



MR 352/2024

**ACCESS ROAD MAINTENANCE FOR WAINIKAOSU
POWER STATION FOR ENERGY FIJI LIMITED**

ENERGY FIJI LIMITED

© Copyright 2024

REVISION HISTORY & DOCUMENT CONTROL

| Rev No. | Notes | Prepared By | Reviewed & Approved By | Date of Issue |
|---------|-------------------|-----------------------|---------------------------------|---------------|
| 1 | Issued for tender | Amitesh Arunesh Chand | Krishneel Prasad & Shavneel Deo | 16/10/2024 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

TABLE OF CONTENTS

| | |
|---|-----------|
| REVISION HISTORY & DOCUMENT CONTROL..... | 1 |
| 1 BACKGROUND | 3 |
| 2 INSTRUCTIONS FOR TENDERERS..... | 4 |
| 2.1 Eligible Tenderers..... | 4 |
| 2.2 Eligible Materials, Equipment and Services | 4 |
| 2.3 One Bid per Tenderer | 4 |
| 2.4 Cost of Bidding | 4 |
| 2.5 Site Visits..... | 4 |
| 2.6 Contents of Bidding Documents | 4 |
| 2.7 Clarification of Bidding Documents..... | 5 |
| 2.8 Amendment of Bidding Document..... | 5 |
| 2.9 Language of Bid | 5 |
| 2.10 Bid Prices | 5 |
| 2.11 Bid Currencies | 5 |
| 2.12 Bid Validity..... | 5 |
| 2.13 Format, Labelling and Signing of Bids..... | 5 |
| 2.14 Deadline for Submission of Bids..... | 6 |
| 2.15 Late Bids..... | 6 |
| 2.16 Modification and Withdrawal of Bids..... | 6 |
| 2.17 Rejection of One or All Bids..... | 7 |
| 2.18 Process to be Confidential..... | 7 |
| 2.19 Clarification of Bids | 7 |
| 2.20 Compliance with Specifications | 7 |
| 2.21 Signature of Tenderer..... | 7 |
| 2.22 Insurance..... | 7 |
| 3 GENERAL CONDITIONS OF CONTRACT..... | 8 |
| 4 ADDITIONAL CLAUSES TO GENERAL CONDITIONS OF CONTRACT | 10 |
| 5 SCOPE OF WORK..... | 10 |
| TENDER SUBMISSION..... | 16 |

1 BACKGROUND

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

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

EFL is primarily responsible for generation, transmission and distribution of electricity in Viti Levu, Vanua Levu, Ovalau and Taveuni in Fiji. It owns over twenty (20) power stations and twenty (20) substations and switching stations on the islands of Viti Levu, Vanua Levu, Taveuni and Ovalau. EFL owns, operates and maintains a network of 147km of 132kV transmission lines, 534.86km of 33kV lines and over 10,500km of 11kV and 415V distribution lines, as at 31st December 2022.

EFL is undertaking investments to develop the electricity generation, transmission and distribution networks to continue to meet power supply requirements for its customers. As part of this project, EFL seeks competitive tender bids from registered civil contractor in Fiji to carry out maintenance work for Wainikaosu Power Station Access Road. The location of the site is as given in these specifications.

During evaluation of tender bids, EFL may invite a tenderer or tenderers for discussions, presentations and any necessary clarification before proceeding further.

The deadline to submit tender bids is **1600hrs on 6th November 2024**, Fiji Time.

Further information relating to this tender may be acquired from:

Jitendra Reddy
Manager Procurement, Inventory & Supply Chain
2 Marlow Street, Suva, FIJI.
Phone: 679 3224 320/9992400
Facsimile: 679 331 6773
Email: tenders@efl.com.fj

2 INSTRUCTIONS FOR TENDERERS

2.1 Eligible Tenderers

This invitation is open to Tenderers who have sound Financial Background, and have previous experience in carrying out such work.

Tenderers shall provide such evidence of their continued eligibility satisfactory to EFL as EFL shall reasonably request, using the forms provided in the Schedules.

Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practice.

