

# Energy Fiji Limited



## Tender Document

Tender No. : MR 190/2024

Repair of Access Road to EFL Nabili Weir  
(Taveuni)

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## **1.0 INVITATION FOR TENDERS**

Energy Fiji Limited is inviting bids for the repair of access road to EFL Somosomo Weir. The works includes excavating, grading, supply of aggregate and compaction. The Detailed scope of works listed in the following pages.

Interested bidders may obtain Tender Document at the:

Supply Chain Office  
Energy Fiji Limited  
Head Office  
2 Marlow Street, Suva  
Contact: 322 4360 / 999 2400

All tenders shall submit all documents required as per price template.

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

The tender submissions close on the 19/06/24

## **2.0 INSTRUCTION TO BIDDERS**

### **2.1 Eligible Bidders**

- 2.1.1. This invitation is open to all Bidders who have sound financial background, and have previous experience in road work.
- 2.1.2. Bidders shall provide such evidence of their continued eligibility satisfactory to EFL as EFL shall reasonably request.
- 2.1.3. Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practice.

### **2.2 Eligible Materials, Equipment and Services**

- 2.2.1. The materials, equipment, and services to be supplied under the Contract shall have their origin from reputable companies as specified by EFL and from various countries and all expenditures made under the Contract will be limited to such materials, equipment, and services. Upon request, bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 2.2.2. For purposes of this Contract, "services" means the works and all project-related services including design services.
- 2.2.3. For purposes of this Contract, "origin" means the place where the materials 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.
- 2.2.4. The materials, equipment and services to be supplied under the Contract shall not infringe or violate any industrial property or intellectual property rights or claim of any third party.

### **2.3 One bid per Bidder**

- 2.3.1. Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all those bids to be rejected.

### **2.4 Cost of Bidding**

- 2.4.1. The bidder shall bear all costs associated with the preparation and submission of its bid and EFL will in no case be responsible or liable for those costs.

### **2.5 Site Visits**

- 2.5.1. As stated on the tender advertisement.

## **2.6 Contents of the Bidding Documents**

- 2.6.1. The bidder is expected to examine carefully the contents of this Bidding document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.
- 2.6.2. The following are the mandatory submission of a successful tender bid;
- Pricing Schedule
  - Program of Works
  - Company Profile (Max 2 pages in standard A4)
    - Work History - Project/ Work done with referee, EFL work history.
    - Company background
    - Bidder available resources e.g. Manpower, Machines & Equipment.
    - OHS Policies or Plan
  - Fiji Revenue & Customs Service (FRCA) compliance
  - Fiji National Provident Fund (FNPF) compliance
  - Signed checklist declaration (Appendix 5.1)

Failure to submit required documents may affect bid compliance even make it non-compliance.

## **2.7 Clarification of Bidding Documents**

- 2.7.1. A prospective bidder requiring any clarification of the bidding documents may notify EFL in writing by email addressed to:
- Jitendra Reddy  
Manager Procurement, Inventories & Supply Chain  
2 Marlow Street,  
Suva, Fiji  
Phone: +679 3224 360  
Email: [JReddy@efl.com.fj](mailto:JReddy@efl.com.fj)
- 2.7.2. EFL will respond to any request for clarification which it receives earlier than 5 days prior to the deadline for submission of bids.

## **2.8 Amendment of Bidding Document**

- 2.8.1. At any time prior to the deadline for submission of bids, EFL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda.

## **2.9 Language of Bid**

- 2.9.1. The bid, and all correspondence and documents related to the bid, exchanged between the bidder and the EFL shall be written in the English language.

## **2.10 Bid Prices**

- 2.10.1. Unless specified otherwise, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Supplier's obligations mentioned

in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), testing and delivery.

