



## Request for Quotations – Minor Works

### ***Construction of a lagoon-side seawall and slab at the Fisheries Site, Teone***

The Tuvalu Fisheries Department (TFD), implementing the New Zealand funded Tuvalu Fisheries Support Programme Phase 2 (TFSP2), is seeking quotations from suitably qualified and experienced local building companies for the construction of a 39 meter reinforced concrete seawall on the lagoon side of the Fisheries Department Office at Teone. The work will include filling in behind the wall, and forming a concrete slab in the in-filled area behind the seawall. This is a 'labour and plant hire' contract only. The necessary materials will be provided by the TFD, although the contractor may need to locate and arrange for additional building rubble or similar materials for fill.

#### *Design drawings*

Copies of the outline drawings and ordered materials list can be obtained free of charge from the TFD Office, and should be viewed with this RFQ. Prospective bidders are encouraged to visit the site.

#### *Timing and delivery*

It is intended that construction will start as soon as all materials have been delivered from Fiji and cleared from the wharf. This is expected to be on Capt. Magellan voyage 9 (mid-September).

#### *Requirements (qualifications and experience)*

Proposals will be assessed against the following criteria by the senior management committee of the TFD:

- Relevant experience in construction projects of this type;
- Evidence of successfully completing at least two construction projects of a similar or greater value in the last 18 months;
- Experience of managing reinforced concrete works, including arranging plant hire;
- Value for money.

#### *Submission of proposals*

Interested bidders should submit the following information in support of their proposal on the attached forms:

- a) A completed Bid and Contract form (attached) with all highlighted sections completed. This includes the expected completion date for the project, cost estimate and cost breakdown into stage payments;
- b) A covering letter that provides: (i) The names and qualifications/experience of key personnel; and (2) A statement of projects completed with contact details for the clients.

Proposals should be delivered to the Fisheries Department Office by 3.00 p.m. on **Friday 10<sup>th</sup> September 2021**, and marked "Seawall Tender – Attention Michael Batty".

This request for proposals should not be construed as an offer to any company contacted. TFD reserves the right to reject any or all proposals, and to negotiate with any bidder if the original proposal is not acceptable.

**Specification:**

The seawall will be built of 30 MPa cement (1:1:3 mix) with a water to cement ratio of 0.45 or less. It will be reinforced by a single layer framework of D16 and D12 reinforcing bars, covered throughout by at least 75 mm thickness of concrete.

The seawall will comprise a base strip footing of 900 x 300 mm, supporting a 1200 x 300 wall. It will extend from the current seawall of the Police Maritime workshop to the cemented area in front of the NAFICOT building – a length of 39 meters.

Inside the wall, an area of approximately 200 square meters will be filled with coral stone, building rubble and other suitable materials, which will be thoroughly compacted and capped with a mesh-wire reinforced slab of 100 mm thickness. There will be a 2% slope towards the lagoon to allow drainage of rain and any flood water.

Existing trees on the site will be preserved as far as possible, while allowing vehicle access to the reclaimed area from each end.

**Instructions to Bidders:**

1. Read the Bid and Contract Form, Conditions of Contract, these Instructions to Bidders and any supplemental specifications and drawings identified in the Bid and Contract Form (collectively the "Bid Documents") before submitting your bid.
2. Complete the Bid and Contract Form (type or print legibly) and submit the form to the bid submission location before the specified bid closing date and time (bid closing).
3. You may hand-deliver or e-mail your bid. You are solely responsible for ensuring that your bid is received at the specified location or e-mail address before bid closing.
4. If you choose to submit your bid in a sealed envelope, ensure the envelope is clearly marked "bid" and identifies the contract name and location. If you fail to so mark the envelope, or if you choose to submit your bid e-mail, you assume the risk of loss of confidentiality of your bid before bid closing.
5. If you choose to submit your bid via e-mail, send a scanned copy of the completed Bid and Contract Form to the specified e-mail address only. Any other form of e-mail submission will not be accepted.
6. Up until bid closing, you may, by written request, withdraw a previously submitted bid. After bid closing, your bid cannot be withdrawn and is open to acceptance by us until 14 days after bid closing.
7. If requested by one or more bidders, bids will be opened and read aloud publicly shortly after bid closing. Alternatively, you will receive the bid results from the Contact Person indicated in the Bid and Contract Form.
8. We may not necessarily accept the lowest or any bid. We reserve the right to reject any and all bids.
9. A legally binding contract will result if and when we complete Part 8 of the Bid and Contract Form and we return a copy to you within 14 days after the bid closing.
10. Contact the Contact Person indicated in the Bid and Contract Form if you need more information.

