



**ENERGY FIJI LIMITED**

# **BIDDING DOCUMENT**

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**MR 223/2024 Construction of Temporary  
Access Road and River Crossing at Navala  
Ba**

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## INVITATION FOR BIDS

Date: 29<sup>th</sup> June 2024

The ENERGY FIJI LIMITED (“The Employer”) invites electronic bids from reputable and suitable Bidders for the comprehensive proposal for the **Construction of Temporary Access Road and River Crossing at Navala Ba** for Energy Fiji Limited.

All bids for the contract shall be submitted on the appropriate forms provided and shall include the completed price schedule, technical schedule and schedules of experience etc. The bid shall be on the basis of a lump sum contract based on firm prices. The contractor will be required to also provide rates valid for 12 months for repair of the temporary access for a duration of 12 months.

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

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

The deadline for submission of bids shall be **1600hrs (local time) Tuesday 10<sup>th</sup> July, 2024**

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

## Section 1 - Instructions to Bidders

- 1. Scope of Bid**                    *The ENERGY FIJI LIMITED (hereinafter referred to as "the Employer"), wishes to receive bids for the Construction of the Access Road near the Navala River Crossing and in between Tower 38 and Tower 40, Ba, as defined in these bidding documents (hereinafter referred to as "the Works").*

The successful bidder will be expected to complete the Works within **2 weeks** from the date of issue of purchase order. If the project is not completed within the agreed time frame and the contractor is not able to provide valid justification for the delay, EFL may impose liquidated damages of **\$100.00VIP** per day for the 10% of Contract Value.

- 2. Eligible Bidders**                    This Invitation to Bid is open to bidders who have sound financial background and have previous experience in handling such civil 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.

- 3. Eligible Materials, Equipment and Services**                    The materials, equipment, and services to be supplied under the Contract shall have their origin from reputable companies from various countries and all expenditures made under the Contract will be limited to such materials, equipment, and services. At the Employer's request, bidders may be required to provide evidence of the origin of materials, equipment, and services.

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

- 5. Cost of Bidding**                    The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs.

- 6. Site Visit**                    The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all

information that may be necessary for preparing the bid and entering into a contract for the design-build and completion of the Works. The costs of visiting the Site shall be at the bidder's own expense.

Mandatory site visit is scheduled on **Wednesday 3<sup>rd</sup> July 2024 at 11.00am at the Navala Bridge, Ba.**

**7. Sealing and Marking of Bids**

Bidders are requested to upload electronic copies via Tender Link by registering their interest at: <https://www.tenderlink.com/efl>

**8. Deadline for Submission of Bids**

Bids must be received by the Employer at the address specified above no later than **1600 hours (Fiji Time) Wednesday 10<sup>th</sup> July, 2024.**

The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadlines extended.

**9. Late Bids**

Any bid received by the Employer after the deadline for submission of bids will not be accepted.

**10. Modification and Withdrawal of Bids**

The bidder may modify or withdraw its bid after bid submission on the Tender link by editing submission. No bid may be modified by the bidder after the deadline for submission of bids.

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

Notwithstanding, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

**11.1 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.

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.

**12. Notification of Award**

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder via email confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

The notification of award will constitute the formation of the Contract. Upon the furnishing by the successful bidder of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful

**13. Proposal Validity Period.**

Your Proposal must be continuing and irrevocable and open for acceptance for 3 months **(90 Days)** from the closing date.

**14. Property 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.

**15. Ownership of 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.

**16. 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.

**17. 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

- a. Technical Solution:-
  - Information about your organization / Company profile/CV's of Key Personnel.
  - Quality Management Plan, HSE Plan & Project Methodology.
  - 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.
  - Insurance Cover.
- b. Commercial Solution:-
  - Pricing VIP in Fijian Dollars
  - Price validity
  - Delivery time
  - Work Schedule

**18. Signing of Contract Agreement**

At the same time that he notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Form of Contract Agreement provided in the bidding documents, incorporating all agreements between the parties Within 7 days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.