- 2.10.2. Bidders shall give a breakdown of the prices in the manner and detail called for in this bidding document, or any issued addenda.
- 2.10.3. For Oversea Suppliers, bids shall be given on Cost Insurance Freight (CIF) or Delivery at Place (DAP) basis The point of delivery shall be Suva/Lautoka port for Sea or Nadi Airport for Air. The term CIF & DAP shall be governed by the rules prescribed in the current edition of Incoterms (i.e. the eighth version - Incoterms 2010), published by the International Chamber of Commerce, Paris. Stated Otherwise with validation. (*not applicable*)

## **2.11 Bid Currencies**

- 2.11.1. Prices shall be quoted in a single currency only.

## **2.12 Bid Validity**

- 2.12.1. Bids shall remain valid for a period of 90 days from the date of Deadline for Submission of Bids specified in Sub-Clause 2.15.

## **2.13 Format and Signing of Bids**

- 2.13.1. The bidder shall provide one electronic copy of the Technical and Financial proposals on EFL's electronic tender hosting website; <https://www.tenderlink.com/efl>
- 2.13.2. The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by EFL, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

## **2.14 Sealing and Marking of Bids**

- 2.14.1. Due to the Covid19 restrictions on movements, bidders are encouraged to bid via Tenderlink Portal.

## **2.15 Deadline for Submission of Bids**

- 2.15.1. Bids must be received by EFL at the address specified above no later than 1600 hours (Fiji Time) 19/06/24.
- 2.15.2. EFL may, at its discretion, extend the deadline for submission of bids by issuing an addendum, in which case all rights and obligations of EFL and the bidders previously subject to the original deadline will thereafter be subject to the deadlines extended.

## **2.16 Late Bids**

- 2.16.1. Any bid received by EFL after the deadline for submission of bids prescribed above will be rejected and returned unopened to the bidder.

## **2.17 Modification and Withdrawal of Bids**

- 2.17.1. The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by EFL prior to the deadline for submission of bids.
- 2.17.2. No bid may be modified by the bidder after the deadline for submission of bids.

## **2.18 Rejection of one or all Bids**

- 2.18.1. EFL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the rejection.

## **2.19 Process to be Confidential**

- 2.19.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process.
- 2.19.2. Any effort by a bidder to influence EFL's processing of bids or award decisions may result in the rejection of the bidder's bid.
- 2.19.3. Lowest bid will not necessarily be accepted as successful bid.

## **2.20 Clarification of Bids**

- 2.20.1. To assist in the examination, evaluation and comparison of bids, EFL may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by EFL in the evaluation of the bids in.

## **2.21 Preliminary Examination**

- 2.21.1. Energy Fiji Limited will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.21.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.21.3. Energy Fiji Limited may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.21.4. Prior to the detailed evaluation, pursuant to Clause 21, Energy Fiji Limited will determine the substantial responsiveness of each tender to the tender document. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and



conditions of the tender document without material deviation Energy Fiji Limited's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.21.5. If a tender is not substantially responsive, it will be rejected by Energy Fiji Limited and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **3.0 TECHNICAL SPECIFICATION**

### **3.1 General Information**

#### **3.1.1 Preliminary and General Conditions**

The contractor shall furnish all labour, equipment, transportation and services as necessary to complete all projected work included in this specifications.

#### **3.1.2 Site Location**

EFL Taveuni Power Station (Somosomo)

#### **3.1.3 OHS Requirements**

The contractor shall at times comply with all Energy Fiji Limited's HSE Regulations currently in force.

#### **3.1.4 Building Conditions**

The contractor is advised to visit and assess the site and existing premises prior to tendering, as no claim will be allowed on the grounds of ignorance of the conditions existing.

#### **3.1.5 Work Plan**

The contractor shall prepare a Work Programme, Work Safety Plan/Risk Assessment Plan in accordance and shall submit the plan to the property officer for his approval before commencing with work on the site.