**Attachments:**

1. Bid and Contract Form with attachments (4 pages) – part of this document
2. Outline drawings of proposed seawall project (5 pages)
3. List of materials to be provided by the Client (1 page)



# Bid and Contract Form

## TFSP2 Project

Bidders: Please read the Request for Quotations before submitting this Bid and Contract Form. Note that attachments 1 and 2 form part of this contract

### 1. Important Dates and Times

Date Invitation Issued <b>18<sup>th</sup> August 2021</b>	Site Visit Date and Time	Bid Closing Date and Time <b>3.00 p.m. 10<sup>th</sup> September 2021</b>	Work Completion Date
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### 2. Bid Submission Location/Fax No./E-mail Address

Name and Address <b>Tuvalu Fisheries Department, Teone, Funafuti</b>	Website: <b>www.tuvalufisheries.tv</b>
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### 3. Contact Person

Name <b>Michael Batty</b>	Phone: <b>20343 ext 103</b> E-mail: <b>michaelb@tuvalufisheries.tv</b>
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### 4. Contract Name and Location

Title <b>Construction of a lagoon-side seawall and slab at the Fisheries Site, Teone</b>	Address <b>Tuvalu Fisheries Department, Teone, Funafuti</b>	Project/Bldg. ID <b>TFSP2/21/21</b> Plan No. <b>01.2021</b>
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### 5. Description of Work (the "Work")

Construction of a 39 meter reinforced concrete seawall on the lagoon side of the Fisheries Department Office at Teone. The work will include filling in behind the wall, and forming a concrete slab in the in-filled area behind the seawall. This is a 'labour and plant hire' contract only. The necessary materials will be provided by the TFD, although the contractor may need to locate and arrange for additional building rubble or similar materials for fill. Fill will be thoroughly compacted before the concrete slab is poured.

### 6. The Bid Documents

The Bid Documents include this Bid and Contract Form (1 page), and the following attachments:

- Breakdown of Costs (to be completed) and Contract Conditions (3 pages)
- Request for quotations, specification and instructions to bidders ( 2  pages)
- Drawings and list of materials to be provided ( 6  pages)

### 7. Bid

We, the undersigned, having examined and read the Bid Documents, and having examined all conditions affecting the Work, are satisfied we understand the Bid Documents and declare ourselves competent to undertake and complete the Work by the specified completion date and do hereby irrevocably bid and agree to carry out the Work in accordance with the Bid Documents, for the stipulated price in Australian dollars of:

\$ \_\_\_\_\_  
(the "Contract Price")

Bidder's Legal Name and Address ("the Contractor") _____ _____ _____	Executed this _____ day of _____, _____ _____ Authorized Representative (signature) _____ (Type or Print Name)
Ph: _____ E-mail: _____	

### 8. Bid Acceptance

Accepted and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the accountable officer for projects managed by the Tuvalu Fisheries Department.

\_\_\_\_\_  
Signature

Mr Falasese Tupau, Acting Permanent Secretary, Ministry of Fisheries and Trade  
Name and Title

The Contract Id for this Contract is TFSP2/21/21.  
This Contract ID must be provided on all Contract related correspondence and applications for payment

**Attachment 1: Breakdown of cost estimate and schedule of stage payments**

<b>Stage of work</b>	<b>Estimate of labour cost</b>	<b>Estimate of plant costs</b>	<b>Estimate of Total Cost</b>
Mobilisation	10% of contract price		
Reinforcing shaped, tied and all in place for seawall			
Formwork completed and ready for pouring concrete for seawall			
Seawall completed and formwork remove			
Fill placed and compacted			
Slab completed			
End of defect period (6 mo.)	10% of contract price		
<b>Total project price</b>			

Note that you will receive your contract payments in line with the above schedule. You should estimate your expected costs of labour and plant hire/operation accurately for each stage of the work and ensure that you will have sufficient funds to cover any problems caused by bad weather or other circumstances beyond your control. An additional 10% will be paid at the time of mobilization and again when the 6 month defect period is complete to provide a 20% profit on the contract in total.

