

TENDER FOR SUPPLY OF FIBRE OPTIC CABLE & ACCESSORIES

TENDER NO: MR15/2016

**TENDER FOR SUPPLY OF
UNDERGORUND SINGLE MODE
FIBRE OPTIC CABLE &
ACCESSORIES**

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**MR??/2016 – TENDER FOR SUPPLY OF SINGLE MODE ADSS FIBRE OPTIC CABLE
AND ACCESSORIES**

SECTION- I

**FIJI ELECTRICITY AUTHORITY.
2 MARLOW STREET
SUVA
FIJI**

NOTICE INVITING TENDER

Sealed Tenders are invited by FEA from Manufacturers/authorised Dealers having registered offices in Suva FIJI for the supply of ADSS fibre OPTIC CABLE and ACCESSORIES.

Schedule to the invitation of tender:

	Item	Details
1	Tender No.	MR 15/2016
2	Time and last date of depositing tender/Bid	02/03/2016
3	Minimum validity of Bid offer	30 days
4	Details of items required	36 core Underground fibre, Underground Enclosure for 72 core fibre splicing capacity.
5	Web site address	www.evalua.com.fj/fea
6	Email Address	TDelairewa@fea.com.fj

Intending eligible bidders may obtain Bid document from Supply Chain Department or request it through email to Abduln@fea.com.fj

**SECTION II
INSTRUCTIONS TO BIDDERS**

1. DEFINITIONS

- a) "The Purchaser" or "Buyer" means the Fiji Electricity Authority. Herein referred to as FEA.
- b) "The Bidder or tenderer" means the individual or firm who participates in this Tender and submits its bid.
- c) "The Contractor/Supplier" means the individual or firm supplying the goods under the contract.
- d) "The Goods" means all the equipment, machinery, and/or other materials which the bidder is required to supply to the Purchaser under the contract.
- e) "The Purchase Order" /"Work order" means the order placed by the Purchaser on the supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- f) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

2. ELIGIBLE BIDDERS:

- 2.1. The eligible bidder(s) should be a registered Company with valid business licence operating in that particular country.
- 2.2. The bidder must be a registered branch office of the original equipment manufacturer or its authorized dealer.

3. BID DOCUMENT:

- 3.1. Tender documents should be submitted in the enclosed form. All the pages of Tender document should be signed by the Tenderer.
- 3.2. Sealed original tender document may be deposited in the tender box provided for the purpose in the office up to anytime from 8am to 4:30pm Monday to Thursday and 8am to 4:30pm Friday Fiji time

4. CLARIFICATION OF BID DOCUMENTS

- 4.1. A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing via email at the Purchaser's mailing address indicated in the invitation for Bids. The Purchaser shall respond in via email to any request for clarification of the Bid Documents, which it receives not later than 5 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents. A request for clarification, which is considered by the Purchaser as either frivolous or is already sufficiently explained in the bid documents or is, in any way not considered pertinent shall be replied to accordingly by the Purchaser.
- 4.2. Any clarification issued by FEA in response to query raised by prospective bidder shall form an integral part of the tender document and it would amount to an amendment of relevant clauses of the tender document.

5. AMENDMENT OF BID DOCUMENTS:

- a) At any time, prior to the date for submission of bids, the Purchaser may, for any reasons, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- b) The amendments shall be notified in writing or by email to all prospective bidders on the address intimated at the time of uploading of bid document from the Purchaser and these amendments will be binding on them. The bidder shall also indicate their contact information which includes email address, Fax Nos/Telephone No. on the bid form submitted by them.

- c) In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably. However the prospective bidders shall not claim this facility as a right on any account.
- d) The bidders will be notified via email with reference to any amendment to the tender document or to clarification to the queries raised by the bidders till a day prior to the opening of the tender. FEA reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments for their completeness.

6. Preparation of Bid:

- 6.1. The bid should be properly binded and information containing technical requirements and specifications shall be clearly stated.
- 6.2. The full name and address of the tenderer should be written on the bottom left hand Corner of the sealed outer cover.
- 6.3. Technical information shall contain documents establishing bidder's eligibility. This is to evaluate the competence of the bidder in carrying out the work as per the sample supplied. Technical information must contain the following details.
1. Valid Certificate of Commercial Registration (CR).
 2. Technical Brochure of the product proposed for supply
 3. Complete installation manual
 4. Conditions of Warranty and Warranty Limitations
 - 6.
- 6.4. Financial bid: The bidder should quote for all items mentioned in the price schedule of the Financial Bid. NO ENCLOSURES ARE ALLOWED WITH THE FINANCIAL BID.