2.2 Eligible Materials, Equipment and Services

The materials, equipment, and services to be supplied under the Contract shall have their origin from reputable companies and countries and all expenditures made under the Contract will be limited to such materials, equipment, and services. Tenderers shall be required to provide evidence of the origin of materials, equipment, and services in their bids.

For purposes of this Contract, "services" means the works and all project-related services including design services.

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.

The services to be provided 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 Tenderer

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

2.4 Cost of Bidding

The Tenderer 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

Wednesday **23rd October 2024 at 10.30am** at Monasavu Security Gate (Monasavu Dam Site).

2.6 Contents of Bidding Documents

The Tenderer is expected to examine carefully the contents of this Bidding document. Failure to comply with the requirements of bid submission will be at the Tenderer's own risk. Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

2.7 Clarification of Bidding Documents

A prospective Tenderer requiring any clarification of the bidding documents may notify EFL in writing by email addressed to:

Jitendra Reddy
Manager Procurement, Inventory & Supply Chain
2 Marlow Street, Suva, FIJI.
Phone: 679 3224 320/9992400
Facsimile: 679 331 6773
Email: tenders@efl.com.fj

EFL will respond to any request for clarification which it receives earlier than **five (5)** days prior to the deadline for submission of bids.

2.8 Amendment of Bidding Document

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 Tenderer, modify the bidding documents by issuing addenda.

2.9 Language of Bid

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

2.10 Bid Prices

Unless specified otherwise, Tenderers 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.

Tenderers shall give a breakdown of the prices in the manner and detail called for in the Schedules of this bidding document, or any issued addenda.

2.11 Bid Currencies

Prices shall be quoted in a single currency **FJD VIP** only and shall be inclusive of all applicable taxes.

2.12 Bid Validity

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, Labelling and Signing of Bids

The Tenderer shall submit electronic copy of the Technical and Financial proposals on EFL's electronic tender hosting website, <https://www.tenderlink.com/efl> . **EFL will not accept any hardcopy submissions.**

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 Tenderer, in which case such corrections shall be initialed by the person or persons signing the bid.

The bids shall:

- a) be addressed to EFL as follows:

Jitendra Reddy
Manager Procurement, Inventory and Supply Chain
2 Marlow Street, Suva, FIJI.
Phone: 679 3224 320/9992400
Facsimile: 679 331 6773
Email: tenders@efl.com.fj

And

- b) bear the following identification:

- Bid for: ACCESS ROAD MAINTENANCE FOR WAINIKAOSU POWER STATION FOR ENERGY FIJI LIMITED.
- Bid Tender Number: MR 352/2024
- DO NOT OPEN BEFORE: 1600hrs on 6th November 2024

2.14 Deadline for Submission of Bids

Bids must be received by EFL at the address specified above no later than 1600 hours (Fiji Time) 6th November 2024.

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 Tenderers previously subject to the original deadline will thereafter be subject to the deadlines extended.

2.15 Late Bids

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

2.16 Modification and Withdrawal of Bids

The Tenderer 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. The modification or withdrawal of Bids notice shall also be lodged in the EFL electronic tender hosting website listed above.

No bid may be modified by the Tenderer after the deadline for submission of bids.

2.17 Rejection of One or All Bids

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 Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the rejection.

2.18 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process.

Any effort by a Tenderer to influence EFL's processing of bids or award decisions may result in the rejection of the Tenderer's bid.

Lowest bid will not necessarily be accepted as successful bid.

2.19 Clarification of Bids

To assist in the examination, evaluation and comparison of bids, EFL may, at its discretion, ask any Tenderer 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.

2.20 Compliance with Specifications

The tender shall be based on the equipment and work specified and shall be in accordance with the Technical Specification. It should be noted that unless departures from specifications are detailed in Schedules of the Technical Specification, the tender would be taken as conforming to the Specification in its entirety. The Tenderer shall tender for the whole of the Works included in the Specification.

