



**ENERGY FIJI LIMITED**

**BIDDING DOCUMENT**

**MR 216/2024**

**Removal And Reinstatement  
Of Existing Fence At  
Cunningham Substation**

## Section 1. Instructions to Bidders

- 1. Scope of Bid** The Energy Fiji Limited (hereinafter referred to as "the Employer"), wishes to receive bids for Removal and Reinstatement of Existing Fence at Cunningham Substation as defined in these bidding documents (hereinafter referred to as "the Works").
- The successful bidder will be expected to commence with the Works within **1 Week** from the date of issue of LPO and complete the works within **1 Week** from the date of the replacement of the rotten H-Pole.
- 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.
- 2. 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.
- 3. Qualification of the Bidder** To be qualified for award of Contract, bidders shall submit proposals regarding work methods, scheduling and resourcing which shall be, provided in sufficient detail to confirm the bidder's capability to complete the works in accordance with the specifications and the time for completion.
- 4. Cost of Bidding** The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs.
- 5. 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. The pre-bid meeting is scheduled on **Monday 24<sup>th</sup> June 2024, 10am at Cunningham Substation.**
- 6. Tender Submission** **It is mandatory for bidders to upload a copy of their bid in the TENDER LINK Electronic Tender Box no Later than 1600hrs, Wednesday 26 June, 2024.**
- To register your interest and tender a response, view 'Current Tenders' at: <https://www.tenderlink.com/efl>
- For further information contact the Manager Procurement, Inventory & Supply Chain, Supply Chain at [JReddy@efl.com.fj](mailto:JReddy@efl.com.fj)**
- Bidders are requested to upload electronic copies via Tender Link by
- Registering their interest at: <https://www.tenderlink.com/efl>
- This Tender Closes at 4.00pm (1600hrs) on Wednesday 26 June, 2024.**
- 7. Deadline for Submission of Bids** Bids must be received by the Employer at the address specified above no later than **1600 hours (Fiji Time) (26th June, 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.

- 8. Late Bids** Any bid received by the purchaser after the deadline for submission of bids prescribed will be rejected and returned unopened to the bidder.
- 9. Employer's Right to Accept any Bid and to Reject any or all Bids** 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.
- 10. Notification of Award** Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by fax/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.
- 11. 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
- 12. 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.

## **Section 2: Employer's Requirements**

Energy Fiji Limited (EFL) is a statutory body vested with the responsibility for the provision of electricity supply throughout the Fiji Islands. The EFL is hereby requesting proposals from the reputable contractors to carry out parameter fence removal and reinstatement works for EFL's Cunningham Zone Substation. The removal and reinstatement of the Fence at Cunningham Substation is being done to allow for the replacement of rotten wooden 33kV H-Pole Structure behind the 33kV building at Cunningham Substation.

The contractor shall meet Fiji National Building code, National Fire Authority (NFA) code and Electrical IEC/BS/AS/NZ standards.

### **A. SPECIFICATIONS**

#### **1. PRELIMINARY AND GENERAL**

The Contractor shall furnish all labor, equipment, transportation, and services as necessary to complete all removal and reinstatement works included in the specifications.

#### **2. SITE LOCATION**

Cunningham 33/11kV Zone Substation

#### **3. Energy Fiji Limited**

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

#### **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.

#### **5. WORK PLAN**

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

#### **6. Amendment of Tender**

At any time prior to the deadline for submission of tenders, Energy Fiji Limited, for any reason whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by amendment. All prospective tenderers that have received the tender document will be notified of the amendment in writing and will be binding on them. In order to allow prospective tenders reasonable time to take the amendment into account in preparing their tenders, Energy Fiji Limited at its direction, may extend the deadline for the submission of tenders.

## **B. OTHER RELEVANT INFORMATIONS**

### **1. SITE SAFETY MANAGEMENT SYSTEM**

The contractor shall at all times comply with all Energy Fiji Limited's HSE Regulations currently in force. The contractor is to obtain all approvals from Ministry of Labor 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.

### **2. 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. 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.

### **4. DURATION OF WORK**

The works will be divided into two phases:-

1. Phase 1 – Fence Removal  
Expected duration of completion is one week.
  
2. Phase 2 – Fence Reinstatement  
Expected completion is within 1 week from the time of completion of the replacement of the rotten H-Pole structure.

