



ENERGY FIJI LIMITED

BIDDING DOCUMENT

MR273/2018 – SUPPLY OF 132kV TRANSMISSION TOOLS AND EQUIPMENT

Section 1: Instructions to Bidders

1. Scope of Bid	<p>Energy Fiji Limited (hereinafter referred to as "the purchaser"), wishes to receive bids for Supply of 132kV Transmission Tools and Equipment as specified in these bidding documents (hereinafter referred to as "TOOLS AND EQUIPMENT").</p>
2. Eligible Bidders	<p>This Invitation to Bid is open to bidders who have sound financial background and have previous experience in handling such projects.</p> <p>Bidders shall provide such evidence of their continued eligibility satisfactory to the purchaser as the purchaser shall reasonably request.</p> <p>Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent.</p>
3. Eligible Materials, Equipment and Services	<p>The TOOLS AND EQUIPMENT to be supplied under the Contract shall have their origin from reputable companies from various countries. At the Purchaser's request, bidders may be required to provide evidence of the origin of various parts of the TOOLS AND EQUIPMENT.</p>
4. Qualification of the Bidder	<p>To be qualified for award of Contract, bidders shall submit proposals regarding work methods, scheduling and resourcing which shall be provided in sufficient detail to confirm the bidder's capability to fulfill the contract.</p>
5. Cost of Bidding	<p>The bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for those costs.</p>
6. Sealing and Marking of Bids	<p>Bidders are required to submit both Electronic as well as Hard copies of the Bid.</p> <p>Tender Submission – Instruction to Bidders</p> <p>Hard Copy Submission</p> <p>Three (3) hard copies of the tender bids in a sealed envelope shall be deposited in the tender box located at the Supply Chain Office at the EFL Head Office located at 2 Marlow Street, Suva, Fiji.</p> <p>The bidder shall seal the original hard copy of the bid comprising of both the technical proposal and the price proposal, in one envelope and clearly mark the envelope as: "ORIGINAL – PROPOSAL". Bidders shall also provide other 2 copies of the original bid and mark them as "COPY – PROPOSAL". Each copy proposal shall also be individually sealed within an envelope. The 3 envelopes comprising the Original and Copies of the bids shall be sealed within an outer envelope. All inner and outer envelopes shall bear the following marking/identification:</p> <p>Bid for Tender MR273/2018 – SUPPLY OF 132KV TRANSMISSION TOOLS AND EQUIPMENT</p> <p>DO NOT OPEN BEFORE TENDER CLOSING DATE AND TIME.</p>

All envelopes shall also indicate the name and address of the Bidder on the reverse of the envelope.

The inner and outer envelopes shall be addressed to EFL as follows:

TENDER MR273/2018 - SUPPLY OF 132KV TRANSMISSION TOOLS AND EQUIPMENT

**The Secretary - Tender Committee,
C/O Supply Chain Office.
Energy Fiji Limited,
Private mail Bag,
2 Marlow Street,
Suva, Fiji Islands**

All postage or courier charges for delivery of the Tender Bids must be paid by the bidders. It is the responsibility of the bidder to pay courier charges and all other costs associated with the delivery of the hard copy of the Tender Bid submission.

This tender closes at 4:00pm on Wednesday, 1ST of August, 2018.

All late tender bids, and inadequately marked envelopes shall be returned to the Tenderers unopened. (Bids via email or fax will not be considered).

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

Hard Copies of the Tender bid will also be accepted after 4pm on Wednesday 1st of August, 2018, provided a soft copy has been uploaded in the e – Tender Box and the hard copy has been posted or couriered before the closing time and date.

Electronic Submission of Bids

It is mandatory for the Bidders to upload an electronic submission of their bid in the TENDER LINK Electronic Tender Box no later than 4:00pm, on Wednesday 1st of August, 2018.

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

For further information contact the Secretary Tender Committee by email TDelairewa@efl.com.fj

Tenders received after the closing date shall not be considered

Lowest bid shall not necessarily be accepted as the most successful bid.

<p>7. Deadline for Submission of Bids</p>	<p>Bids must be received by the purchaser at the address specified above no later than 1600 hours (Fiji Time i.e. UTC +12:00 hrs) (Wednesday, 1st August, 2018).</p> <p>The purchaser may, at its discretion, extend the deadline for submission of bids by issuing an addendum, in which case all rights and obligations of the purchaser and the bidders previously subject to the original deadline will thereafter be subject to the deadlines extended.</p>
<p>8. Late Bids</p>	<p>Any bid received by the purchaser after the deadline for submission of bids prescribed will be rejected and returned unopened to the bidder.</p>
<p>9. Modification and Withdrawal of Bids</p>	<p>The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline for submission of bids.</p> <p>The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.</p> <p>No bid may be modified by the bidder after the deadline for submission of bids.</p>
<p>10. Purchaser's Right to Accept any Bid and to Reject any or all Bids</p>	<p>The Purchaser 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 Purchaser's action.</p>
<p>11. Notification of Award</p>	<p>Prior to expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder by fax/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 Purchaser will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").</p> <p>The notification of award will constitute the formation of the Contract.</p> <p>Upon the furnishing by the successful bidder of a performance security, the Purchaser will promptly notify the other bidders that their bids have been unsuccessful.</p>
<p>12. General Conditions of Contract</p>	<p>The General Conditions of Contract after the finalising and awarding of the Contract shall be based upon AS 4911 – 2003: GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF EQUIPMENT WITHOUT INSTALLATION except any deviations mentioned in this tender document. The particular conditions, exceptions and departures from AS/NZS 4911 – 2003 have been provided in the Appendix section of this Tender Document.</p>