**19. Information Complete and Accurate**

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.

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.

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.

**20. Corruptor  
Fraudulent  
Practices**

The Employer requires that the Contractor observe the highest standard of ethics during the procurement and execution of such contracts. In Pursuance of this policy, the Employer:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

# **Section 2**

## Employer's Requirements

### Scope of Works



# 1 SCOPE OF WORKS

## 1.1 *General*

The contractor shall supply all labour, equipment, transportation and services as necessary to complete all projected work included in the scope of works listed below:

### **Part A**

#### **New Access Road at Navala Bridge. Length 72meters, width 4 meters**

1. Contractor to allow for mobilization and demobilization cost
2. Grubbing and clearing of wedges on the proposed access road.
3. Carry out preparatory grading and excavation works to ensure that the road surface is level and the rainwater runoff drains away from the surface of the access road.
4. Installation of 1200mm dia culvert where needed. Also, note that before installation of any culvert, EFL representatives should be present on site to witness and inspect the works.
5. Layer and compact river gravel or EFL approved River Gravel to a depth of 300mm after compaction and allow 6m width where needed
6. Compact the entire area of the access road for suitable for Dump trucks, concrete transit mixture and concrete truck to pass over.
7. Site tidy up: The entire site shall be left in a neat and tidy condition upon completion of the works. All the materials that require disposal shall be transported to a location shown and directed by the EFL representatives. Any on site burning shall require prior approval from EFL.

### **Part B**

#### **New Access Road from Lattice Tower 38 to 40.Length 1200 meters, width 6 meters**

1. Contractor to allow for mobilization and demobilization cost
2. Grubbing and clearing of wedges on the proposed access road.
3. Carry out preparatory grading and excavation works to ensure that the road surface is level and the rainwater runoff drains away from the surface of the access road.
4. Clearing of any trees that is blocking the construction of the access road. Also, note that the trees that will be cleared off needs to be properly stacked on the location shown by EFL representatives for the Ministry of Forestry to analyse.
5. Crowning & Coning of Carriageway: Carry out crowning / coning along the entire length of the access road carriageway. Crowned / Coned access road carriageway shall be a minimum of 6m wide. The typical carriageway cross section shall have minimum of 5% to 10 % slopes (crowning / coning); from the centre line to both the edges, for immediate water runoff to the side edge drains. For those sections of the carriageway where one edge is higher than the other, then the above-mentioned slopes shall be applicable from one edge to another. The carriageway surface

shall be free of any mud and loose soil. Majority of the portions of the roadsides have ample amount of gravel, which can be graded back onto the carriageway and re-compacted

6. Installation of culvert where needed. Also note before installation of any culvert, EFL representatives shall be present on site to witness and inspect the works
7. Layer and compact river gravel or EFL approved River Gravel to a depth of 3000mm after compaction and allow 6m width where needed
8. Compact the entire area of the access road for suitable for Dump trucks, concrete transit mixture and concrete truck to pass over
9. Site tidy up: The entire site shall be left in a neat and tidy condition upon completion of the works. All the materials that require disposal shall be transported to a location shown and directed by the EFL representatives. Any on site burning shall require prior approval from EFL.

## **1.2 Quality of Materials and Workmanship**

All materials used under this contract shall be new and of the quality and class most suitable for working under the conditions specified and shall withstand the variations of temperature, atmospheric conditions arising under working conditions without distortion or deterioration or the setting up of undue stresses in any part and also without affecting the strength and suitability of the various parts of the work which they have to perform.

All work shall be carried out and completed in a neat and professional manner to the approval of the Employer's Representative

## **1.3 Disposal of Materials**

All materials resulting from clearing and grubbing shall be disposed of by the Contractor. All the materials that require disposal shall be transported to a location shown and directed by the EFL representatives. Any on site burning shall require prior approval from EFL. Any materials, which cannot be re used on site, shall be removed from the site. Disposal of material by burning on site or burying of materials on site shall only be carried out when permitted and approved by the Engineer.