### **5. STORAGE ON SITE**

Store materials and equipment on site to prevent damage to site 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 unauthorized persons. All materials stored at site will be kept at bidders sole responsibility.

### **6. DAILY DIARY REPORTS**

Progress reports shall be submitted daily on the forms provided by the Officer in charge or relevant Engineer.

### **7. CARE OF THE WORKS, ETC**

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.

### **8. CLEARING AWAY**

The contractor shall take down and clear away all plant and temporary work and make good. The contractor shall remove all existing rubbish and debris and surplus materials from the site as they accumulate and at completion; and clean all surfaces, including those of the affected portions of the existing premises, internally and externally, and leave the works clean and to the satisfaction of the Officer in charge or Engineer at completion.

### **9. TOBACCO /ALCOHOL/DRUG FREE ENVIROMENT**

EFL maintains drug free environment. Any personnel of the contractor found violating the policy will be requested to remove the product and themselves from the sites. Smoking tobacco is not allowed in EFL buildings and if so there will be designated smoking areas. 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.

### **10. INSURANCE REQUIREMENTS**

The Contractor shall be solely responsible for all respective insurance cover of person, tools, equipment involved in carrying out the Works.

The Contractor must obtain and maintain respective insurance cover at all relevant times sufficient to cover any loss or costs that may be incurred and for which the Contractor is liable in connection with the contractual works, including:

Contractors All Risk \$500,000.00

Public Liability \$500,000.00

## 11. Site Visit

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

<b>Location</b>	<b>Date</b>	<b>Time</b>	<b>Contact Person</b>
EFL Cunningham Substation	24/06/24	10am	Kausheel Charan (+679 8915712)

b) 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 carrying out the contract work.

## Section C: Scope of Work

### A. Fencing

Fiji building code applicable to the works carried out for the removal and reinstatement of fencing works.

#### 1. Removal Works

- a. Remove approximately 12 meter existing chain-link, barbed wire and No. 8 wire completely.
- b. This shall be transported back to Kinoya Depot for disposal. Note, chain links shall be properly rolled and tied prior disposal, same applies to barbed wire and No.8 wire.
- c. The existing concrete holding the chain link at the base to be completely removed.
- d. Fence posts to be completely removed in the 12 meter portion
- e. The concrete surface at the base of chain link shall be levelled and plastered with concrete to allow for Heavy Machinery to cross.
- f. Water pipes running beside the concrete is to be covered with material suitable enough to allow for heavy machinery to pass over it.

***Note: The removal of the existing fence and installation of new shall be in such manner that the substation boundary shall be secure every day until the fence reinstatement works have been completed.***

#### 2. Chain- Link and Barbed Wire

- a. Installation of new Chain Links with 6ft x 3.15mm tough galvanized chain link mesh.
- b. No.8 wire to be run across the whole length of the removed portion at top, middle and bottom section of the fence. All chain link binding at 10cm intervals to the No.8 binding wire using galvanized 1.5mm wire.
- c. The fence shall be pulled taut and supported by three (3) rows of high tensile barbed wire to be run across the fence along the perimeter where the fence had been removed sitting on the angle extension on the top of the pole.
- d. The line wires shall be strained tightly by eyebolt strainers or winders at each straining post and secured to intermediate posts of stirrup wires passed through holes in the posts

### B. Reinstatement

Reinstatement of the removed fence shall occur after the Rotten Wooden Pole has been replaced and shall comply with the specifications below.

- a. Install new fence posts with angle line for the installation of barbed wire and shall be treated for rust, painted and missing end caps to be installed.
- b. The perimeter barbed wire to be replaced with new one where the fence will be removed.
- c. Existing chain link mesh to be removed and replaced with **6ft x 3.15mm Tough Galvanised** chain link mesh.
- d. 1.5 mm galvanized binding wire to secure the chain link to the No.8 wire
- e. Three sets of No. 8 wire to be installed at bottom, middle and top running horizontally across the galvanized posts. The line wires and chain link shall comply with BS 4102. The galvanized coating on steel wires of mesh and line wires shall comply with requirements of BS 443.