7. SUBMISSION OF BIDS .

- 7.1. Bids must be addressed to “**The Secretary Tender Committee**”, **Fiji Electricity Authority, Private Mail Bag, Suva, Fiji Islands** and deposited in the tender box kept for the purpose in the supply chain office at the FEA main office or submitted online through email or any others means acceptable to FEA.
- 7.2. The envelope shall be clearly marked “TENDER FOR SUPPLY OF FIBRE OPTIC CABLE” (Tender number and the words “DO NOT OPEN BEFORE” due date & time).

- 7.3. It is the bidders' responsibility to ensure that the tenders are delivered in time at the above address.
- 7.4. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 5 of Section-II in which case all rights and obligations of the Purchaser and bidders subject to the previous deadline will thereafter be subjected to the deadline as extended.
- 7.5. Any bidder can submit only one bid. If more than one bid are submitted by a bidder, all the bids of the said bidder shall be disqualified.
- 7.6. Bidder has to sign all the pages of the tender document which implies that he has understood and accepted the terms & conditions of the tender,
- 7.7. Venue of Tender Opening :Tender will be opened in the FEA main office located at 2 Marlow Street, Suva, FIJI.

8. LATE BIDS

Any bid received by the Purchaser after the deadline for submission of bids shall be rejected.

9. MODIFICATION AND WITHDRAWAL OF BIDS

- 9.1. The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bid/s.
- 9.2. The bidder's modification or withdrawal notice shall be communicated via email to the email address provided, i.e. TDelairewa@fea.com.fj
- 9.3. As per Tender document, no bid shall be modified subsequent to the deadline for submission of bids.

10. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be via email. However, no post bid clarification at the initiative of the bidder;

shall be entertained.

11. BID PRICES

11.1. The rates quoted should remain current for a maximum period of 150 days from the date of acceptance of the tender.

11.2. "DISCOUNT, if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free Installation, etc into account".

11.3. **The quoted price shall be in FJD \$ and VAT inclusive** or any other currency clearly stating the INCOTERMS

12. Tender Evaluation:

12.1. The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/validated by the Purchaser, and who are willing to accept the FEA payment terms as finally approved by the purchaser for placement of Purchase Orders.

12.2. As a part of the technical evaluation the bidders are required to provide video footage (demo) to demonstrate all the products offered for completing the technical evaluation.

12.3. Such of those bidders who are not able to provide video footage will stand a chance of disqualification if the "purchaser" decides that the demo is critical to understand the product function and establish its usefulness.

13. Award of Contract

13.1. FEA, 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 assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action or any violation of the Integrity Pact which has to be signed by all bidders.

13.2. FEA, reserves the right to award the tender to more than one firm at his discretion.

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13.3. Submission of tender in response to this tender call will be taken to mean that all terms and conditions mentioned in this tender are acceptable to the tenderer and he is agreeable to abide by them

14. POWER OF ATTORNEY:

14.1. The Power of Attorney for signing the tender document in case the authority signing the document is not the owner of the Company/firm should be submitted.

14.2. The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body Corporate.

**15. DOCUMENTS ESTABLISHING BIDDERS ELIGIBILITY AND
QUALIFICATINS:**

The following documents should be attached to the original Tender document as part of technical bid.

- 1) Valid Certificate of Commercial Registration (CR).
- 2) Technical Brochure of the product proposed for supply
- 3) Complete Installation manual.**
- 4) Conditions of Warranty and Warranty Limitations.

**SECTION III
GENERAL (COMMERCIAL) Conditions of Contract**

1. APPLICATION

The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods. /services

2. STANDARDS

The Goods/services installed under this contract shall conform to the standards prescribed in the Technical Specifications.

3. PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent , trademark or industrial design rights arising from use of the goods or any part thereof in Telecom Network.

4. PERFORMANCE SECURITY

NIL

5. QUALITY ASSURANCE (QA) REQUIREMENTS:

The bidder shall provide copies of certificates from reputed testing labs regarding the reliability of the measurements taken from the fibre optic cable and other accessories required to support the cable.