#### **3.1.6 Site Safety Management System**

The contractor shall establish and maintain a Site Safety Management that ensures the safety of all persons on the site in accordance with the requirements of the Energy Fiji Limited Occupational Health and Safety Policy and the Health and Safety at Work Act, 1996 requiring strict compliance by the parties here to. The Contractor is to obtain all approvals from Ministry of Labour for any scaffolding to be used on the site. All PPE's and other safety equipment's will be checked by EFL's Health and Safety Department (HSE) to confirm if they are in compliance with the relevant current safety standards. No work shall commence prior to approvals given from EFL's HSE Department. (Mandatory Requirement)

EFL will carry out an induction for the contractor and its members to familiarize with the Energy Fiji Limited Occupational Health and Safety Policy.

#### **3.1.7 Environmental Control**

Comply with all environmental protection provisions in the contract and the requirements of any statute, by law, standard and the like related to environmental protection.

#### **3.1.8 Protection of People and Property**

The contractor shall keep all persons (workers) under control and within the boundaries of the site. He will be held responsible for the care of the existing premises and works generally until completion.

#### **3.1.9 Duration of Work**

The expected duration for the completion of work shall be Three (3) weeks.

### **3.1.10 Storage of Materials and Equipment's**

Materials and equipment's stored on site must not pose any danger to property and minimize hazards to persons, materials and equipment. Keep storage area neat and tidy.

Take proper precautions to keep poisonous and other injurious substance in place secured against access by unauthorised person.

### **3.1.11 Daily Diary Reports**

Progress reports shall be submitted daily on a standard form to the supervising EFL Engineer.

### **3.1.12 Care of the Works**

The contractor shall keep all persons under control and within the boundaries of the site. He will be held responsible for the care of the existing premises and works generally until completion.

### **3.1.13 Clearing Away**

The contractor shall take the removed rubbish and debris to a location which will be advised in the **site visit**.

### **3.1.14 Tobacco/Alcohol/Drug Free Environment**

EFL maintains tobacco, alcohol and drug free environment. Any personnel of the contractor found violating the policy will be requested to remove the product and themselves from the sites. Offensive language or actions are not acceptable. The EFL shall have the absolute right to require replacement of any employee the EFL deems objectionable to work on EFL premises.

## **3.2 Insurances**

The Contractor shall be solely responsible for all relevant insurance covers for person, tools, plants and equipment involved in carrying out the Works. The Contractor must obtain and maintain all relevant insurance covers at all material times sufficient to cover any loss or costs that may be incurred which the Contractor is liable for in connection with the duration and Scope of Works, including:

- Contractors All Risk
- Public Liability

### 3.3 Site Photo





**Figure 1-4: Site pictures of the current access road**

### 3.4 Locality Plan



(Route Marked in Orange)

#### **Approximate Length (Meters):**

- Total length of the access road is 5.2 Km
- Width of the road is 5m

Above dimensions are for reference purpose only. Bidders shall confirm the dimension on Site before bidding.

#### **Site Description**

This 5.2 kilometer access extends through undulating to mountainous terrain and is accessible only by 4WD and EFL service trucks. The existing road 5m wide. There are sections where road surface has been washed away especially in steep areas or where poor drainage is encountered. The overall drainage system in place is inadequate and also for some section ineffective. This is due to cross culverts not installed and few being clogged up and where silting of road side drains has occurred which definitely warrants cleaning up. Culverts needs to be cleaned or replaced if damaged and new road side drains done on areas which has been identified where road surface conditions is rated unsatisfactory. These needs to be done in order to have an effective drainage system in place that will prolong the life of the road pavement and overall reduce the maintenance cost.