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## Attachment 2: Conditions of Contract

### 1. Labour, plant and equipment

Unless otherwise specified, you (the "Contractor") will provide and pay for all labour, tools and equipment necessary for the execution of the work. Workmanship will be of the quality specified, or if not specified, suitable for the purpose intended. You will not employ any unfit person or anyone not skilled in the work assigned to him/her.

### 2. Assignment

You will not assign this contract, in whole or part, nor sublet this contract as a whole, without our written consent, which consent will be at our sole discretion.

### 3. Termination

We may, by giving a written notice of termination to you, terminate this contract at any time.

### 4. Subcontracts

No contractual relationship will be created between any subcontractor and us. You agree to bind every subcontractor to the terms of this contract, as far as applicable to work of the subcontract.

### 5. Tax

You, the contractor, are responsible for payment of any taxes due to the Government, TPF contributions for your workers and any other charges. We, the client, will not deduct or withhold any amount from your payments to meet tax liabilities.

### 6. Protection of Work and Property

You will take all reasonable precautions necessary to protect the work and our property from damage during performance of this contract and you will make good any damage caused by you or any of your subcontractors.

### 7. Hold Harmless Agreement

You will indemnify and hold us harmless from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which you are legally responsible, including those arising out of negligence or willful acts by you or your employees or agents. This hold harmless provision will survive the contract.

### 8. Insurance

We will not provide any insurance for you, your employees, your equipment or covering any liabilities that you may incur. This is your responsibility.

### 9. Regulatory Requirements

.1 You will comply with all laws, ordinances, rules, regulations, orders, codes and other legally enforceable requirements applicable to the performance of this contract.

.2 You will apply and pay for any necessary permits or licenses required for the execution of the work.

.3 You will comply with best practice for Occupational Health and Safety, and any applicable laws and regulations on health and safety.

### 10. Cleaning

You will keep the work site free from accumulations of waste material and will leave the premises "broom clean" or its equivalent at the end of the contract.

### 11. Contract Time

Time is of the essence of the contract. You will perform the work expeditiously and with adequate forces to complete the work by the completion time you have specified.

### 13. Warranty

Neither final payment, nor any provision in the contract will relieve you from responsibility for faulty materials or workmanship which appear within one year from the date of completion of the work, or such other time as may be specified for parts of the work. You will remedy any defects, and pay for any damage to other work resulting from such defects, which appear within such time period(s).

### 14. Changes in the Work

We may order changes in the work by means of a written change order, subject to agreement between us on adjustment to contract price and contract time, if any. You will not proceed with any change in the work without a written change order.

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**15. Valuation of Changes**

The value of a change, and the change in Contract Price and Contract Time, shall be as agreed upon in writing, before the Client orders the Contractor to proceed with the change in the Work.

**16. Payment**

Payments will be made in stages, in accordance with annex 1. The contractor will submit an invoice when each payment is due and the client will immediately request payment through the Ministry of Finance for payment within 14 days. The final payment of 10% of the contract price will be payable six months after the completion of all work on the site, and subject to the Contractor making good any defects that develop in that time.

**17. Claims and Disputes**

.1 If you intend to claim any additional payment in excess of the contract price, you will give notice of your intention to us promptly after you become aware of the circumstance giving rise to the claim.

.2 You and we will make bona fide efforts to resolve the claim as soon as possible after receipt thereof. When we issue a final written position on the claim, or if we fail to do so within a reasonable time, and the claim remains unresolved, the claim will be considered a dispute.

.3 If a dispute of any kind arises between you and us, and cannot be resolved amicably by mutual agreement, the matter will be settled in accordance with the laws of Tuvalu.

**18. Right of Review**

You will permit us, or anyone acting on our behalf, to review, inspect and critique your performance of the work. We may, at the completion of the work, evaluate your performance of the work. The results of the performance evaluation will be reviewed with you and may be shared with your future clients.

**19. Recycling**

You will ensure that work on our property is provided in an environmentally friendly manner using best practices that mitigate harmful environmental impacts. Waste materials resulting from your activities under this Contract will be re-used if possible, or if not, disposed of in accordance with advice from the Department of Waste Management.

**COUNTERPART SIGNATURES AND ELECTRONIC COPIES**

This Contract may be executed by the parties in counterparts, and may be delivered by electronic transmission in Portable Document Format (PDF), each of which upon execution and delivery shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.