



ENERGY FIJI LIMITED

BIDDING DOCUMENT

MR 309/2024

**PREFERRED SUPPLIER FOR BLACK
STEEL CABLE GUARD**

(LOCAL TENDER)

Section 1. Instructions to Bidders

- 1. Scope of Bid** The Energy Fiji Limited (hereinafter referred to as "the Employer"), wishes to receive bids for supply of Black Steel Cable Guard as specified in these bidding documents.
- 2. Eligible Bidders** This Invitation to Bid is open to bidders who have sound financial background and have previous experience/expertise in this area.
- 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 Cable Guard is to be supplied under the Contract shall have their origin from reputable companies from various countries. The bidders may be required to provide evidence of the origin of the materials used to fabricate the Cable Guard.
- 4. Qualification of the Bidder** To be qualified for award of Contract, bidders shall submit proposals regarding:
- information on being a supplier of such material
 - ability to have sufficient supply
- The manufacturer shall submit as proof the origin of material and the company/place where the material will be molded into the required structure.
- 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. Deadline for Submission of Bids** Bids must be received by The Employer at the address specified above no later than 1600 hours (Fiji Time) (25th September, 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.
- All bids must be submitted through Tender Link. No Hard Copy bids will be accepted.**
- Any request for extension/shifting of deadline for submission of bids must be made 72hours prior to initial deadline. EFL shall at its discretion either accept the request or reject the request for extension of tender deadline.
- 7. Late Bids** Any bid received by the Employer after the deadline for submission of bids prescribed will be rejected.

- 8. 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.
- 9. Notification of Award**
- Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by 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 and completion 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 for the preferred supplier.
- 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.
- 10. 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.
- 11. Corrupt or 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) The EFL 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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1. Technical Specifications for Cable Guard

1.1 General Description

The preferred supplier is to supply the Energy Fiji Limited with the Cable Guard as per need basis. The bidder's proposal shall address all requirements within the specification and shall include sufficient information and supporting documentation in order to determine compliance with this specification without further necessary inquiries. EFL is looking to award a suitably qualified bidder as a preferred supplier for the supply of Cable Guard for a duration of Three (3) years. The cable guard is used to encase underground cables when it is above surface strapped to the power pole.

	Estimated Quantity Purchased Per Year
Kinoya Depot	30 sets
Navutu Depot	30 sets
Labasa and Savusavu Depot	15 sets

Note: the quantity tabulated above is an estimate only and in no way binding as minimum or definitive quantity of purchase. EFL purchase quantity shall depend on a need basis.

2. Item description and Quantities

Please refer to drawings attached at the end of this document for clarity on dimension and plan view of the item intended for purchase by EFL.

2.1 Supply of Black Steel Cable Guard

The Cable Guard unit will be molded into the required shape and size using black steel. Rust to be removed either via sand blasting or any other suitable method such that upon delivery there is no visible rust evident. EFL shall carry out zinc coating (application of rust prevention paint) for the supplied material at their respective depots

Quantity	Unit	Item
1	Each	Black steel Cable Guard (length 3000) cut and expanded by 30° at 300mm

3. Evaluation Criteria

The table below needs to be filled in and returned by the bidder for evaluation.

Financial

No.	Item	Price (VIP) per Quantity
1.	Black steel Cable Guard	
2.	Delivery per set to Kinoya Depot	
3.	Delivery per set to Navutu Depot	
4.	Delivery per set to Labasa/ Savusavu Depot	

Technical

No.	Item/Particular	EFL Comment	Bidder's Response
1.	Work methods	Provide details on how the cable guard will be made	
2.	Information on being a supplier of relevant materials	State if similar products have been made or supplied	
3.	Delivery time	Minimum time to supply a cable guard to be stated. Preference is within 2 days.	
4.	Origin of material	State the country and company the material originates from	
5.	Place of moulding	State the company and place the material will be transformed into the finished product.	
6.	5 year warranty	Replacement of unit Free of Charge (FOC) to EFL if unit fails (rusts, failure of welding or deformation) within 5 years of installation.	

4. Insurance

The Contractor will be required to possess valid insurance policies as shown below:

Policy type	Value
Public Liability	\$500,000
Contractors All Risk	\$500,000

The contractor shall indemnify EFL against any claims for liability, injuries, losses, damages etc that may arise during the execution of the works.

4.1 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.

4.2 Comprehensive General Liability Insurance

Comprehensive general 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.

4.3 Automobile Liability

Coverage for claims for bodily injury, including death, and property damage by any person, arising from the use of any automobile while engaged in the performance of Work hereunder, will be purchased locally in accordance with local statutory requirements.

4.4 Professional Indemnity ('PI') Insurance 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.

5. Sustainability Conditions

The cable guard shall be supplied such that the channel iron experience no strain under all loading conditions. It shall be exposed to the harsh environmental conditions as relevant to the tropical Fiji weather.

6. Drawings

Complete installation and assembly drawing is attached.