## **4.0 SCOPE OF WORKS**

1. Mobilize & set up at Somosomo Power Station.
2. Supply Labour, Tools, Equipment and Material for the required works.
3. Scrap and remove unwanted debris and trees from the road and road sides.  
The Contractor shall clean existing water channels by removing all vegetation and detritus from the edge of pavement to back of water channel
4. Grade to fill existing access road for the length of 5.2 kilometres. Allow to grade and maintain existing levels.  
No fill material shall be placed until EFL has inspected and approved the surface preparation of that part of the site.
5. Grade and shape existing surface.
6. Depressed area shall be filled with volume of cut from grading and addition aggregate (AP 65) to match existing level. – Subbase
7. Parts of roads that have been badly damaged will undergo Structural Repair.
8. Supply and Spread crush metal (AP 65 & AP 40) for the length of 5.2 kilometre and Width of 5 Meter
9. Shape and Compact 5.2 kilometre road.
10. Thickness of base course shall be 150mm after compaction.
11. Compaction test shall be done ensuring compaction to 98% MMDD.

<b>Layer</b>	<b>Thickness</b>	<b>Material</b>	<b>Min Rel Density</b>
Basecourse	150 mm	AP 65/40	98 %

12. Clear and construct new water channel (storm water drain). Depth of 0.5 meter, width of 1 meter and length of 5.2 Kilometre. Both side of the road.  
Care shall be taken to ensure the depth and position of the new water channel is relative to the cross fall on the subgrade of the road.
13. All the Culverts shall be cleaned or replaced if damaged.  
All new culverts are to be rubber ring jointed (RRJ). All RRJ culverts laid by the Contractor shall be constructed in accordance with the FRA standard, the manufacturer’s instructions and good trade practice.
14. Supply of dumper truck to clear and dispose vegetation and scraped debris off site.  
All excavated and rimmed materials shall be removed to a legal disposal area off the Site. No spreading of excavated material within the road reserve is permitted without the written approval from EFL.

**Note:**

- All Material, Labour, Tools and Equipment’s to be supplied by the contractor.
- Contractor shall be responsible to cart all machinery and material to and from site.
- EFL OHS rules shall be followed at all times.
- The works including the materials and workmanship shall comply with the FRA Standard Specifications for Road Works and Bridge Works
- 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.
- Warranty of the work shall be 3 years from the date of completion.

## **5.0 PRICE SCHEDULE**

### **Repair of Access Road to EFL Nabili Weir**

Item	Item Description (Labour, consumables and material)	Total Price
1	Mobilize & set up at Somosomo Power Station	
2	Grade and fill access road as per scope of work	
3	Supply and Spread crush metal (AP 65 & AP 40) as per scope of work	
4	Compact and carryout compaction test.	
5	Clear and Excavate storm water drain.	
6	Supply of dumper trucks to clear and dispose vegetation and debris off site.	
7	Clean up site, Demobilize and Handover	
<b>TOTAL VEP</b>		
<b>VAT ( _____ %)</b>		
<b>TOTAL FJD (VIP)</b>		

**Notes:**

1. Technical;
  - a. The bids must as per the Technical Specifications in the Tender Documents. Bids that do not conform to the technical Specification will be disqualified
  - b. Tenderers shall provide proof of successful completion within the stipulated delivery period of similar contracts undertaken in the past.
  - c. Documentary evidence to prove that the items offered comply with the Technical Specification must be provided.
  - d. Contractor to verify all drawing measurements onsite.
  - e. The Supplier/ Contractor shall provide a warrants for Goods or services for provided unless stated otherwise.
  - f. EFL's Engineer or his representative shall have the right to inspect and/or to witness test the Goods at the factory or place of manufacture, for their conformity to the specifications
  - g. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications
2. Financial;
  - a. In case of discrepancy between unit and total cost, the unit cost shall prevail
  - b. Any advance payment will require a bank guarantee. And this added cost will be beared by bidder
  - c. The currency used in the tender bid prices must be indicated in the tender bid
  - d. Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account.
  - e. EFL financial terms are applicable for these works.
  - f. For Foreign Supplier, any On-Shore work with incur a withholding Tax of 15% e.g. commissioning, training etc.
3. EFL Energy Fiji Limited uses Federation Internationale Des Ingenieurs Conseil (FIDIC) Contract template. General conditions of this contract shall be governed by it.



