his delegate.
- 7.4 EFL will keep Proposals received confidential except if the information is needed for the day to day running of EFL's business.

8. Proposal Validity Period

Your Proposal must be continuing and irrevocable and open for acceptance for 6 months **(90 Days)** from the closing date.

9. Bid Clarification

You may be asked to clarify your bid or provide additional information during the Proposal evaluation process. These requests will require prompt action and you must respond in writing within two business days or the time specified in the request. Otherwise, EFL reserves the right not to consider your Proposal.

10. Representations

In submitting your Proposal in response to this tender, you are required by EFL to acknowledge specifically in your Proposal, that:

“Energy Fiji Limited may rely upon all representations made by you, in your Proposal and in conjunction with your Proposal to Energy Fiji Limited, whether such representations are expressed or implied, or given in writing or verbally. At Energy Fiji Limited's sole discretion, such responses may form part of any consequential contract to be entered into”.

11. No Canvassing

All communications concerning this tender should be with the Contracts Officer only. You should not directly or indirectly lobby or attempt to influence any EFL employee or Board member or advisor in relation to this Proposal. Should you directly or indirectly make such an approach then you may be disqualified from the Proposal.

12. Propriety Rights

You must certify to EFL that any proprietary products or services, supplied with, or required by, the solution you propose are products or services over which you or your associated third party hold rights to supply and such right will continue to be available to EFL under license or other agreement and that for this purpose you may be required to disclose details of all relevant contracts with your suppliers and sub-contractors.

13. Acceptance of Proposals

- 13.1 EFL reserves the right to:
- Reject any or all Proposals at its sole discretion and not accept the lowest Proposal or any Proposal;
 - Award separately for each scope of works depending on submissions/offers received;
 - Deal separately with any of the divisible elements of any Proposal, unless the relevant Proposal specifically states that those elements must be taken collectively;



- Re-call the Proposal;
- Waive any irregularities or informalities in the tender process;
- Amend the closing date, the acceptance date or any other date in the Proposal documents;
- Amend this tender, or any associated documents, by the issue of a written amendment notice to each supplier;
- Seek clarification of any Proposal;
- Suspend or cancel, (in whole or in part), this Proposal process;
- Meet with any Contractor after Proposal close and prior to placing any order;
- Consider or reject any alternative Proposal, in EFL's sole discretion.

13.2 EFL Proposal will only be deemed to have been accepted or rejected when the fact of acceptance or rejection has been notified in writing to you by EFL. Prior to such written notification, by submitting a Proposal to EFL, you acknowledge that you are owed no legal or tortuous obligations by EFL.

14. Late Proposals

EFL reserves the right to accept or decline late Proposals at any time at EFL's absolute discretion. Should the decision to accept late Proposals be made prior to the notified Closing Date above, all Contractors shall be advised of the extended deadline for submitting or re-submitting their Proposals.

15. Changes to the Tender

- 15.1 EFL reserves the right to vary the requirements of this tender. Nothing in this tender or any subsequent communication or correspondence (taken individually or collectively) prior to our contract(s) being executed with the successful Proposal(s) will in any way bind EFL or impose any obligation on EFL.
- 15.2 EFL reserves the right to amend this tender in order to correct errors, rectify omissions or discrepancies. EFL also reserves the right to withdraw this tender at any time before the bid date and to accept any bid and to reject any or all bids for any reason and without cause.
- 15.3 EFL makes no representations and gives no warranties as to the information provided to you. You must examine this tender yourself, and make all other investigations you consider necessary (including as to the information provided by EFL in relation to this tender), before submitting your Proposal.
- 15.4 EFL accepts no responsibility for any error or mis-description in this tender, or any associated documents.

16. Amendments to your Proposal

- 16.1 EFL is under no obligation to check any Proposal for errors. Acceptance of a Proposal that contains errors will not invalidate any subsequent contract.
- 16.2 We may require you to document any amendment to your Proposal or to re-submit a revised Proposal prior to the execution of any contract between you and EFL.

17. Information Complete and Accurate

- 17.1 By submitting your Proposal you warrant that all information provided by you to EFL or the CO, in or in relation to your Proposal is complete and accurate in all material respects. You also warrant to EFL that the provision of that information to EFL, and the use of it by EFL for the evaluation of your Proposal and for the negotiation of any resulting contract, will not breach any third party intellectual property rights.
- 17.2 The bidder should provide the response in compliance to the requirements and any non-compliance or over compliance must be clearly and elaborately explained for it to be considered in the evaluation. There is no assurance that EFL will consider any explanations for non-compliance and the bid may be rejected on account of such non-compliance, unless it is submitted as an alternate to the specified requirements in the best interest of EFL.
- 17.3 By submitting your Proposal, it shall be deemed that you have understood the specifications / scope and no claims on the grounds of 'lack of knowledge' will be accepted.

18. Ownership of Tender and Proposed Documents

The tender documents are the property of EFL and may not be copied or reproduced in any way (other than for the purposes of preparing and submitting your Proposal) without the prior written approval of EFL.

19. Status of Discussions and Communications

Unless as stipulated in this tender, no contractual negotiations, decisions or actions are to be initiated by you as a result of discussions with any of our employees or any other person purporting to act on our behalf. Only communications in writing from EFL which are signed by authorized individuals, can be regarded as duly authorized expressions on behalf of EFL.

20. Evaluation Criteria

The main points or selection criteria for comparative analysis and objective assessment of the Contractor's ability to perform the contract is as follows:-

EFL reserves the right to apply any weighting to the criteria

20.1 Technical Solution:- (60%)

- Information about your organization / Company profile
- Reference customers that is similar to this tender
- Ability to supply required service in a timely manner
- Registrations – Company registration / business license, FNPF Compliance, VAT Compliance, FNU Compliance
- Required insurance cover

20.2 Commercial Solution:- (40%)

- Pricing VIP in Fijian Dollars
- Price validity
- Delivery time



- Work Schedule
- Milestone Payment
- Acceptance of EFL's 180-days term

21. Results of this Tender Action

On completion of our evaluation stage, EFL expects to either:

- 21.1 Enter directly into negotiation(s) with a preferred Contractor(s); or
- 21.2 Seek further Proposals; or
- 21.3 Terminate our tender process

22. The Successful Bidder

The successful bidder will be expected to carry out the whole project as stipulated in the scope of works within a period of **1.5 months** or less, from the time a purchase order is issued.

22.1 Eligible Bidders

This invitation is open to all Bidders who have sound Financial Background, and have previous experience in handling such turnkey 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 practice.

22.2 Eligible Materials, Equipment and Services

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.

For purposes of contract "services" means the works and all contract-related services including design services.

For purposes of contract "origin" means the place where the materials and equipment are mined, grown, 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.

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.

22.3 One Bid per Bidder

Each bidder shall submit only one bid either by itself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will cause all those bids to be rejected.

22.4 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.

22.5 Tender submission

Tenders shall be submitted in two parts in the following manners: -

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 1st February 2023 .

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.

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 **Five (5)** working days prior to the tender closing date.

Tender Submission via email or fax will not be accepted.

22.6 Insurances

Certificates of following valid insurances are mandatory for bidders:

1. Contractors All Risk insurance : FJD 500,000.00
2. Public Liability : FJD 500,000.00
3. Professional indemnity : FJD 1M

ANNEX III
B. SCHEDULE RATES AND PRICES
C. CONDITIONS OF CONTRACT
D. DRAWINGS
Invitation to Tender no: MR 11/2023
Slippage Rectification (Sheet Pile Works)

A. SCHEDULE OF RATES AND PRICES

1.1 Basis of Tender

The Tenderer shall provide details of its Tender Price by completing the Schedule of Rates below.

The Tender Price shall be the Tenderer's comprehensive offer of the Contract Price, in consideration of tenderer meeting all obligations, conditions and liabilities under the Contract Agreement and other documents referenced therein, inclusive of the cost of supplying all labor, materials, plant and supervision required to carry out the Contract Works, overheads and profit, subject only to such measurement, evaluation and adjustment as is provided for in the Contract.