2.21 Signature of Tenderer

A tender submitted by a Partnership shall be signed by one of the members of the Partnership and shall be accompanied by a certified authorization of all the partners authorizing the individual partner to sign on behalf of the Partnership. A tender submitted by a Corporation to the Contract and shall be accompanied by a certified resolution of the Board of Directors authorizing the individual to sign on behalf of the Corporation.

2.22 Insurance

The Tenderer is to confirm that they have in effect the insurance policies below and provide copies of valid certificates with the bid:

1. Contractors All Risk: FJ\$500,000.00
2. Public Liability Insurance : FJ\$500,000.00
3. Workmen's Compensation : FJ\$500,000.00

3 GENERAL CONDITIONS OF CONTRACT

A. CONTRACT AGREEMENT C1 CONDITIONS OF CONTRACT

1.1 PARTICULAR CONDITIONS

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

3 PERFORMANCE BOND

3.1 Contractors Bond

This Clause to be omitted.

5 GENERAL OBLIGATIONS

5.10 Programme

Delete sub clause 5.10.1 and replace with the following new paragraph

The Contractor shall submit a detailed time programme to the Engineer within 10 Working days after issuance of Purchase Order By EFL and thereafter submit a revised programme on a monthly basis.

Add new sub clause 5.19 after sub clause 5.18

5.19 Priority of Documents

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

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

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


10 TIME FOR COMPLETION

10.3 Extension of Time for Completion

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

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

| NZS Clause | Item | Entry |
|------------|------------------------------|--|
| NA | Employer's name and address: | ENERGY FIJI LIMITED 2 Marlow Street Suva |

| | | |
|-----------------------------------|--|---|
| | | |
| | Contractor's name and address: | <i>[insert following award of Contract]</i> Email Telephone number Facsimile number |
| 6 | Engineers name and address: | Manager Civil, Energy Fiji Limited |
| 10 | Time for Completion of the Works: | The time for completion shall be 3 months |
| 11 | Defects Notification Period | One (1) year. |
| NA | Sections | No Sections are defined for this Contract |
| | Governing Law: | Laws of Fiji |
| | Ruling Language: | English |
| | Language for Communications: | English |
| 10.1 | Commencement Date | <u>The Contractor shall commence the Contract Works within 24 hours from receiving the Purchase order from EFL.</u> |
| 3.1 | Amount of Contractors Bond | (N/A) |
| 10.5 | Liquidated damages for the Works | 10% of the Contract Value. |
| 10.5 | Maximum amount of delay damages | 10% of the Contract Sum |
| 12.3 | Percentage of Retention | 10% of Contract Value. |
| 12.3 | Limit of Retention Money | No limit |
| 12.2 | Minimum amount of Progress Payment Schedule | TBC |
| 1.4.2 | Currency of payment | Fiji Dollars only |
| | a) Period of submission of evidence of insurance | Within 10 working days after Letter of Acceptance |
| | Maximum amount of deductibles for insurance of the Employers risks | \$ 10,000 |
| 8.3 | Minimum amount of Public Liability Insurance | FJ\$500,000.00 per occurrence, with no limit on number of occurrences |
| 8.5 | Insuring Party of Contractor's Personnel: | Contractor |
| 8.5 | Minimum amount of insurance for Contractor's Personnel | \$ 500,000.00 per occurrence, subject also to Fiji Law |
| | The place of arbitration shall be | Suva, Fiji |
| Legal Registered Tenderer's Name: | | Signed:  |

1.2 GENERAL CONDITIONS OF CONTRACT

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

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

4 ADDITIONAL CLAUSES TO GENERAL CONDITIONS OF CONTRACT

EFL will provide during the contract stage.

5 SCOPE OF WORK

1. Project Overview

Project Title: Access Road Maintenance for Wainikaosu Power Station for Energy Fiji Limited

Project Location: Wailoa

Project Duration: 6 weeks

The site location is as shown in the map below.