All burning shall be done at such a time and in such a manner as to prevent fire from spreading to areas adjoining the road reserve and to prevent smoke which might obscure the visibility of motorists. Where required, suitable arrangement shall be made for the control of traffic during this operation. The Contractor shall observe the requirements of the local fire brigade local government, Department of Environment and the Ministry of Forests or other government department concerning stacking and burning of materials and shall hold all necessary permits before any burning is commenced.

Burning shall not commence until all necessary permits have been obtained and provided to the Engineer for record. Where, due to fire restrictions, the Contractor is unable to start the burning operations, materials intended to be burned which interferes with subsequent construction operations shall be moved to approve locations clear of the construction work and later burned. Where it is not practical or not permitted by relevant authorities to dispose of material by burning,

the material shall be removed from the site or buried at approved locations, shall observe the requirements of the local government and Department of Environment or equivalent.

#### 1.4 Survey Marks

During clearing and grubbing operations, ensure that no survey marking are disturbed

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#### 1.5 Materials

Materials used for fill construction shall be subject to the approval of the Engineer, and except for topsoil, shall be free from perishable matter. Materials conforming to the following descriptions shall be used for purposes as and when specified or directed by the Engineer.

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#### 1.6 Stockpiles and Disposal Areas

All excavated waste material shall be removed from the work site and 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. Stockpile locations for pavement aggregate within road reserves shall be approved with the Engineer prior to use.

#### 1.7 Environmental Management

**Bidders take note Environmental Impact Assessment Approval and report is client's responsibility.**

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 by Contractor with the Client for review. The plan shall be finalized to incorporate any changes required by the Contractor and complied with for the duration of the Contract.

All works are to be programmed, constructed and maintained 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
- Noise pollution

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)
- Refuelling of vehicles and machineries must be undertaken 100m away from any waterways, in a bund 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 waterways. If machinery is working adjacent or in the water, the machinery to be free from oil and fuel leaks.

## **2 GENERAL INFORMATION/REQUIREMENTS**

### **2.1 *Quality of Materials and Workmanship***

All materials used under this contract shall be new and of the quality and class most suitable for working under the conditions specified and shall withstand the variations of temperature, atmospheric conditions arising under working conditions without distortion or deterioration or the setting up of undue stresses in any part and also without affecting the strength and suitability of the various parts of the work which they have to perform.

All work shall be carried out and completed in a neat and professional manner to the approval of the Employer's Representative.

### **2.2 *Inspection and Tests***

The EFL's Engineer representative shall have the right to inspect the works and to confirm conformity to the contract specifications. Should any inspected works fail to conform to the specifications, the EFL may reject them and the Contractor shall make all alterations necessary to meet the specification requirements.

Nothing in this clause shall in any way release the Contractor from any other obligations under this contract.

### **2.3 *Setting Out***

- i. All tenderers shall inspect and examine the site, its surroundings, and shall satisfy himself before submitting his tender, as to the form and nature of the site, the nature and type of existing work, the quantities and natures of the work and materials necessary for the completion of the Works and the means of access to the site, the accommodation he may require, the availability, conditions and rates of pay of labour and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender.
- ii. The Contractor shall be responsible for the correct detailed setting out of the Works as indicated in the Tender Documents and shall, at their own cost, amend any errors during the progress of the Works arising from inaccurate setting out.
- iii. If a tenderer has any doubt as to the meaning of any portion of the Works, he shall when submitting his tender, include a statement of the interpretation upon which he replies and upon which his tender has been prepared and submitted.