1.2 Basis of Schedules

Descriptions of various items contained in the Schedule of Rates are not intended to be a complete definition for the scope of the Contract Works, for which reference shall be made to the Specifications, Drawings, Basis of Tender and other Contract documents. The item description in the Schedule of Rates shall be used only for the purposes of calculating progress payments and valuing variations.

Abbreviations used in the Schedule of Rates are as per the following table, or otherwise using SI units:

Abbreviation	Description
LS	Lump Sum
PS	Provisional Sum
PI	Provisional Item
day	Working Day
h	Hour
m	Meter
m ²	Square meter
m ³	Cubic meter (Solid measure)
ea	Each
meas.	Measurable Item

1.3 Units and Pricing

Definitions of units and their abbreviations used in the Schedule of Rates shall be consistent with SI units as defined in NZS 6501. When the price for an item is left blank, the figure zero (0) shall be inferred and the cost of the item shall be deemed to be covered elsewhere in the Schedule of Rates.

1.4 Basis of Payment

Payment shall be based on the total measured quantity of each measurable item in the Schedule of Prices completed in accordance with the contract specification.

Item A6.0 Rock Excavation – Payment of Rock Excavation executed for formation of the side drains as per 2.7 of the specifications shall be measured and paid in linear meters for the side drains completed (Similar to item B1.1 and B1.2 of BOQ).

Payment for lump sum items shall be as follows: -

Item 1.4.1 Site Establishment and Disestablishment – Payment of 50% of the lump sum rate upon successful establishment on the first site plus delivery of bonds, insurances, contract quality plan, safety plan, traffic management plans and environmental plans to the Engineer. Thereinafter payment shall be on a monthly pro-rata basis for the remainder of the contract period.

Item 1.4.2 Prepare and Implement Traffic Management Plan – Payment of 20% of the Lump sum rate upon submission and approval of traffic management plans for all sites. Thereinafter payment shall be on a monthly pro-rata basis for the remainder of the contract period subject to implementation of traffic management in accordance with the contract specification.

Note: Item 1.4.1 & 1.4.2 are not applicable for this tender, the lump sum payments will be based on progressive payments.

Item: Reinforced Concrete Culvert Twin Cell

Milestone	Price	Payment Schedule
Methodology, QA and Works Programme	N/A	80% upon submission and the remaining after approval
Manufacture and supply of precast units		100% upon arrival to site
Construct base slab, apron and cut-off wall. This includes any footing treatment.		On completion
Install Precast Units		On completion
Backfill and construct concrete slab across waterway		On completion
Approach slab		On completion

1.5 Currency of Payment

All prices shall be in Fiji Dollars (FJD-VIP).

1.6 Bill of Quantities

Refer to the table below for the summary of the Bill of Quantities for Nadarivatu Weir Accesses Road.

item	Description	Amount
1.0	Preliminary and General	
1.1	Complete Design with Engineer Certification	
1.2	Remove existing fence and Excavation Works	
1.3	Dispose all excavated and demolished waste material.	
1.4	Backfilling and compaction to achieve platform for boulders and sheet piling and bank protection	
1.5	Laying of Geo-fabric	
1.6	Sheet piling	
1.7	Laying boulders	
1.8	Completion of backfilling to ground level and tidy up	
2.0	Fencing and re-instatement	
2.1	Construction of fencing around the H-pole	
2.2	Backfilling and Crushed metal works	
	Total Cost (VIP)	

B. CONTRACT AGREEMENT

C1 CONDITIONS OF CONTRACT

1.1 PARTICULAR CONDITIONS

The General Conditions of Contract are the NZS 3910:2003 Conditions of Contract for Building and Civil Engineering Construction), modified as set out in these Particular Conditions. Clause numbers refer to the General Conditions, or are additional clauses.

3 PERFORMANCE BOND

3.1 Contractors Bond

Delete sub clause 3.1.2 and replace the following new paragraph

The Contractor to shall submit a performance guarantee which shall be equivalent to 10% of the value of the contract prior to signing the Letter of Acceptance (This Section Clause Is omitted)

NOTE: This is only applicable if contractor is requesting for advance payment.

5 GENERAL OBLIGATIONS

5.10 Programme

Delete sub clause 5.10.1 and replace with the following new paragraph

The Contractor shall submit a detailed time programme to the Engineer within 10 Working days after the date of Letter of Acceptance and thereafter submit a revised programme on a monthly basis.

Add new sub clause 5.19 after sub clause 5.18

5.19 Priority of Documents

The documents forming the contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Contract Agreement (if any)*
- b) The Letter of Acceptance*
- c) The Letter of Tender*
- d) The Particular Conditions*
- e) These General Conditions*
- f) The Specification*
- g) The Drawings, and*
- h) The Schedules and any other documents forming part of Contract.*

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

10 TIME FOR COMPLETION

10.3 Extension of Time for Completion

Add a new subparagraph (g) after clause 10.3 (f) as follows:

g) Weather sufficiently inclement to interfere with the progress of the works over and above an allowance of 5 wet days per month (The Contractor shall provide sufficient site records and/or Meteorological Service Head Office data to substantiate the claim for an extension of time and shall provide this evidence to the Engineer within 20 days of the weather event occurring).

NZS Clause	Item	Entry
NA	Employer's name and address:	ENERGY FIJI LIMITED 2 Marlow Street Suva
	Contractor's name and address:	<i>[insert following award of Contract]</i> Email Telephone number Facsimile number
6	Engineers name and address:	To be appointed by EFL
10	Time for Completion of the Works:	The time for completion shall be 2 months
11	Defects Notification Period	One (1) year for structures (Culverts, headwalls, rock lining, energy dissipation, low level crossing, ford crossing, concrete pavement, concrete strips etc.)
NA	Sections	No Sections are defined for this Contract
	Governing Law:	Laws of Fiji
	Ruling Language:	English
	Language for Communications:	English
10.1	Commencement Date	The Contractor shall commence the Contract Works within 5 working days after receiving the LPO from EFL, unless agreed by both parties.
3.1	Amount of Contractors Bond	N/A

10.5	Liquidated damages for the Works	\$ 300 per day
10.5	Maximum amount of delay damages	10% of the Contract Sum
12.3	Percentage of Retention	10%
12.3	Limit of Retention Money	No limit
12.2	Minimum amount of Progress Payment Schedule	\$ 30,000
1.4.2	Currency of payment	Fiji Dollars only
	a) Period of submission of evidence of insurance	Within 10 working days after Letter of Acceptance
	Maximum amount of deductibles for insurance of the Employers risks	\$ 10,000
8.3	Minimum amount of Public Liability Insurance	\$ 0.5 million per occurrence, with no limit on number of occurrences
8.5	Insuring Party of Contractor's Personnel:	Contractor
8.5	Minimum amount of insurance for Contractor's Personnel	\$ 100,000 per occurrence, subject also to Fiji Law
	The place of arbitration shall be	Suva, Fiji
	Legal Registered Tenderer's Name:	Signed:

1.2 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract shall be the NZS 3910 Conditions of Contract for Building and Civil Engineering Construction, 2003.

A copy of the NZS 3910 (2003) will be available for inspection at the office of the Engineer while originals can be downloaded online from the NZS website.

C2 SPECIFICATIONS

2.1 General

2.1.1 Scope of Works

Summary of Work: The CONTRACTOR shall furnish all labour, materials, and equipment necessary to Install all temporary and permanent sheet piling, including wales, tie rods, and bolts, for the structure and submit with the Drawings and design signed and sealed by a Professional Engineer registered in the Fiji Institute of Engineers.

Related Work Specified Elsewhere:

SUBMITTALS:

The CONTRACTOR shall make submittals for Steel Sheet Piling. The CONTRACTOR shall be responsible for coordination of materials, equipment, and installation regardless if the submittals are made together or separately.