4. EFL have right to split award, tender may be awarded to multiple suppliers. And Minimum order quantity (MOQ) will not be acceptable.
5. All clarification request must be sent 5 days prior to the deadline for submission of bids
6. Price Schedule must be typed and stamped on the bid submission.
7. Failure to submit required documents may affect bid compliance. Failure to submit mandatory items as stated in Compliance Checklist will result in non-compliance.
8. Contractor shall provide all materials, tools equipment and labour necessary to perform works.
9. A detailed work plan to be provided with expected date for the works.
10. Installation & Commissioning works must incorporate all cost incur for this activity e.g. travel, accommodation, visa etc.
11. All Sub-contractors to be used for any part of the works are to be declared.
12. Site Visit mandatory.

### 5.1 Compliance Checklist Declaration

I \_\_\_\_\_ of \_\_\_\_\_ located at \_\_\_\_\_ confirm that the bid submitted for the following tender MR 190/2024 : Repair of Access Road to EFL Nabili Weir bid complies to the mandatory bidder submission as stated in Sub Clause 2.6;

	Yes	No	Details
<b>Commercial</b>			
Price Schedule			
Company Profile			
Detailed Scope of Work/Supply			
Program [preferred Gantt Chart] (If Applicable)			
Payment Term (comply with EFL Credit term – 30 days)			
Price Validity [preferred 120 days]			
Insurance policy			
Valid FNU Compliance certificate			
Valid FNPF Compliance certificate			
Valid FRCS Compliance certificate			
Valid Business Registration certificate			
<b>Technical</b>			
Duration of work (timeline)			
Safety work Plan			
OHS Compliance			
List of machineries and fleet.			
Company’s capabilities & Background (resources, staff cv, etc.)			
History of similar Project			
Experience with EFL			
Warranty on Works (preferred 3 years)			
Completed Specification Check sheet			
<b>Scope of Works</b>			
Statement of Exclusion or Amendment for Tender Specification (if Any)			

Note that these submissions are mandatory submission for a successful tender bid. This declaration must be signed and submit as well.

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

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

Company: \_\_\_\_\_

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

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

## 5.2 Tender Check List

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

Tender Number \_\_\_\_\_

Tender Name \_\_\_\_\_

1. Full Company / Business Name: \_\_\_\_\_

**(Attach copy of Registration Certificate)**

2. Director/Owner(s): \_\_\_\_\_

3. Postal Address: \_\_\_\_\_

4. Phone Contact: \_\_\_\_\_

5. Fax Number: \_\_\_\_\_

6. Email address: \_\_\_\_\_

7. Office Location: \_\_\_\_\_

8. TIN Number: \_\_\_\_\_

**(Attach copy of the VAT/TIN Registration Certificate - Local Bidders Only (Mandatory))**

9. FNPf Employer Registration Number: \_\_\_\_\_ **(For Local Bidders only) (Mandatory)**

10. **Provide a copy of Valid FNPf Compliance Certificate (Mandatory- Local Bidders only)**

11. **Provide a copy of Valid FRCS (Tax) Compliance Certificate (Mandatory Local Bidders only)**

12. **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: \_\_\_\_\_

## 6.0 TENDER FORM

To: Jitendra Reddy  
Manager Procurement, Inventories & Supply Chain Energy Fiji Limited  
2 Marlow Street,  
Suva,  
Fiji Islands  
Phone: +679 3224 360  
Email: [JReddy@efl.com.fj](mailto:JReddy@efl.com.fj)

Sir,

1. Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply  
.....  
*(Description of Goods)* in conformity with the said Tender Document for the sum  
.....  
..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.
4. We agree to abide by this Tender for a period of 90days from the date fixed for Tender opening under Clause 19 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

*[Signature] [In the capacity of]*

Duly authorized to sign Tender for and on behalf of

## **7.0 SUBMISSION TO TENDER**

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 19<sup>th</sup> June, 2024.**

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](mailto: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.**