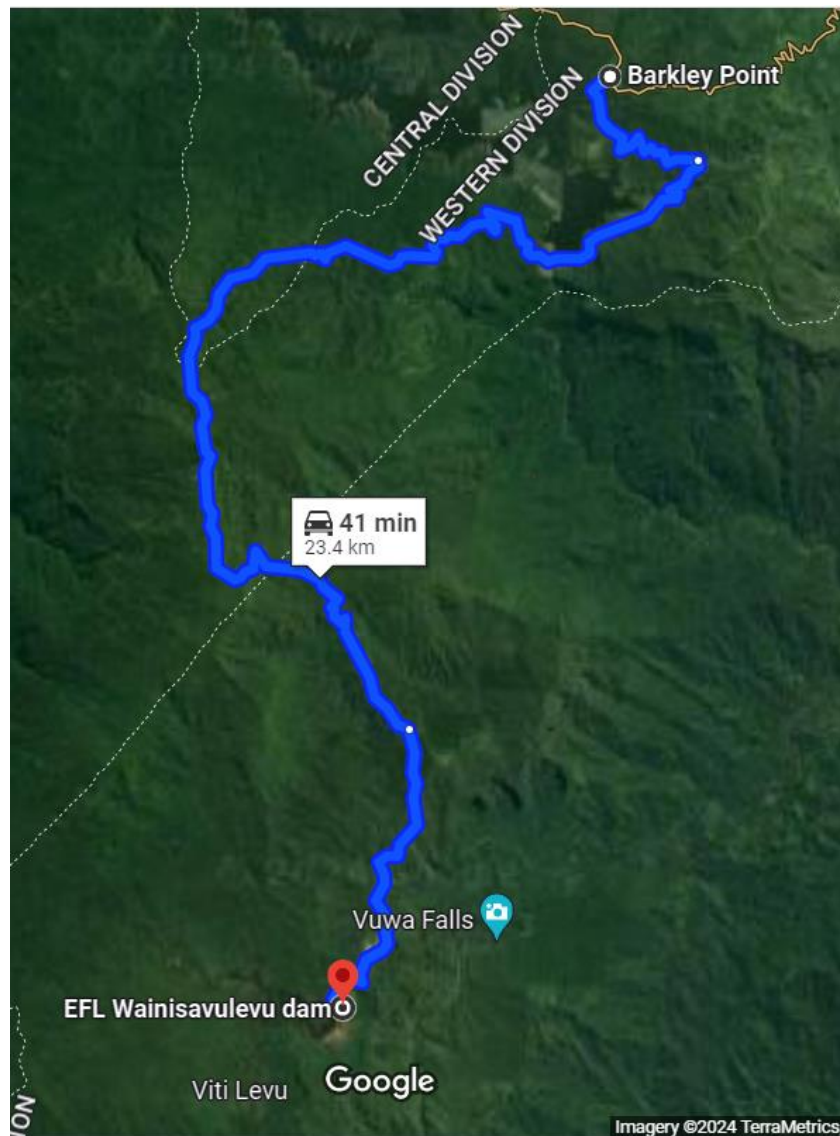


Figure 1: The Locality Map of Monasavu to Wainisavulevu Dam.

2. Project Objectives

The primary objective of this project is to grade the existing unpaved road to improve its operational integrity, safety, and usability. This includes grading, adding a suitable base material on the potholes, and implementing erosion control measures.

3. Scope of Work

3.1. Preliminary Activities

- **Site Survey and Assessment:** Conduct a thorough site survey to evaluate the current condition of the unpaved road, including drainage patterns, soil stability, and existing vegetation.
- **Design and Planning:** Develop a detailed plan for the road upgrade, including grading design, material selection, and erosion control strategies.
- **Permits and Approvals:** Secure necessary permits and approvals from local authorities and regulatory bodies if required.

3.2. Road Grading and Preparation

- **Grading:** Formation and Grade of 24 km road surface to achieve proper drainage and a smooth, stable surface. This involves cutting and filling to create a consistent roadbed with appropriate cross-falls.

3.3. Base Material Installation

- **Base Material Selection:** Choose appropriate base materials based on soil conditions and intended road use. Common options include **blasted AP 65** or a combination of materials.
- **Material Placement:** Spread and compact the base material to the specified thickness and density, ensuring it is evenly distributed. Compact the material in 50 mm layers using a 10-ton vibrating roller to create a stable driving surface.
- **Surface Treatment (if applicable):** Apply a surface treatment, such as a dust control product or a geotextile fabric, to enhance durability and reduce maintenance needs.