For Permanent Sheet Piles

- The CONTRACTOR shall submit the steel sheet pile design signed and sealed by a Professional Engineer registered in the Fiji Institute of Engineers.
- Submit fabrication and erection drawings for piling, wales, tie rods, and accessories prior to installation signed and sealed by a Professional Engineer registered in the Fiji Institute of Engineers.
- Materials submission as prior to installation.
- Pile driving installation plan.
- For Temporary and Permanent Sheet Piles:
- Make and model of pile-driving hammer.
- Weight of cap block assembly, cushion dimensions, type of cushion material, and cushion stiffness.
- If used materials are proposed by the CONTRACTOR, the CONTRACTOR shall submit detailed photos of all used materials and the location of these materials. The CONTRACTOR shall afford the EFL Engineer's the opportunity to view all used materials during the standard review period for any submittals associated with that material.

During pile driving, the CONTRACTOR shall submit records to the EFL Engineers each day including the following for each temporary and permanent sheet pile:

- i. Name of structure and pile number
- ii. Driven pile length
- iii. Pile length after cut off
- iv. Pile cut off and tip elevations
- v. Ground surface elevation during driving
- vi. Final driving resistance and pressure gauge readings or hammer stroke



- vii. Date and time of day pile is driven
- viii. Heaving or re-driving data
- ix. Remarks concerning pile-driving operations

2.1.1a. RESPONSIBILITIES:

- a. The CONTRACTOR shall be responsible for layout of the piles to the location shown/given on the Drawings by the contractor's structural engineer.
- b. The CONTRACTOR shall establish monitoring devices and benchmarks as required to complete the WORK.
- c. The CONTRACTORS Engineer shall provide elevation reference for the CONTRACTOR to mark each pile along its entire length at one (1) foot intervals and along at least the last foot of driving at one (1) inch increments, so as to permit determination of the pile tip elevation and corresponding driving resistances during driving.

2.1.1b. INSPECTION COORDINATION:

The CONTRACTOR shall provide daily access to the WORK for the EFL Engineers as requested for inspection. The CONTRACTOR shall provide at least 48-hour advance notice of its intention to begin new WORK activities.

2.1.1c. WARRANTY:

The CONTRACTOR shall warrant the EQUIPMENT, MATERIALS and PRODUCTS specified in this SECTION against defective materials and workmanship with the MANUFACTURER's standard warranty, but for no less than one (1) year from the date of Substantial Completion.

The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion

2.1.1d. DRIVEN STEEL SHEET PILES:

The CONTRACTOR shall provide Steel Sheet Pile and state in design with method statement accordance with the following:

Sheet piles shall have the minimum geometric properties shown on Drawings.

Steel sheet piles may be provided in "used" condition such that they meet the minimum geometric properties, have minimal superficial corrosion, and meet the minimum material requirements provided in this SECTION. If used sheet piles are utilized, the existing web and flange thicknesses shall be a minimum of 85% of the original mill thickness.

Sheet piles shall not have a camber or sweep in excess of the permitted mill tolerance.

Store on platforms, skids or other supports at the Site and support to prevent excessive deflection.

The CONTRACTOR shall drive steel sheet piles to the specified elevation.

The CONTRACTOR shall provide equipment for driving steel sheet piles as required to complete the WORK and as specified below:



The sheet piles shall be driven with an approved single, partial double-acting or double-acting steam, air, diesel or vibratory hammer.

The pile driving hammer shall be operated at all times at the speeds and conditions recommended by the hammer MANUFACTURER.

The boiler or compressor capacities for the steam or air-operated hammers shall be sufficient to operate the hammer continuously at the full rated speed and energy.

For the steam- or air-operated hammer drivers, the CONTRACTOR shall provide a pressure gauge to be located on the hammer steam or airline in a position such that it can be clearly read by the pile driver operator.

For the double-acting diesel hammers, the CONTRACTOR shall provide a pressure gauge to be located in a position such that it can be clearly read by the pile driver operator.

For a single-acting diesel hammer, the CONTRACTOR shall mark the ram as approved by the Contractor's Engineer to permit determination of the stroke.

The CONTRACTOR shall provide pile driving equipment and drive steel sheet piles in accordance with the following:

Templates: A template shall be provided for each location and be constructed to locate the relative position of the proposed piling layout.

Equipment for Driving Steel Sheet Piles: All pile-driving equipment shall be subject to the LTA's & Ministry of Labours approval after inspection at the job Site. At any time during the progress of the WORK, equipment, which in the EFL's Engineers opinion, is in poor operating condition will not be approved for pile installation.

2.1.1e. Driving Procedure:

Sheet piles shall not be driven until inspected and approved for driving.

Drive piles in contact with surrounding soil and leave all permanent piles in place.

2.1.1f. Cut-off:

Piles shall be cut off perpendicular to the vertical axis of the pile and to within one half inch of the cut-off elevation indicated.

Remove the portion of the pile cut off from the Site.

If excavation is required to achieve pile cutoff, remove the excess excavated materials as directed by the Contractor's Engineer.

Splicing shall not be permitted without Joint approval of the EFL Engineer & Contractors Engineer.

Note: Bidders are to submit concept design to secure the pole with bid submission. Bidders can propose any alternative economical design with permanent solutions.

"Note: All the Works mentioned above are to achieve standards acceptable to EFL Engineer and relevant standards."

Mechanical properties

PU steel sheet piles can be supplied in grades up to yield strength of 430 N/mm².

Dimensions and sectional properties

The PU steel sheet piles are available in the following sizes:

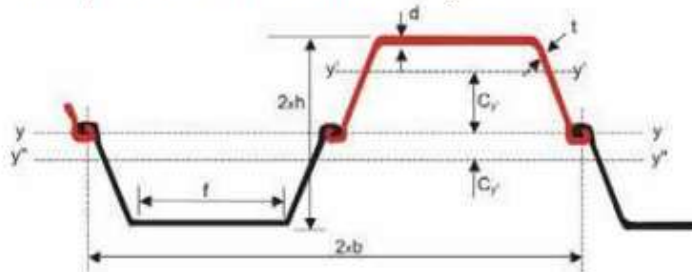


Figure 11 – PU Steel Sheet Piles: Dimensions

Section	Flat of pan	Thickness of		C_y	C_z	Mass per m	Section area A	Section Modulus Z_y	Moment Of Inertia		Radius of gyration r			
		pan	web						I_y	I_z				
	h	b	f	mm	Mm	kg/m	cm ²	cm ³	cm ⁴	cm ⁴	cm			
PU 6	per pile	113	600	330	7.5	6.4	68.9	23.0	45.3	57.7	146	1,290	23,900	4.73
	per m wall								75.0	96.0	600	6,720	-	8.36
PU 8	per pile	140	600	317	8.0	8.0	81.5	27.2	54.5	69.5	232	2,360	30,062	5.82
	per m wall								91.0	116.0	830	11,610	-	10.02
PU 12	per pile	180	600	257	9.8	9.0	100.4	33.5	65.9	84.0	366	4,450	34,937	7.28
	per m wall								110	140.0	1,200	21,550	-	12.41
PU 16	per pile	190	600	303	12.0	9.0	115.8	38.6	74.7	95.2	405	5,560	38,037	7.64
	per m wall								124	159.0	1600	30,520	-	13.87
PU 20	per pile	200	600	365	12.4	9.7	125.3	41.8	84.7	107.9	480	7,080	46,021	8.1
	per m wall								141	180.0	2000	39,970	-	14.92
PU 25	per pile	226	600	339	14.2	10.0	142.1	47.4	94.1	119.9	588	9,670	49,089	8.98
	per m wall								157	200.0	2,500	56,500	-	16.81
PU 32	per pile	226	600	341	19.5	11.0	148.6	49.5	114.6	146.0	645	11,100	55,134	8.72
	per m wall								191	243.0	3,200	72,260	-	17.23

Table 30 – PU Steel Sheet Piles: Section sizes

Disposal Areas

All the excavated waste material shall be removed from the work site legally disposed of on the day of excavation. Stockpiling or dumping of excavated material within the road reserve is not acceptable without prior approval of the Engineer.

2.1.1g. Fence: The fence shall be reinstated after the completion of the earthworks. The original fence line and details shall be maintained.