## 2.4 Site Conditions

- i. The site is located at the Navala Village, Ba, Viti Levu. The Contractor shall be deemed to have visited the site of the works to satisfy him/her as to the accuracy of all information supplied to the Tenderers and to the feasibility of the works.
- ii. The proposed area for the construction of the access road is essential for the completion of the 132kV Transmission Line project that is currently underway in Ba
- iii. The Contractor may only enter the site upon provision of access by an Authorized EFL representative. The Contractor is not to execute any work without direct supervision from the EFL representative. The times for work are 7am to 5.00pm Monday to Friday, and 7am to 3pm on Saturday.

## 2.5 Miscellaneous Works

Shall be carried out according to the relevant clause of this specification.

## 2.6 Materials, Workmanship and Plant.

- i. Materials in all trades shall be new and the best of their kinds specified and necessary complying with relevant standards (Fiji, Australia, New Zealand or USA) where applicable and subject to approval or rejection by the Engineer.
- ii. The Contractor shall at all times ensure that adequate protection is provided to finished work and materials to be used in the construction of the work. Where necessary, make good any damage to property.
- iii. The Contractor shall provide all workmen, both skilled and unskilled, plant, equipment and materials necessary for the expeditious completion of the work.

## 2.7 Occupational Health and Safety

### i. 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).

### ii. 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:

<b>VIOLATION</b>	<b>FINE</b>	<b>REMARK</b>
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
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 nonprescription 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 signage	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.

iii. **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.



## 2.8 General Foreman

- i. The Contractor shall appoint a competent General Foreman who shall be constantly on the works during the progress of the same, to whom instructions may be given by the Engineer.
- ii. The Engineer may require the Contractor to dismiss the General Foreman or other person shall he be incompetent or shall misconduct himself or for any other good reason to be assigned by the Engineer to the Contractor.
- iii. The Contractor shall replace an equally qualified Foreman should the appointed foreman goes on leave or his contract term with contractor has been terminated.

## 2.9 Maintenance and Defects

- i. Period of maintenance shall be 1 year (12) calendar months after practical completion of works. All defects during this period shall be made good by the Contractor, at agreed price which shall be valid till 1 year.

## 2.10 Clean Up

- i. On completion, remove all surplus materials from site and leave site in a clean and tidy condition.
- ii. The Contractor shall remove and cart away all rubbish and trade debris as it accumulates during the progress of the works.

## 2.11 Program

Within seven (7) days of acceptance of his tender, the Contractor shall submit to the Employer, for approval a Program showing the order in which he proposes to carry out the works. The contractor shall ensure all works shall be complete by the end June 2024.

## 2.12 Insurance

During the Works, and through to the Date of Completion, while any employees of the Contractor are present at the Site, the Contractor shall provide and maintain, through purchase or its standard insurance program, including provisions for self-retention, the insurance coverage listed below or its equivalent:

### a) Accident Compensation Insurance

It is understood that under the Accident Compensation Act 2017 it is a no fault based system and as such these are the maximum amounts payable by the Accident Compensation Commission of Fiji (ACCF) for personal injuries and death arising out from Motor Vehicle Accidents are as follows:-

- Permanent Partial incapacity FJ\$75,000;
- Permanent Total Incapacity FJ\$150,000;
- Any other cases (other than the above) FJ\$75,000;
- Deaths FJ\$75,000.

It would be prudent that the Contractor have in place safe working and driving mechanisms to equip their employees with survival skills to avoid Personal Injuries at work or Motor Vehicle Accidents for that matter.

b) **Contractors All Risk [CAR] –**

CAR insurance, covering the Contractor and its employees, Equipment for all of the Contractor's operations hereunder, including all activities at the Site, including, but not limited to, bodily injury, property damage, premises operations, elevators, independent contractor, products, completed operations and blanket contractual coverage with limits of not less than **FJD\$500,000.00** combined single limit; and

c) **Public Liability Insurance**

covering Contractor, its employees and Third Party for all of Contractor's operations hereunder, including all activities at the Work Site, including, but not limited to, bodily injury, property damage, premises operations, elevators, products, completed operations and blanket contractual coverage with limits of not less than **FJD\$500,000.00** combined single limit.

d) **Professional Indemnity ('PI') Cover**

For the contracts with the various monetary amounts listed below signed with EFL, the Contractor is required to obtain their PI covers (as applicable to them for the contract amount) which are as follows:-

- For EFL Contracts up to FJD\$100K – \$250,000 PI Cover is required;
- For EFL Contracts > FJD\$100K up to \$500K – \$1.5M PI Cover is required;
- For EFL Contracts > \$500K up to \$1M – \$2.5M PI Cover is required; and
- For any EFL Contracts above \$1M and up to \$2M - \$5M PI Cover is required.