3.4. Safety and Traffic Management

- **Traffic Control:** Develop and implement a traffic management plan to ensure safety during construction. This may include signage, flaggers, and detour routes.
- **Worker Safety:** Provide necessary safety equipment and ensure compliance with safety regulations for all personnel on site.
- **Public Notification:** Inform local residents and businesses about the construction schedule, potential impacts, and any necessary detours.

3.5. Quality Assurance and Control

- **Inspections and Testing:** Conduct regular inspections and testing of materials and workmanship to ensure they meet the design specifications and quality standards.
- **Deficiency Correction:** Address any issues or deficiencies identified during inspections promptly to ensure a high-quality end result.

3.6. Project Close-Out

- **Final Inspection:** Perform a final inspection to verify that all work is completed to the required standards and specifications.
- **Documentation:** Provide all necessary documentation, including maintenance recommendations, and warranties for any materials used.
- **Site Cleanup:** Clean up the construction site, removing any remaining debris and restoring the area to its original condition.

4. Deliverables

- Approved permits and approvals
- Completed grading and base material installation
- Erosion control measures
- Final inspection report and project documentation

5. Timeline

The anticipated program for the work is shown below.

| Milestone | Target Deadline |
|---|---|
| Close of Tender | 06/11/2024 |
| Award of Tender | 13/11/2024 |
| Issue of Purchase Order | 18/11/2024 |
| Site Mobilization and Completion of works | 3 months after of issue of purchase order |

6. Budget

Provide a detailed budget that includes estimates for labor, materials, equipment, permits, and other associated costs. **LUMP SUM BASIS**

| Estimate for: Access Road Maintenance for Wainikaosu Power Station | | | | | |
|--|--|-----------------------|--------|------|--------|
| Length: 24km | | | | | |
| Item | Description | Unit | Qty | Rate | Amount |
| A1.0 | Preliminary and General | | | | |
| A1.1 | Establishment and Disestablishment | Ls | 1 | | |
| B1.0 | Pavement Construction | | | | |
| B1.1 | Grade and shape existing surface | m | 24,000 | | |
| B1.2 | Rolling and compaction of the road | m | 24,000 | | |
| B1.3 | Supply Blasted AP65 for Structural repairs (Pot holes) | m ³ | 700 | | |
| B1.5 | Unit Price of Cartage of Aggregate (VIP) | \$/m ³ /km | | | |
| C1.0 | Contingencies | PS | 10% | | |
| TOTAL (VIP) | | | | | |
| D1.0 | Day Works Rates (All sites) | | | | |
| D1.1 | Laborer | hr. | | | |
| D1.2 | Supervisor | hr. | | | |
| D1.3 | Utility/light truck <3.5m ³ | hr. | | | |
| D1.4 | Truck 3.5 – 9.0m ³ | hr. | | | |
| D1.5 | Excavator 6 – 16tonne | hr. | | | |
| D1.6 | Loader 0.5 – 1.5m ³ | hr. | | | |
| D1.7 | Roller 1.5 - 10tonne (static or vib) | hr. | | | |
| D1.8 | Grader | hr. | | | |
| D1.9 | D6 Dozer | hr. | | | |
| D1.10 | Rock Breaker >16tonne | hr. | | | |

NOTE: THE CONTRACTOR IS REQUESTED TO CLEAR ANY LANDSLIDE WITH MINIMUM WORK FOR WATERFLOW.

7. Assumptions and Constraints

- All work will be performed in compliance with local regulations and industry standards.
- Unforeseen site conditions may impact the project timeline and costs.
- Necessary permits and approvals will be secured prior to the start of construction.

8. Payment Schedules and Terms

The payment will be based on **Progressive** basis. EFL will not be making any advance payment for this work. **The prices quoted shall be inclusive of provisional tax for local service providers.**

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 06th November, 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.

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.