“Note: Variation- No Variation will be allowed unless changes in scope or design by EFL.”

2.1.4 Stockpiles and Disposal Areas

All excavated waste material shall be removed from the work site and legally disposed off on the day of excavation. Stockpiling or dumping of excavated material within the road reserve is not acceptable without prior approval of the Engineer.

Stockpile locations for pavement aggregate within road reserves shall be approved with the Engineer prior to use.

2.1.5 Land Entry Agreement

The Contractor, under the supervision of the Engineer shall be responsible for arranging land entry agreements to fulfill the Contractual requirements and must comply with all the conditions of access on to the land.

2.1.6 Publicity and Public Relations

Best possible public relations are to be maintained at work sites where the general public or any individuals are affected prior to, during, and after works are completed. The Contractor's staff shall be courteous to the public at all times, and shall not offer an opinion to any member of the public on work being carried out.

No public communication or announcement at any time to any third party, including any section of the media, about the Contract or the project shall be made by the Contractor without gaining written approval from the Employer beforehand.

All reasonable steps shall be taken to ensure that all affected property owners and occupiers, public transport operators, and any other identifiable groups or individuals are notified to the effect that the Works will have on them, the proposal timeframe and the contact person and day and night telephone number(s), should they have any problems. This notification shall be carried out a minimum of two days prior to the relevant work commencing.

The Contractor is to supply a draft letter to the Engineer for approval.

The letter must include;

- Explanation of work
- Date of disruption
- Contract number
- Contractor's name
- Information pertaining to site specific controls
- Access restrictions

2.1.7 Environmental Management

The Contractor shall comply with the Environmental Management Laws of Fiji. Prior to the commencement of works an Environmental Management and Monitoring Plan (EMMP) shall be prepared and submitted to the Engineer for review. The plan shall be finalized to incorporate any changes required by the Engineer and complied with for the duration of the Contract.

All works are to be programmed, constructed and maintained so as to minimize the impacts on the surrounding environment.

The EMMP shall as a minimum address:

- Stockpiles and disposal
- Dust Control

- Drainage and water crossing
- Sediment and storm water control
- Spill response and contamination

Before beginning works on any site, the Contractor shall ensure that the environmental safety measures are constructed and operational. Further, the Contractor shall have in place all contingency plans and emergency plans and procedures before starting work.

All incidents with possible significant environmental affects or outcomes shall be reported immediately to the Engineer.

The Following Conditions should be strictly followed by the Contractor.

- Earth works and construction works must cease during periods of heavy rain and adverse weather conditions.
- Works hours must be confine to daylight hours only from 7am-6pm. Works is prohibited at night. (unless written approval from Engineer)
- Refueling of vehicles and machineries must be undertaken 100m away from any waterways, in a bunded area to contain potential spills. Proper spill kits and spill procedures must be in place for any fuel or chemical spill.
- Contractor is strictly prohibited from washing his vehicles and machines in the water ways. If machinery is working adjacent or in the water, the machinery to be free from oil and fuel leaks.

2.1.8 Health and Safety at Work

The Contractor's responsibilities under this clause shall include but not limited to its obligations under the Health and Safety at Work Act 1996 (HSWA).

2.1.9 Safety Fines

The below listed SAFETY FINES shall be assessed against the offending Contractor for violations of the Project Safety Programme and standards by the Contractor and his sub-contractor's personnel as follows:

VIOLATION	FINE	REMARK
Working on site without Safety Orientation	FJD 500	Person will be removed from site until Safety Orientation carried out
Working on site without health and safety training Card	FJD 500	Person will be removed from site with immediate effect
Not wearing a safety helmet (hard hat) where required.	FJD 150	Second offence FJD500. Person to be removed from site for the third offence
Not wearing safety work boots	FJD 150	Second offence FJD500. Person to be removed from site for the third offence
Not wearing proper safety eyewear for working task	FJD 150	Second offence FJD500. Person to be removed from site for the third offence
Not wearing proper hearing protection for working task	FJD 150	Second offence FJD500. Person to be removed from site for the third offence

Not wearing reflective vests	FJD 150	Second offence FJD500. Person to be removed from site for the third offence
Not wearing proper fall prevention equipment if required	FJD 1000	Person will be removed from site with immediate effect
Not wearing appropriate PPE for specific tasks being undertaken	FJD 150 -1000	Dependent upon task being carried out
Urinating in areas other than proper temporary toilet facilities	FJD 500	Person will be removed from site with immediate effect
Defecating in areas other than proper temporary toilet facilities	FJD 500	Person will be removed from site with immediate effect
Remove guardrail or barricade protection	FJD 1000	Person removed from site immediately
Smoking in the site (other than designated areas permitted)	FJD 300	Violator to be immediately removed from Project site
Use of mobile phones when in operation of plant, machinery and/or tools	FJD 300	Person will be removed from site with immediate effect
Material not secured in open	FJD 500	Second offence FJD1500. Person to be removed from site for the third offence
Operate Plant and/or Equipment without relevant Certification	FJD 300	Second offence FJD900. Person to be removed from site for the third offence
Riding in/on operational/moving Plant and Equipment as a passenger	FJD 300	Second offence FJD900. Person to be removed from site for the third offence
Plant and/or Equipment traveling over designated speed limits	FJD 300	Second offence FJD900. Person to be removed from site for the third offence
Working on electrical equipment or cables without correct certification for task	FJD 300	Second offence FJD900. Person to be removed from site for the third offence
Possession of alcohol at site and/or being under the influence of alcohol	FJD 1000	Person will be removed from site with immediate effect
Possession and/or use of non-prescription Drugs at site	FJD 1000	Person will be removed from site with immediate effect
Possession of firearms and/or weapons	FJD 1000	Person will be removed from site with immediate effect
Possession of Fireworks and/or illegal Explosives at Site	FJD 1000	Person will be removed from site with immediate effect
Fighting/Assault	FJD 1000	Person will be removed from site with immediate effect
Dangerous and/or unsafe behavior on Site	FJD 500	Person will be removed from site with immediate effect

Commencing works with no (agreed) Method Statement	FJD 500	Works shall be put on hold until Method Statement submitted and approved
Executing works not in compliance with approved Method Statement	FJD 500	Second offence FJD1500. Person to be removed from site for the third offence
Not complying in accordance with General Requirement specification	FJD 100 - 1000	At the Employers, and/or Contract Administrators discretion
Not carrying out works in compliance with Temporary Works Traffic Management Planning Guidelines	FJD 1000	Works shall cease until Contract Administrator approved otherwise and Person will be removed from site period
Non installation of each approved traffic and notification signages	FJD 3000	Works shall cease until Contract Administrator approved otherwise

No Contractor shall pass on a violation cost to any employee. All violation fines shall be withheld by the Contract Administrator from the monthly valuation payments. On the occurrence of the first violation, the Contractor shall be instructed in writing by the Contract Administrator to remedy the violation within a specified time. Where the Contractor fails to remedy the safety violation within the time stipulated, the Contractor shall be prohibited from carrying out any further work within the affected area until the specific exposure has been corrected.

On the occurrence of further violations, the severity of each violation shall be considered by the Contract Administrator and the Contractor will be instructed accordingly. Where the Contractor unreasonably ignores the Contract Administrator's instructions, then the foreman and/or operatives responsible for operations in the area where the safety violations are occurring shall be dismissed from the Project.

a) Health and Safety Plan

Pursuant to the HSWA and in accordance with the Specification, the Contractor shall establish and maintain a Health and Safety Management Plan appropriate to the works. The plan shall take cognizance of any hazards identified by the Contractor and shall be submitted to the Engineer within twenty-one (21) days of the Letter of Acceptance.

The Contractor shall take all necessary precautions for the safety of the public, traffic and workers employed on or near the works and shall comply in all respects with the HSWA including the latest revisions and amendments.

