



**Specifications -
Bailiff Services Tender for
Energy Fiji Limited (“EFL”)
MR 24/2019**

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1. INTRODUCTION

Background – Debt Management Unit, Customer Services Business Unit - Energy Fiji Limited

Energy Fiji Limited was incorporated and formed in 2018 into a limited liability public company of the Fijian Government under the Companies Act, 2015 (referred to as the “**Company**” / “**EFL**”) whilst maintaining its core functions of supplying energy, generating, transmitting, transforming and distributing energy – whilst selling energy either in bulk or to individual customers in Fiji.

EFL is entrusted with enforcing the Electricity Act 1966 and 2017 respectively with relevant regulations, setting standards, examining and registering electricians, and is also empowered to approve and license suppliers to serve certain areas.

Currently we are serving more than 180,000 customers Fiji wide and this will continue to grow as we connect more and more customers to our grid annually. However, the timely sales of energy and collection of revenue monies from customers (those due) has proven quite a challenge. This is where EFL’s Debt Management Unit (“**DMU**”) comes into play to ensure that all outstanding sales, and debt recovery from customers are efficiently and appropriately.

1.2 Purpose of the Tender Exercise

EFL seeks reliable bailiff service providers (“**Services**”) in Fiji who are able to properly serve EFL customers with relevant legal documents – and these are to be done on a “as and need” basis. This will also mean – the enforcement of Orders sealed by the Courts, and the service and acknowledgement of these orders on customers who have defaulted.

Given the sales recovery aspect is an integral part of EFL, the acquiring of reliable bailiffs with proven service records will certainly assist EFL in collecting the unpaid energy bills.

EFL will endeavour to acquire one or two successful bailiffs to carry out these Services as efficiently and diligently as possible. Eventually, the Services may increase which is dependent on the timeliness of DMU’s recovery. The Services required from the successful bailiffs will be distributed by the DMU – and the contractual terms and conditions will govern both EFL and such persons on how the Services are to be performed.

The duration of the Services agreement with EFL shall be for a maximum of 3 years from the date of signing; and it is anticipated that 2 providers or individuals will be awarded a place and shall commence the week beginning _th ____ 2019.

2. Requirements from the Bidder:-

In order to be a successful bidder, one must ensure that the following documents are in place and provided in the tender bid:-

1. Have a valid driver’s licence (certified true copy of this would suffice);
2. Provide a Voter’s Identification Card (Voter’s ID) for verification purposes;
3. Have a valid TIN (Tax Identification Number);

4. Have a valid FNPF (Fiji National Provident Fund) - Compliance Certificate for 2019;
5. Have a valid FRCS (Fiji Revenue and Customs Services) - Compliance Certificate for 2019;
6. Have a valid Bailiff licence for the year 2019; and
7. Provide at least 3 written references from reputable organisations or individuals who have utilised your Bailiff services in the last 3 years.

3. Scope of Work for Bailiff Services for Central, Western and Northern Divisions

The Bailiff Services/Scope of Services for EFL are not limited to these but include the following services:-

1. Serving persons, individuals, businesses or companies with EFL Legal Demand Notices;
2. Serving of Winding up Petitions, Notices – on Companies;
3. Ensuring that these are carried out and Affidavits of Service signed by the said bailiff before a Commissioner for Oaths, Justice of the Peace or Solicitor/Lawyer;
4. Serving of Writs of Summons as and when required;
5. Serving of sealed Court Orders;
6. Serving of sealed Default Judgments;
7. Serving of EFL Small Claim Tribunal Claims;
8. Serving Writs of FIFA; obtaining the acknowledgement of service and affidavit of service;
9. Bankruptcy Application;
10. Receiving Order;
11. Proof of Debt;
12. Subpoenas – Serving of these on witnesses working outside for EFL cases; and
13. Ensure the Affidavits of Service are properly signed by the Bailiff and witnessed before the appropriate persons mentioned in no.2 above.

4. Task Descriptions

1. Ensure all Legal Documents required to be served by EFL's DMU (*as defined earlier*) are served successfully and honestly in a timely manner.
2. Ensure efficient and effective delivery service, taking into account the geographical locations of the customers, the current weather conditions and economic viability to locate and serve the customers.
3. Ensure the Customer's information/details and data from the DMU are obtained prior to carrying out the service of the Legal Documents; and ensuring the said information is returned to the DMU.
4. Records of all delivery attempt must be documented; and given to the DMU.
5. Ensure to report back to the DMU to uplift Affidavit of Service and make arrangements to sign the same before a Commissioner of Oaths/Solicitor/Lawyer/Justice of Peace.
6. Reports of every work carried out are to be submitted at all times or any point in time required by the Credit Controller – DMU Unit at EFL HQ, Suva.
7. Provide proper and correct invoices (invoices to have a TIN) of charges & fees in accordance with the agreed and approved price schedule; and
8. Be able to support and carry out any other related duties as and when required by EFL; usually to be issued out by the Credit Controller – DMU, EFL Headquarters, Suva.