TENDER CHECKLIST

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

Tender Number _____

Tender Name _____

1. Full Company / Business Name: _____

(Attach copy of Registration Certificate)

2. Director/Owner(s): _____

3. Postal Address: _____

4. Phone Contact: _____

5. Fax Number: _____

6. Email address: _____

7. Office Location: _____

8. TIN Number: _____

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

9. FNPF Employer Registration Number: _____ **(For Local Bidders only) (Mandatory)**

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

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

12. **Provide a copy of Valid FNU Compliance Certificate (Mandatory Local Bidders only)**

13. Contact Person: _____

I declare that all the above information is

correct. Name: _____

Position: _____

Sign: _____

Date: _____

Tender submission

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

EFL will not accept any hard copy submission to be dropped in the tender box at EFL Head Office in Suva.

This tender closes at 4.00pm (1600hrs) on Wednesday 25th September, 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

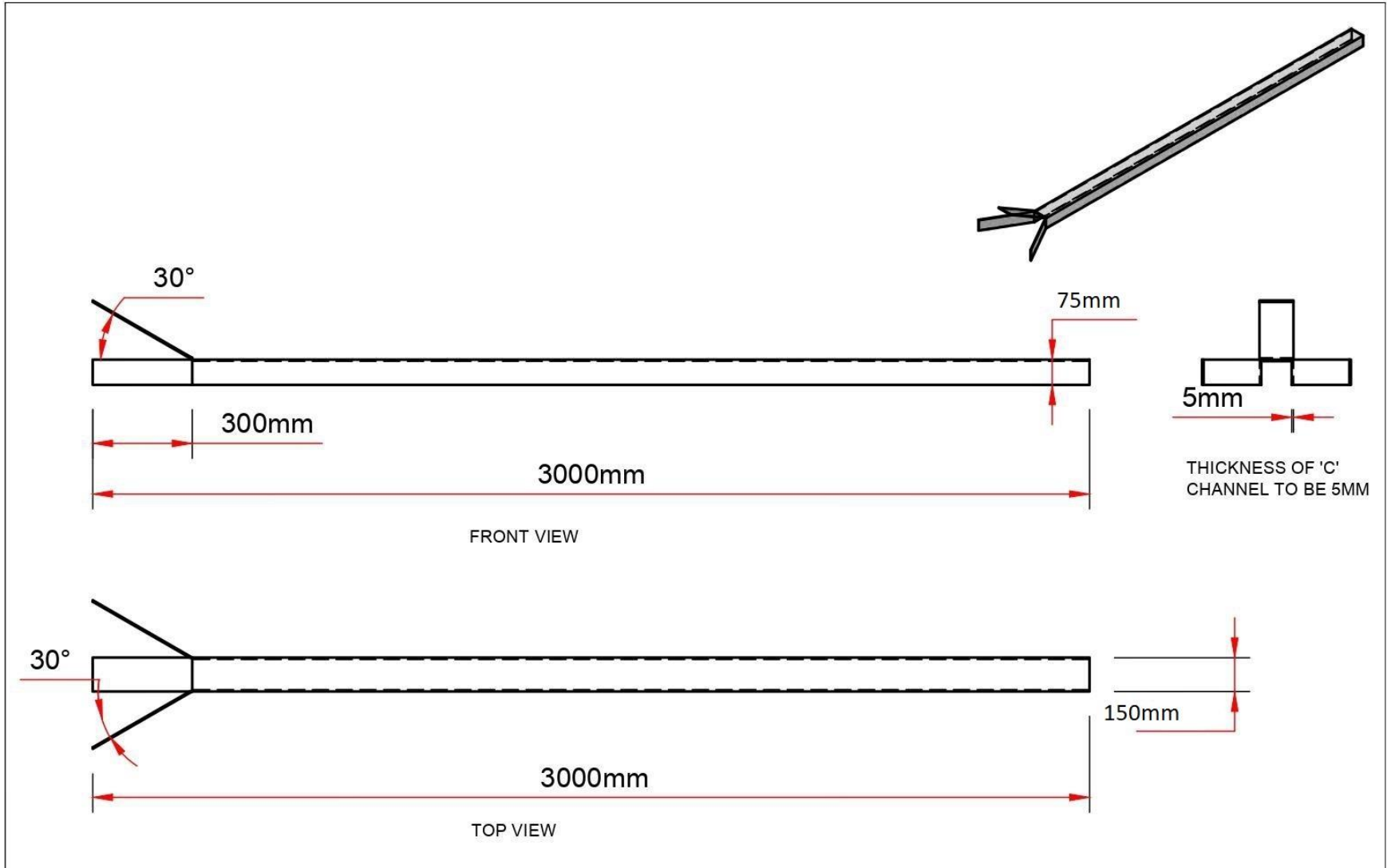
The bidders must ensure that their bid is inclusive of all Taxes payable under Fiji Income Tax Act. Bidders are to clearly state the percentage of VAT that is applicable to the bid prices.

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.



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