The Contractor's health and safety plan shall include but is not limited to:

- i. Contractor's safety policy
- ii. Contractor's safety training procedures
- iii. Site Safety management organization
- iv. Site safety personal
- v. Schedule of known hazards on Site
- vi. Procedure for identifying and assessing hazards
- vii. Procedure for recording of accidents
- viii. Procedure for dealing with emergencies that may arise while employees are at work
- ix. Procedure for evacuation of injured person to an appropriate medical facility

- x. Procedure for evacuation of the Site
- xi. Procedure for monitoring health and safety performance
- xii. Procedure for monitoring the health of employees where they are exposed to hazard
- xiii. A copy of the Health and Safety Plan shall be maintained on site at all times, updated as necessary and made available to the Engineer upon request.

b) Induction and Training

It is the Contractor's responsibility to ensure that all personnel and visitors to the site are familiar with the requirements of the Health and Safety Plan. The Contractor shall provide, maintain and enforce the appropriate use of compliant personal protective clothing and other safety equipment, for all personnel and visitors.

Meeting these requirements shall not relieve the Contractor of any of its responsibilities to comply with the conditions of Contract or the Health and Safety at Work Act 1996.

2.1.9 Construction Programme

The Contractor shall submit a detailed programme to the Engineer within ten (10) days from the date of the Letter of Acceptance. The programme shall clearly demonstrate the Contractor's ability to undertake the works as per the Contract requirements together with the Due Completion Dates.

The programme shall show the critical path and baseline details.

The programme shall be in a detailed bar chart divided into two (2) weeks. It shall indicate clearly which parts of the works are to be under construction at any given time and the total planned duration of each part. The total planned duration shall be inclusive of all reinstatement.

The Contractor is required to submit a Revised Works Programme on a monthly basis.

2.1.10 Contract Meetings

Regular meetings shall be held to discuss matters including progress measured against the approved programme, claims, quality compliance, variations and any other matter of concern. The meetings shall be held at either the work site or at the Engineers office as agreed by the both parties. A detailed record of these meetings shall be prepared by the Contractor and circulated to attendees within 48 hours of the meeting.

2.1.11 Quality Plan

A Contract Quality Plan (CQP) shall be prepared and submitted by the Contractor for the Engineers approval prior to commencement of work and shall demonstrate the Contractor's ability to meet all Contractual technical and testing requirements using suitable work practices, in association with providing adequate quality, health and safety and environmental systems. The Engineer shall review the CQP and provide feedback to the Contractor sufficient to allow finalizations and approval of the CQP.

The CQP shall include as a minimum of the following:

- a) Contractor's key personnel and responsibilities
- b) Material Sources
- c) Hold Points – Points beyond which work shall not proceed until the Contractor can demonstrate that all work up to that point meets the requirements of the contract. This will demonstrate that the Contractor fully understands the methodology for completing the works.

- d) Schedule of Tests/Checks – a schedule of all testing/checking to be undertaken to verify the quality of Plant, materials and workmanship.

2.1.12 Traffic Management

The FRA Interim Manual for Signage and Pavement Marking, Section E, Road Works Signage and Management shall apply subject to the following changes:

- a) Replace all references to Department or FRA in the Manual with 'Contractor'.
- b) The Contractor shall organize and carry out works in such a manner as to eliminate or at least minimize inconvenience or delay to road users while still providing safe conditions for both workers and the public.
- c) The Contractor shall take full responsibility for all actions taken by subcontractors engaged under this Contract including utility authorities.
- d) Sufficient restrictions and signs shall be used without being over restrictive. Warning signs and traffic control equipment shall be clearly visible to the road users.
- e) Equipment shall comply with Section B Equipment of the New Zealand Transport Agency Code of Practice for Temporary Traffic Management, Third Edition: March 2006 Update.

A formal Traffic Management Plan (TMP) shall be prepared and submitted by the Contractor to the Engineer prior to commencement of work and shall demonstrate the Contractors ability to manage the traffic such that the site(s) is/are safe at all times and disruption to traffic flow is kept to a minimum. The Engineer shall review the TMP and provide feedback to the Contractor sufficient to allow finalization and formal approval of the TMP.

The TMP shall: -

- a) Be consistent with the general specifications and shall include diagrams or layouts of signs and delineation devices proposed for all the situations that may be encountered.
- b) Include a layout diagram of the work site
- c) Include temporary speed restrictions which must be authorized in writing by the Engineer prior to commence of the works. Temporary speed limits shall be the maximum that is consistent with the safety of the work, workers and road users. Unnecessarily low temporary speed restrictions shall not be used.
- d) Be kept on site and made available for inspection when requested by the Engineer.

In general, the following shall apply in regards to traffic management: -

- i. The Contractor shall monitor the sign layout regularly and if necessary vary it to ensure that it meets the requirements of this specification.
- ii. Signs, barriers and safety delineation equipment that is no longer required shall be removed or covered immediately.
- iii. Without causing damage, the Contractor shall cover conflicting permanent signs until the work is completed or there is no conflict with work site signs.

2.1.13 Condition of Road Surface

The contractor shall carry out construction in a manner that protects the Works and permits the safe and convenient passage of the traffic through the site(s) with a minimum of delay. The road length shall be maintained firm, relatively smooth and readily negotiable to all traffic under all weather conditions. The Contractor shall leave the work site in a safe and trafficable condition at the end of each day's work such that;

- a) No temporary speed restriction is required or
- b) Appropriate traffic control measures are in place to ensure safe use of the road while the site is unattended.

2.1.14 Survey and Setting Out

It shall be the Contractor's responsibility to set out the works based upon the information supplied. The Engineer shall be given the opportunity to review the setting out prior to construction commencing.

It is expected that lift pegs shall be installed and used in order to ensure adequate width, shape and depth of pavement construction is achieved. Checks of lift pegs will be undertaken and measurement of quantities shall be assessed based on these checks.

2.1.15 Services Identified and Relocation

The Contractor is responsible for locating all services prior to construction.

The Contractor shall physically locate all underground services before commencing with any excavation. The Contractor shall expose all existing underground services, public and private as required. If failure to explore ahead necessitates altering work already done, then the cost of altering shall be borne by the Contractor.

Where existing services are damaged by trenching work, the Contractor shall immediately advise the Engineer and shall arrange for the service to be repaired by the appropriate authority.

In consultation with the service provider and the Engineer, those services requiring to be relocated shall be identified and the extent and cost of relocation agreed prior to construction.

2.1.16 Progress Reporting

Monthly progress reports shall be prepared by the Contractor and submitted to the Engineer, using the template included in Annex XIV. The monthly reports shall be submitted for each completed or partially completed month. Reporting shall continue until the Contractor has completed all the work known to be outstanding at the date stated in the Taking-Over Certificate of the works or section.