5. Excellent Attributes of a Bailiff Services Provider

1. Be innovative and customer orientated;
2. At all material times provide service without fail or delay;
3. Have the ability to be clear and negotiate, mitigate and co-operate when required to; and
4. Be Mindful and always aspire all task towards EFL's Values.

6. Payments of Service

Payment Terms: A minimum of 30 days payment against successfully supplying the required Services as per work scope or as agreed to in the contract.

7. Termination of Contract

The termination of the contract between EFL and the bailiff will be in accordance with the Contract between the parties - where there are serious breaches with the performance of the Services. EFL, however maintains its discretion to terminate the Contract entirely as it sees fit.

Schedule of Fees/Cost [Optional]

Bailiff services will be on a “as and when” required by Energy Fiji Limited. Bidders are required to propose their charges and options below.

Legal Document	GEOGRAPHICAL LOCATIONS							
	CENTRAL							
	Levuka	Korovou	Nausori	Naitasiri	Nasinu	Suva	Navua	Namosi
Demand Notice (7days)								
S221 Notice (21days)								
Writ of Summons								
Winding up Petition (Documents)								
Judgement Debtor Summons								
Default Judgment								
Receiving Orders								
Winding Up Order								
Proof of Debt								
Small Claims Tribunal (Claim)								
Writ of FIFA								
Subpoenas								

Legal Document	GEOGRAPHICAL LOCATIONS					
	WESTERN					
	Sigatoka	Nadi	Lautoka	Ba	Tavua	Rakiraki
Demand Notice (7days)						
S221 Notice (21days)						
Writ of Summons						
Winding up Petition (Documents)						
Judgement Debtor Summons						
Default Judgment						
Receiving Orders						
Winding Up Order						
Proof of Debt						
Small Claims Tribunal (Claim)						
Writ of FIFA						
Subpoenas						

Legal Document	GEOGRAPHICAL LOCATIONS			
	NORTHERN			
	Labasa	Savusavu	Seaqaqa	Taveuni
Demand Notice (7days)				
S221 Notice (21days)				
Writ of Summons				
Winding up Petition (Documents)				
Judgement Debtor Summons				
Default Judgment				
Receiving Orders				
Winding Up Order				
Proof of Debt				
Small Claims Tribunal (Claim)				
Writ of FIFA				
Subpoenas				

General Information & Checklist Required

The Bidders must ensure that the details and documentation mention below must be submitted as part of their tender bid and our proper evaluation.

Tender Number _____

Tender Name _____

1. Full Company / Business /Individuals Name: _____

(Attach copy of Registration Certificate)

2. Director/Owner(s): _____

3. Bailiff License & Certificates Number (Attach Certificate): _____

4. Bailiff License Expiry Date: _____

4. Postal Address: _____

5. Phone Contact: _____

6. Fax Number: _____

7. Email address: _____

8. Office Location: _____

9. TIN Number: _____

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

10. FNPF Employer Registration Number: _____ (For Local Bidders Company only) (Mandatory)

11. FNPF Number: _____ (For Local Bidders Individual only) (Mandatory)

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

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

14. Provide a copy of your Curriculums Vitae/Resume (For Local Bidders Individual only) (Mandatory)

15. Provide more than 3 Referrals with excellent track record (For Local Bidders both Individual & Company) (Mandatory)

14. Contact Person: _____

I declare that all the above information is correct.

Name: _____

Sign: _____

Position: _____

Date: _____

Submission of Tender

Two (2) hard copies of the tender bids in sealed envelope shall be deposited in the tender box located at the Supply Chain Office at the EFL Head Office, 2 Marlow Street, Suva, Fiji.

Courier charges for delivery of Tender Document must be paid by the bidders.

This tender closes at 4:00 p.m. (16.00hrs Fiji time) on Wednesday 6th March, 2019.

Each tender shall be sealed in an envelope with the envelope bearing only the following marking:

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Bailiff Services for Energy Fiji Limited

The Secretary, Tender Committee

Energy Fiji Limited

Supply Chain Office

Private Mail Bag,

Suva

It must also indicate the name and address of the tenderer on the reverse of the envelope.

All late tenders, unmarked Envelopes and envelopes without bidder's name and address on the reverse on the envelope will be returned to the Tenderers unopened. (Bids via e-mail or fax will not be considered)

The bidders must ensure that their bid is inclusive of all Taxes payable under Fiji Income Tax Act and must have the most current Tax Compliance Certificate.

For further information or clarification please contact our Supply Chain Office on phone (+679) 3224360 or (+679) 9991587.

Bidders are requested to submit a:

- **Valid Tax Compliance Certificate**
- **FNPF Compliance Certificate**