### C. Crush Metal

The contractor must reinstate all crush metal that are to be removed for construction works or have been contaminated with soil and other material due to construction activity. 200mm of depth crushed metal (screened 40mm) to be applied on weed control mats. All materials to be supplied by contractor and to be approved by EFL Engineer before application.

### D. Cleaning Up

- a. On completion, remove all surplus materials from site and leave site in a clean and tidy condition.

- b. The Contractor shall remove and cart away all rubbish and trade debris as it accumulates during the progress of the works.

**Note:**

- a. All bolts and nuts including dyna bolts to be replaced shall be stainless steel.
- b. 6ft x 3.15mm Tough Galvanized chain link mesh to be used.
- c. Steel wire, eye bolt strainers, D shackle and eye bolts to be stainless steel.
- d. All Sub-contractors to be used for any part of the works are to be declared.
- e. Contractor must ensure engineers certificate will be provided for the fencing works.
- f. Warranty for the fencing works must be provided.
- g. The contractor must clear the worksite properly.
- h. EFL financial terms are applicable for these works.
- i. Works to be carried out under EFL supervision.
- j. Site Inspection is Mandatory.
- k. Preparation and painting of the galvanized materials to be as per ASTM D7396 - 14(2020) or equivalent.
- l. All materials removed from the site shall be transported to EFL's Kinoya Depot and scraped.
- m. Contractor shall make good any damage to any property (EFL or third party) in the course of executing the scope of works under this tender.

**Price and Payment**

The tenderer is to submit a breakdown of the various components of the project as per the Price Breakdown.

The Contractor's request for payment shall be made to the Authority in writing, accompanied by invoice(s) describing, as appropriate, and services performed, together with other documents as may be required by the Authority. Payments shall be made promptly by the Authority, within thirty days of submission of an invoice/claim by the Contractor.

The Contractor is eligible for payment after completion of phase 1 (removal of fence) and stage 2 (reinstatement of fence, Crush metal and site cleanup). No partial payments will be made.

**Validity**

The Tendered Price is to remain valid for a period of 180 days after the closing date of the tender.

**Price Breakdown**

Please fill in the price breakdown details as required.

Item	Description	Amount FJD VIP
1.	Removing of Existing Fence and transportation of old materials to Kinoya Depot	
2.	Reinstatement of Fencing, Crush Metal, Site Cleanup	
3.	Others, if any. (Specify)	
	<b>Project Total VIP</b>	

*Note: All Prices shall be typed. Any handwritten bids will be disqualified.*

## Compliance Checklist

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

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

Bidder has to scope 100% Mandatory compliance for consideration.

## Other Submissions

No.	Requirements	Check(√)
1.	Material Specification Criteria from Bidder	
2.	Material Warranty Period Details	
3.	Product Specification from Manufacturer	
4.	Evidence of quality of materials used	
5.	Bidder to account for all the cost of the items with delivery	
6.	Product to match the specification required by EFL as per tender	
7.	Product to have all necessary accessories as required by EFL	
8.	Financial Offer	

## Overall Evaluation Criteria

<b>Tender Evaluation Criteria</b>	
<b>Category</b>	<b>Criteria</b>
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.
Financial Stability	Assessment of Tenderer's current financial stability and ability to remain financially stable.
Price Evaluation	Base tendered prices; Price escalation formula (foreign exchange and commodity based rise and fall formula or similar review mechanism); Other value adding options.

**TENDER SUBMISSION CHECK LIST**

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

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

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

1. Full Company Name: \_\_\_\_\_  
**(Attach copy of Registration Certificate)**
2. Director/Owner(s): \_\_\_\_\_
3. Postal Address: \_\_\_\_\_
4. Phone Contact: \_\_\_\_\_
5. Fax Number: \_\_\_\_\_
6. Email address: \_\_\_\_\_
7. Office Location: \_\_\_\_\_
8. TIN Number: \_\_\_\_\_  
**(Attach copy of the VAT Registration Certificate – Local Bidders Only)**
9. Company Registration Number: \_\_\_\_\_  
**(Attach copy of the Business License)**
10. FNPF Employer Registration Number: \_\_\_\_\_  
**(For Local Bidders only)**
11. Contact Person: \_\_\_\_\_

I declare that all the above information is correct.

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Sign: \_\_\_\_\_

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

## **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 26 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.**

**Appendix 1 Area for Fence Removal**