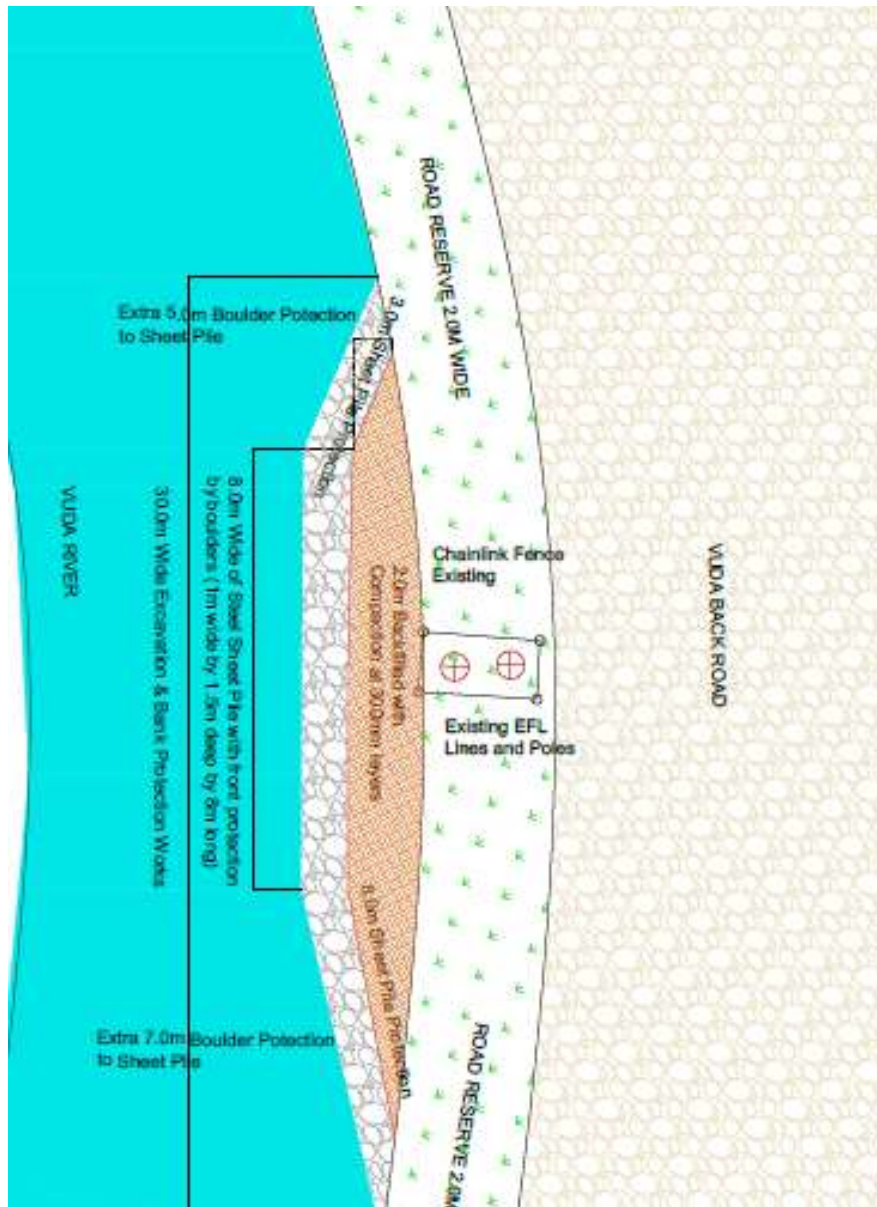
In addition to the Monthly Reports the Contractor shall submit a one (1) page Weekly Progress Report which shall be submitted to the Engineer no later than 4pm every Fridays throughout the course of Works. The Weekly Reports shall record; progress made during the week and works proposed for the following week, issues and risks affecting progress, including weather resources, sub-contractors, other suppliers or any other relevant matters. Progressive site photographs to be appended.

2.1.17 Claims for Payment

Claims for payment must be presented in the format of the Bill of Quantities. All payments will be made once the contractors loges the claim and a joint inspection by EFL Engineer and Contractors representative. All the works for the claim should meet the highest standard stipulated in the tender document and relevant industry standard before payments can be made.

C3 DRAWINGS

2.1 Typical Cross Section



Note: The cross-section portrays the installation requirements with RIP RAP boulders.

ANNEX IV
PROPOSAL SUBMISSION FORM
Invitation to Tender no: MR11/2023
Slippage Rectification (Sheet Pile Works)

Tender MR 11/2023 – Slippage Rectification (Sheet Pile Works) at the Cable Termination Pole no. 1A and 1B (part of Vuda – Waqadra C & D 33kV Circuit) in Vuda Back Road, Vuda

Energy Fiji Limited (EFL)
Supply Chain Unit
Private Mail Bag
Suva – Fiji

Dear Procurement,

Having examined the Solicitation Documents for the MR 11/2023 Slippage Rectification (Sheet Pile Works) at the Cable Termination Pole no. 1A and 1B (part of Vuda – Waqadra C & D 33kV Circuit) in Vuda Back Road, Vuda , the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute and complete the works within the time for completion and remedy any defects therein in conformity of Invitation to Tender and the Conditions therein for the Proposal Price taken from the completed Bill of Quantities, namely \$_____ (in words, _____).

We acknowledge that:

- EFL may exercise any of its rights set out in the Invitation to Tender documents, at any time;
- The statement, opinions, projections, forecasts or other information contained in the Invitation to Tender documents may change;
- The Invitation to Tender documents are a summary only of EFL's requirements and is not intended to be a comprehensive description of them;
- Neither the lodgment of the Invitation to Tender documents nor the acceptance of any tender nor any agreement made subsequent to the Invitation to Tender documents will imply any representation from or on behalf of EFL that there has been no material change since the date of the Invitation to Tender documents, or since the date as at which any information contained in the Invitation to Tender documents is stated to be applicable;
- Excepted as required by law and only to the extent so required, neither EFL, nor its respective officers, employees, advisors or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the Invitation to Tender documents.

We undertake, if our proposal is accepted, to commence and complete the full scope within the time frame stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.



Date this _____ day of _____, 2023

Firm / Institution:

Signature of Witness:

Representative:

Address of Witness:

Position of Representative:

Address of Representative:

ANNEX V
TECHNICAL PROPOSAL SUBMISSION FORM
Invitation to Tender no: MR 11/2023
Slippage Rectification (Sheet Pile Works)

PART A: RELEVANT EXPERIENCE

Part A1: Firm / Institution Background

Registered Name:	
Year Established:	
Physical Address:	
Postal Address:	
Telephone Contact:	
Fax:	
Email:	
Contact Person:	
Position of Contact Person:	
Number of Employees:	
Having Sound Financial Statement (Audited) over the last five (5) years	

Part A2: Work Experience

(6 pages maximum, 2 per project)

Using the format below, bidders shall provide¹ details of three (3) projects that demonstrate their experience in completing the following type of work: -

- Drainage and minor earthworks on unsealed roads
- Unsealed road pavement construction
- Drainage structures

Detailed evidence of the proposed subcontractor's relevant experience must also be submitted.

The projects cited must have been completed or substantially completed within the last 5 years and be of a similar nature to this contract.

¹ Bidders who fail to provide the details required above, or whose experience is considered by EFL to be below the standard required for a contract of this nature, may be deemed non-conforming.

Bidder's Experience			
Relevant Experience – Project One ²			
Project Title:		Previous Client Name:	
Project Location:		Project Dates:	<i>[Start Date and Contract Duration]</i>
Contract Value:	<i>[Fiji Dollar Equivalent]</i>	Tenderer's Role:	<i>[e.g. Main Character, Subcontractor, Joint Venture]</i>
Project Description:			
Length of Unsealed Pavement Construction:			
Quantity/type of drainage completed (e.g. water channels, culverts, headwalls):			
Previous client contact name and phone number ³ :			
Names of key delivery team members and roles:			
Names and roles of bidder's subcontractors:			

Part A3: Track Record

(3 pages maximum, 1 per project)

Using the format below, bidders shall provide⁴ details of three (3) projects that demonstrate their track record in completing works similar to the Contract works.

The projects sited must have been completed within the last 5 years, be of a similar nature to this contract and one of the projects must be of at least 25% of the value of the price proposed for this contract.

The areas on which referees will be asked to comment may include:

- Quality of the work,
- Programme achieved versus planned,
- Management style, claims nature,
- Clarity of documentation submitted,
- Health, safety and environmental management,
- Coordination and communication skills (internally and externally),
- Effectiveness of quality assurance systems.

² Add extra pages in the same format for each reference project, up to the number specified.

³ Previous clients or others may be contacted by EFL to verify the information provided.

⁴ Bidders who fail to provide the details required above, or whose track record is considered by EFL to be below the standard required for a contract of this nature, may be deemed non-conforming.

Bidder's Track Record			
Track Record – Project One ⁵			
Project Title:		Previous Client Name:	
Project Location:		Project Dates:	<i>[Start Date and Contract Duration]</i>
Contract Value:	<i>[Fiji Dollar Equivalent]</i>	Tenderer's Role:	<i>[e.g. Main Character, Subcontractor, Joint Venture]</i>
Project Description and key points on Contractor's Performance:			
Client Reference contact name and phone number ⁶ :			
Was the project complete prior to the contract completion date including any extensions of time (if not state reasons why).			
Was the project delivered to the required quality standards and was any rework required.			
Was project completed within the required budget and/or what were reasons for any cost overruns.			