Prior to commencing the Works, the Contractor shall provide to EFL appropriate statements or certificates verifying that the above insurance covers are in place.

# **Section 3**

## Form of Proposals and Appendices

### 3 SCHEDULE OF PRICES & CONDITIONS OF PAYMENT

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

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

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

#### 3.1 Contract Price

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

The contractor shall fill in the table below for the pricing of the below scope of work.

No.	Scope of Work	Price in VIP FJD
<b>Part A</b>		
1	Site Mobilization & De-mobilization	\$
2	Cutting of 6m temporary access Roads approximately 1400m	\$
3	Re-seeding of river gravel on 1400m x 6m road (100mm) (1350m <sup>3</sup> )	\$
4	Supplying of Boulders (300-450mm Dia) for river crossing as per EFL design. (Approx. 500m <sup>3</sup> )	
5	Installation of 1200mm Dia Culvert at Naval Bridge and two river crossing past Navala Village including setting of boulders and topping river gravel on top of Culvert (300mm) (approximately 100Nos.)	\$
<b>Total Cost of the Project – LUMP SUM</b>		\$
<b>Price Validity</b>		<b>90 Days</b>
<b>Total Duration for work (Months)</b>		<b>2 Week</b>

Note: Bidders are required to submit in there prices as per EFL design, any alternative design are welcome with details and as an alternative offer.

The Contractor are required to provide quotes for repair works for 1 year duration. The quoted price to be valid for 1 year.

1. Mobilisation with 24 hours' notice from EFL: \$
2. Hire of 14 Tons Excavator: \$
3. Hire of 20 Tons Excavator: \$
4. Hire of Grader: \$
5. Supply of Boulders: \$m<sup>3</sup>
6. Supply of River Gravel: \$m<sup>3</sup>
7. Hire of dump truck to Navala Site:4

#### **4 Submission of Work Completion Report**

The contractor will be required to submit mandatory progress report on the works completed together with the invoices while requesting for either progressive or retention payment.

The work completion Report shall be on Contractors official letterhead and shall clearly state the Scope of Work, the Purchase Order number under which the work is being carried out, the milestone for which the payment is requested, and photos showing the work for which the payment is requested. The Contractor or his /her designated representative shall sign off the work completion report. The EFL Engineer supervising the work shall verify the Work Completion Report via site inspection, note his /her endorsement on the Work Completion Report, and sign the same. Failure to submit Work Completion Report will result in invoice to stay on hold until the work completion report is submitted.