6. DELIVERY OF GOODS:

Delivery of the items as per the purchase order from this office as and when released should be made within a maximum of 60 days from the date of purchase order.

7. PURCHASER'S RIGHT TO VARY THE QUANTITIES AT THE TIME OF AWARD:

Purchaser has a right to vary quantities at the time of award. The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity up to 25% of the total quantity of goods and services specified in the schedule of requirement without any change in unit price of the offered quantity or other terms and conditions.

8. PAYMENT:

8.1. Payment terms:

30 days payment against delivery of goods in FIJI.

9. TERMINATION FOR DEFAULT

9.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

1. If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
2. If the supplier fails to perform any other obligation(s) under the Contract;
and
3. If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

10. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of the contract shall supplement the General Conditions of the Contract and wherever there is a conflict, the provision herein shall prevail over those in section I & II & III.
2. Date fixed for opening of bids is, if subsequently, declared as holiday by the Government, the revised schedule will be notified. However in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Purchaser.
4. Any clarification issued by FEA, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clause(s) of the bid documents.
5. The Purchaser reserves the right to counter offers price(s) against price(s) quoted by any bidder.
6. The purchaser reserves the right to reject a bid as non-responsive if the prices for all items are not quoted by the bidder in the price schedule.
7. It is not mandatory on the part of the purchaser to issue Purchase order to successful bidder for the entire quantities of the tender. The Purchaser reserves the right to issue purchase orders to minimum quantities not less than 50% of the quantities projected in the tender.
8. The tender shall be evaluated on the basis of rate mentioned in the price schedule of Section VI (FINANCIAL BID)
9. The Purchaser reserves the right to negotiate with the bidder for the rates quoted under the Price Schedule of the financial bid.

SECTION IV

**MINIMUM SPECIFICATIONS WHICH THE FIBRE CABLE 36 core
Underground Fibre Optic Cable shall meet the following minimum
specifications:**

1.1. The cable shall be manufactured to the following standards:

1.1.1. Single mode type G652D

1.1.2. IEC 60793-1

1.1.3. IEC 60793-3

1.1.4. IEC 60794-3-10

1.1.5. ITU-T G.650

1.1.6. ITU-T G.652

1.1.7. EI/TIA 596

2. Enclosure

2.1. To be used for underground installation and shall support a minimum of
72 splicing.

SECTION-VI

PRICE SCHEDULE

5. Tender No. : **MR15/2016**
6. Name of the tenderer with address :
7. Signature with designation & seal of the Tender form issuing authority
-

DECLARATION:

I/We have read and understood the terms and conditions in this form supplied to me/us and hereby declare that I/We accept the terms and conditions mentioned there in. I/We hereby quote our rates for consideration for supply of Testing Instruments.

	Description	QTY	Km/drum	Unit Price (VIP - FJD \$)	Total Price (VIP – FJD \$)
1	36 Core SM underground fibre optic cable	6 km	1 x 4.5 km 1 x 1.5 km		
7	Enclosure for minimum of 76 core Fibre Optic cable – for underground installation.	16			
	Total VIP Price (FJD \$)				

Tender Submission - Instruction to bidders

It is mandatory for Bidders to upload a copy of their bid in the **TENDER LINK** Electronic Tender Box no later than **4:00pm, on Wednesday 2nd March, 2016**.

To register your interest and tender a response, view 'Current Tenders' at: <https://www.tenderlink.com/fea>

For further information contact The Secretary Tender Committee, by e-mail TDelairewa@fea.com.fj

In addition, hard copies of the tender, one original and one copy must be deposited in the tender box located at the FEA Head Office, 2 Marlow Street, Suva, Fiji no later than **4:00pm, on Wednesday 2nd March, 2016**. - Addressed as

Tender – MR 15/2016 – Supply of Underground Single Mode Optic Cable and Accessories – (Hibiscus Park – Suva Substation)

**The Secretary Tender Committee
Fiji Electricity Authority
Head Office
Suva
Fiji**

- **Hard copies of the Tender bid will also be accepted after the closing date and time provided a soft copy is uploaded in the e-Tender Box and it is dispatched before the closing date and time.**
- Tenders received after **4:00pm** on the closing date of **Wednesday 2nd February, 2016** will not be considered.
- Lowest bid will not necessarily be accepted as successful bid.
- **It is the responsibility of the bidder to pay courier chargers and all other cost associated with the delivery of the hard copy of the Tender submission.**

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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: _____