⁵ Add extra pages in the same format for each reference project, up to the number specified.

⁶ Previous clients or others may be contacted by EFL to verify the information provided.

PART B: METHODOLOGY

(3 pages maximum)

A bidder is expected to demonstrate their understanding of the project and the EFL's needs, and the means and methods by which the desired results can be achieved in a practicable and efficient manner.

By answering the questions below, bidders shall describe the methods they will use to carry out the Contract Works on time and to the standards and requirements specified in the Contract⁷.

Methodology

1. Describe the key risks you have identified with this project and state how these will be managed?
2. Detail your proposed methodology for the drainage and pavement construction work including any key hold points.
3. What quality assurance procedures in terms of material quality, pavement depth and width, adequacy of compaction, etc. will you utilize on this contract?
4. What environmental considerations and mitigation measures do you envisage are required to finish this project?
5. Provide a preliminary construction programme demonstrating how you will complete the works within the contract timeframes (the construction programme may be appended and will not be counted in the page allowance).

⁷ Methodologies which fail to satisfy EFL of the soundness of the tenderer's approach to the Works may be deemed non-conforming.

PART C: RESOURCES

Part C1: Materials and Contractors Equipment

(2 pages maximum)

Using the format below, bidders shall submit details of materials and the availability, brand, age and condition of Contractor's Equipment that will be used in the execution of the Works⁸. Tenderers must demonstrate that they own or have the ability to hire the specific plant listed below.

Part C1 Materials and Contractor's Equipment ⁹ (to be used on this Contract)	Tick One		
1. Contractor's Equipment <i>[list]</i>	Already Owned	Will be Purchased	Will be Hired
Grader(s) Roller(s) Watercart(s) Truck(s) Excavator(s)			

⁸ Bidders, whose resources of equipment and materials proposed for the Contract are not considered both sufficient for the Works and plausibly procurable, may be deemed non-conforming.

⁹ Bidders must list all items of Contractor's Equipment to be used on this Contract and ensure all items nominated in the proposal comply with any requirements stated in the specification. All items of the Contractor's Equipment nominated herein must be available for viewing during the tender evaluation process. Tenderers that do not comply with this requirement may be deemed non-conforming.

Part C2: Key Personnel

(2 pages maximum)

Using the table below, for each key role listed, bidders shall describe their proposed team members (one page per role). The CVs for key personnel must also be provided.

It is acceptable for roles requiring partial commitment to be undertaken by the same person, provided they have the appropriate skills^{10 11 12 13}.

List of Key Roles for this Contract:

- Contract Manager / Contractor’s Representative
- Site based Construction Supervisor / Construction Manager

Part C2: Key Personnel [expend space below, to a maximum 1 page per role]			
Role 1: [state role]			
Person’s Name:		Current Commitments:	
Fluency in English		Commitment to proposed Contract	
Spoken:		% of time:	
Written:		Total Hours:	
Relevant Experience and Skills brought to this project:			
Relevant Qualifications and Training for this project:			

¹⁰ Bidders whose resources of key personnel proposed for the Contract are not considered both sufficient for the Works and plausibly procurable, may be deemed non-conforming.

¹¹ Where a key role(s) will be performed by the subcontractor, this should be clearly stated and the same information provided.

¹² The successful bidder must provide the team members proposed in its proposal, or others of equivalent caliber, for the performance of the specified roles. Failure to do so will be regarded as a Contractor default.

¹³ Previous clients may be contacted by the EFL to comment on the team member’s previous performance. Bidders will be deemed to have checked that the previous client contact details are valid and that the previous client and employee are willing for the information to be provided.

Previous Client referee contacts for the person's most recent project:	Previous Client referee, Name and Position: _____ Company: _____ Contact details (phone): _____ Email: _____
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PART D: LOCAL CAPACITY

Part D1: Building Local Capacity

(2 pages maximum)

Using the format below, bidders shall describe their proposals for engagement and development of local (Fijian) professional staff, tradespersons and laborers, residing nearby the vicinity of the proposed works area.

The submission must identify the bidder's commitment to engaging Fiji based personnel and indicate how the bidder intends to further develop the relevant skills and qualifications of local personnel working on the project¹⁴.

Bidders must say how they will build better local capability during the term of the agreement.

<p>1. Local Business <i>[Describe how you will support local business through this contract]</i></p>
<p>2. Professional Staff <i>[Describe ways in which you propose to support and develop local Fijians pursuing construction management roles and/or technical/professional qualifications through this contract]</i></p>
<p>3. Trades Staff <i>[Describe proposed actions to support and develop local Fijians pursuing trade qualifications through this contract]</i></p>
<p>4. Laborers <i>[Describe proposed actions to support and develop local Fijian laborers through this contract]</i></p>

¹⁴ Failure to satisfy EFL that the bidder will take sustainable procurement seriously and provide a meaningful programme of skills transfer appropriate to the nature and duration of the Works may result in the tender being deemed non-conforming.

Part C2: Subcontractors

Using the table below, bidders shall state details of the subcontractors they propose to use for the Contract¹⁵.

Subcontractor 1

Name:

Location:

Proposed Role:

Percentage of Works allocated: _____%

Subcontractor 2

Name:

Location:

Proposed Role:

Percentage of Works allocated: _____%

[Add lines if necessary]

¹⁵ Bidders, whose resources of labor and subcontractors proposed for the Contract are not considered both sufficient for the Works and plausibly procurable, may be deemed non-conforming.

ANNEX VI
FINANCIAL PROPOSAL SUBMISSION FORM
Invitation to Tender no: MR 11/2023
Slippage Rectification (Sheet Pile Works)

SCHEDULE OF RATES OR PRICES

Basis of Proposal

The bidder shall provide details of its Proposal Price by completing the schedule of Rates below.

The Proposal Price shall be the bidder's comprehensive offer of the Contract Price, in consideration of the bidder meeting all obligations, conditions and liabilities under the Contract Agreement and other documents referenced therein, inclusive of the cost of supplying all labor, materials, plant and supervision required to carry out the Contract Works, overheads and profit, subject only to such measurement, evaluation and adjustment as is provided for in the Contract.

Basis of Schedules

Descriptions of various items contained in the Schedule of Rates are not intended to be a complete definition for the scope of the Contract Works, for which reference shall be made to the Specification, Drawings, Basis of Proposal and calculating progress payments and valuing variations.

Abbreviations used in the Schedule of Rates are as per the following table, or otherwise using International System of Unit (SI units):

Abbreviation	Description
LS	Lump Sum
PS	Provisional Sum
PI	Provisional Item
day	Calendar Day
h	Hour
m ²	Square Meter
m ³	Cubic Meter (solid measure)
meas.	Measurable Item

Provisional Items

Provisional Items are items at the EFL's option and are fixed rates or lump sum prices inclusive of overheads and profit. The inclusion in the Schedule of Rates of a Provisional Item does not confer on the Contractor the right to perform the work to which the item relates. Such item shall be carried out only on the instructions of the Engineer and paid for at the rates or lump sums in the Schedule of Rates.

Provisional Sums

Provisional sums are amounts of money for work that may or may not be carried out by the Contractor. Such work shall only be performed on the written instruction of the Engineer.

Records of Measurement

Pursuant to Sub-Clause 12.1 [Works to be Measured] of the General Conditions, where the Permanent Works are to be measured from records, such records (including cross-sections



before and after construction for earthworks), shall be prepared by the Contractor which is to be checked and certified by the Engineer. Typical examples of measurement schedules will be supplied by the Engineer to the Contractor at the first contract meeting.

Units and Pricing

Definitions of units and their abbreviations used in the Schedule of Rates shall be consistent with SI units as defined in NZS 6501. When the price for an item is left blank, the figure zero (0) shall be inferred and the cost of the item shall be deemed to be covered elsewhere in the Schedule of Rates.

Basis of Payment

Payments will be based on a measure-value contract whereby payments are done in accordance to work performed and to verified Bill of Claims.