# **Section 4**

## Drawings and Literature

## 5 Drawings

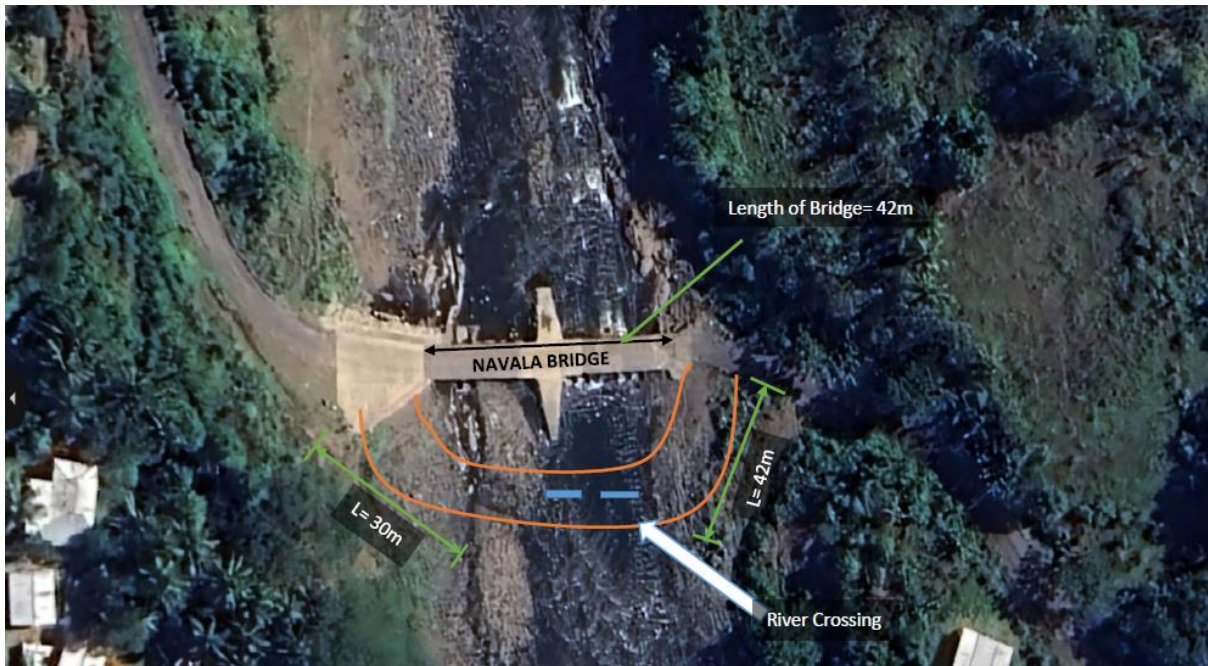


Figure 1: Navala River Crossing



Figure 2: Locality plan of T38 and T40

### **COMPLIANCE CHECKLIST**

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

<b>No.</b>	<b>Compliance</b>	<b>Check(v)</b>
1	Valid FRCS tax compliance certificate.	
2	Valid FNPF certificate of Compliance.	
3	Previous list of similar work experience.	
4	Work procedure for working at site.	
6	Business registration details.	
7	Insurance cover details.	
8	Work force Capability to carry out this works.	
9	Contractor Capability statement to carry out this works.	

Bidder has to scope 100% Mandatory compliance for consideration.



## 6 Overall Evaluation Criteria

Tender Evaluation Criteria	
Category	Criteria
Bid Responsiveness	General responsiveness of bid, compliance to submission requirements and documentation
Health Safety and Environment	Assessment of Tenderer's compliance to health, safety and environmental requirements detailed within the technical specification Past performance of Tenderers
Quality Assurance	Tenderer has Quality Management systems in place that are acceptable to Energy Fiji Limited.
Technical Compliance	Does the Tender meet Energy Fiji Limited's minimum technical requirements as outlined in the Technical Specification? Will the bidder be able to deliver the service as per the requirement of EFL? Risk management plan and mitigation of foreseeable risks Past experience Ability to deliver on time / delivery timeframe
Commercial Compliance	Tenderer holds the required current insurance provisions and has provided evidence through valid insurance certificates of currencies. Assessment of the Tenderers operational risks including conflicts of interest. Tenderer must comply with statutory requirements, such as that enforced by FRCS, FNPf, FNU, etc. and provide evidence of compliance as required in the specifications.
Energy Fiji Limited Procedures	Tenderer must comply with all relevant Energy Fiji Limited Health , Safety and Environmental procedures. This is indicated by the Tenderer signing the Form of Tender Schedule, acknowledging all applicable procedures.
Financial Stability	Assessment of Tenderer's current financial stability and ability to remain financially stable.
Price Evaluation	Base tendered prices; Other value adding options.

## 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 - Instruction to bidders**

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 10<sup>th</sup> July 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.**