Currency of Payment

All prices in the proposals must be presented in Fiji Dollars (FJD) and should be inclusive of all taxes, duties VAT as applicable.

Bill of Quantities

item	Description	Amount
1.0	Preliminary and General	
1.1	Complete Design with Engineer Certification	
1.2	Remove existing fence and Excavation Works	
1.3	Dispose all excavated and demolished waste material.	
1.4	Backfilling and compaction to achieve platform for boulders and sheet piling and bank protection	
1.5	Laying of Geo-fabric	
1.6	Sheet piling	
1.7	Laying boulders	
1.8	Completion of backfilling to ground level and tidy up	
2.0	Fencing and re-instatement	
2.1	Construction of fencing around the H-pole	
2.2	Backfilling and Crushed metal works	

	Total Cost (VIP)	

ANNEX VIII
HEALTH AND SAFETY QUESTIONNAIRE
Invitation to Tender no: MR 11/2023
Slippage Rectification (Sheet Pile Works)

Health and Safety Questionnaire

Bidders shall complete the following Health and Safety Questionnaire¹⁶ and submit it with their tenders¹⁷.

Health and Safety Management		
Is the bidder aware of its responsibilities relating to health and safety at work as contained in the Fiji Health and Safety at Work Act 1996?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the bidder's health and safety management systems comply with the Act in regards to the duties placed on the bidder as the Principal?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the bidder have written health and safety procedures in place?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If the bidder answered "yes" to the previous question, do the procedures clearly identify responsibilities and actions to be followed by its personnel?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Subcontractors		
Does the bidder engage subcontractors? <i>(If no, skip the remainder of this section and go straight to Training)</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the bidder audit and/or take responsibility to manage its subcontractors for health and safety on a regular basis? <i>(if yes, please give details)</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Training		
Does the bidder have a health and safety induction/orientation programme for new workers and visitors to site(s)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Hazard Management		
Does the bidder have a hazard register and procedures for advising, eliminating, isolating and minimizing significant hazards?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Accident Statistics		
Number of workplace facilities in the last 36 months:		
Number of serious harm workplace accidents in the last 36 months:		
Number of workplace accidents resulting in notifiable environmental damage or pollution in the last 36 months:		
Number of improving notices, prohibition notices or prosecutions issued by the relevant regulating authority in the last 36 months:		
Number of instances of damage to power cables, water or gas mains in the last 36 months:		
Average number of bidder employees per year to which above statistics apply:		

¹⁶ Failure to satisfy EFL that the bidder has, or will have, in place systems to adequately manage the health and safety aspects of the works may result in the proposal being deemed non-conforming and the proposal not being evaluated further.

¹⁷ Joint Venture bidders must complete the Questionnaire in respect of each partner.

ANNEX IX
SCHEDULE OF COMPLIANCE AND DEPARTURES
Invitation to Tender no: MR 11/2023
Slippage Rectification (Sheet Pile Works)

Schedule of Compliance and Departures

(1 page maximum)

Using the format below, bidders shall provide details of any non-compliances and departures from the requirements of the Invitation to Tender. EFL reserves the right to reject any proposal that contains non-compliances and departures which it deems unacceptable and which the bidder declines to remove or amend when asked to do so. Even departures acceptable to EFL may result in adjustment to the price for the purposes of comparison of proposals.

Schedule of Compliance and Departures		
Clause reference in TENDER	Detailed description of the departure or non-compliance ¹⁸	Perceived benefit to EFL (if any)
We, the bidder, confirm that our proposal is fully compliant with the requirements of the Invitation to Tender, except in the respects scheduled above.		

¹⁸ If any non-compliances or departures come to light that are not listed in this schedule, they need not be considered as such by EFL and the requirements of the Contract may be enforced at no penalty to EFL.

ANNEX X
BIDDER'S INSURANCE STATEMENT
Invitation to Tender no: MR 11/2023
Slippage Rectification (Sheet Pile Works)

Bidder's Insurance Statement

(1 page maximum)

Using the format below, bidders shall undertake to provide the insurances set out in the conditions of contract¹⁹.

Bidder's Insurance Statement

Statement by the Bidder

In accordance with the requirements of the Invitation to Tender, this is to confirm the insurance arrangements that we undertake to make in relation to the Contract, should our proposal be successful.

We have supplied our insurer or broker with a full copy of the Invitation to Tender and they have agreed to effect on our behalf insurance policies which satisfy the Agreement's requirements for:

- Insurance for Works (Sub-Clause 8.1 in NZS 3910)
- Insurance for Contractor's Equipment (Sub-Clause 8.2 in NZS 3910)
- Insurance for Public Liability (Sub-Clause 8.3 in NZS 3910)
- Motor Vehicle Third Party Property Damage and Legal Liability Insurance (Sub-Clause 8.3 in NZS 3910)
- Insurance for Contractor's Personnel (Sub-Clause 18.4)

We acknowledge that after award of the Contract

- Evidence of the Contract insurances will be completed and forwarded to EFL using the insurance information forms in section C12.3 of the Contract.
- Copies of policies and receipts for payment of the current premiums will be forwarded to EFL in accordance with Sub-Clause 18.1 [*General Requirements for Insurances*] of the conditions of contract.

We confirm that we understand and agree to the Insurance Requirements as per Clause 12.3, in particular relating to the use of approved or alternative insurers.

Signed: _____ Date: _____

On behalf of the bidder _____

¹⁹ Bidders who fail to complete the undertaking may be deemed non-compliant and their proposal not be evaluated further.

ANNEX XI
**NZS 3910 GENERAL CONDITIONS FOR CONTRACT FOR BUILDING AND CIVIL
ENGINEERING CONSTRUCTION**
Invitation to Tender no: MR 11/2023
Slippage Rectification (Sheet Pile Works)

Copy can be downloaded from the NZS website.

ANNEX XIII
MONTHLY REPORT TEMPLATE
Invitation to Tender no: MR 11/2023
Slippage Rectification (Sheet Pile Works)

MONTHLY REPORT TEMPLATE

Energy Fiji Limited

Contract Number: - *[insert contract number]*

Contract Name: Nadarivatu Weir Road Upgrading Project

Contractor Name: - *[insert name]*

Monthly Report

[Insert Date]

Contents

1. Summary
2. Contract and Financial Details
3. Outstanding Actions
4. Photographic Record

1.0 SUMMARY

1.0 Progress Summary

Progress to Date in % (Summary BOQ Items)			
	Description	Target	Achievement
1	e.g. Establishment	100%	100%
2	e.g. Drainage	100%	80%
3	e.g. Pavement works		
Physical Overall		XX%	XX%

1.1 Description of Progress to Date

[Word description of progress made during the month]

1.2 Goals and Risks

1.2.1 Achievements Against Goals set Last Month	
1	
2	

1.2.2 Goals for Next Month	
1	
2	

1.2.3 Challenges / Risks Ahead	
1	
2	

1.2.4 Risk Matrix Profile (List Top 5 Risks)		Mitigations
1		
2		
3		
4		
5		

1.3 Health and Safety / Quality

[Describe any issues with Health and Safety of Quality during the month]

2.0 CONTRACT AND FINANCIAL DETAILS

2.1 Contract Details

Contract Details:	
Commencement Date	
Original Contract Period (days)	
Original Completion Date	
Extension of Time Requested	
Extension of Time Approved	
Revised Completion Date	
Forecasted Completion Date	
Defects Period	

2.2 Financial Details

Forecast Final Contract Price	Amount (VEP)
Accepted Contract Amount	\$
Subtotal	\$
Approved Variations	\$
Proposed Variations	\$
Amendments to schedule items (+ or -)	\$
Forecast Final Cost	\$

3.0 OUTSTANDING ACTIONS

3.1 Contractor Actions		By	When
1	None		

3.2 Engineer Actions		By	When
1	None		



TENDER CHECKLIST

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. **Provide a copy of Valid FNU Compliance Certificate (Mandatory Local Bidders 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 01st February, 2023.

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.