<p>12. Signing of Contract Agreement</p>	<p>All tender evaluations and decision making within EFL is anticipated to be completed by 31st August, 2018. Thereafter, the Purchaser shall send the supplier an Award Letter stating that his bid has been accepted. The Purchase shall then be required to send to the Purchaser, a Letter of Acceptance based on the prices stated in the Award Letter.</p> <p>A draft contract document shall then be sent to the supplier which is anticipated to be signed off by 10th August 2018.</p>
<p>13. Corrupt or Fraudulent Practices</p>	<p>The Purchaser requires that the Contractor to observe the highest standard of ethics during the procurement and execution of such contracts. In Pursuance of this policy, the Purchaser:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) "corrupt practice" means behaviour 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 Purchaser, 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 Purchaser of the benefits of free and open competition; <p>(b) 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.</p>

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Section 2: Technical Specification

1 General Description

Energy Fiji Limited invites sealed tenders from reputable companies with the relevant experience, for the Supply of 132kV Tower Construction Tools and Equipment.

1. EFL's preferred brand of product for these tools and hardware are Tesmec, Timberland, Bridon, Cookes, Kito, Pelican, Powercom, Tirfor, Ten Group and Vital Ltd. Further information can be sought from the links provided below each items.
2. A list of tools and quantity required with its associated brand details is tabulated for correct product verification (Catalogues attached). However;
3. While EFL's preference lies in the above-mentioned manufacturers' product range, other brands with equivalent capability, technical qualities, reliability, design characteristics, and manufacturing quality control **shall be equally considered** by the EFL during tender evaluation.
4. For the preferred brand and other equivalent brands; model number illustrated installation, assembly and operating manual, brand or make and country of origin, relevant test reports, certificates and also evidence of service and storage life shall be clearly stated.
5. All bidders, shall cite relevant AS/NZS, IEC, IEEE, ANSI standards and submit relevant documents proving and validating the compliance of the products in their bids with the relevant standards.
6. The tools and equipment shall perform without distress in both normal and fault based conditions.
7. The tools and equipment shall be in accordance with IEC 68-2 and ISO 9000 and shall be robust enough to sustain bumps or jolts while transportation from one place to another while carrying out the work and in doing so does not affect the performance of the tools.
8. All the tools and equipment shall be suitably protected with casing or covers and boxed to prevent damage or deterioration during transit, handling and storage. Should the above not be met, supplier will be responsible for the damage or loss incurred.
9. During the tender evaluation, demonstration of the products may be required.

2 Scope of Supply

The Tools and Equipment shall be used for the construction of EFL's 132kV Transmission Steel Lattice Towers and the stringing of power conductors and OPGW.

2.1 Items and Quantities Required

A list of all the tools and equipment required with its corresponding quantity has been tabulated from catalogues of various brands, mentioned in the table below together with the item's model number and the quantity required. The catalogues can be downloaded from the links provided below:

- <http://www.tesmec.com>
- <http://timberlandequipment.com>
- <https://www.specialisedforce.com.au>
- <http://bridon.co.nz>
- <https://www.tengroup.com.au>
- <http://www.holger-clasen.de>
- <https://www.hfgp.com>

Items and Quantities Required

No.	Description	Available Supplier	Model	Description	Quantity
1	Conductor and OPGW Tensioner/Puller (10mm Dia OPGW, 17.5mm Dia ACSR Conductor, 14kN Stringing Tension)	Tesmec Timberland	AFS404 PT40-1H/1DD	Max Pull/Tension – 25kN Conductor Diameter Range – 15mm – 30mm	2
2	Conductor and OPGW Braked Drum Stand	Timberland	RS70-SL	Max Conductor Reel Weight - 7400kg Max Reel Diameter – 2400mm Max Reel Width – 1500mm	2
3	Reel Winder	Tesmec Timberland	RVA001 RW-15-90x52	Max Conductor Reel Weight - 9072kg Max Reel Diameter – 2438mm Max Reel Width – 1320mm Max Shaft Dia – 89mm	2
4	Conductor Pulling Winch (Tower Winch)	Tesmec	AMB206 – AMB207	Wheel Mounted Winch Max Pull – 15kN Speed at Max Pull – 0.35km/hr Max Speed – 2.4km/hr Pull at Max Speed – 5kN Capstan Diameter – 225mm Engine – Gasoline 8.1kW (11hp)	2
5	Cross arm Ladder Vertical	Tesmec	SCS301	Length – 6m Working Load – 300kg Linear Mass – 3.8kg/m	4
6	Cross arm Ladder Horizontal	Tesmec	SCA500	Length – 6.5m Working Load – 300kg Linear Mass – 4.7kg/m	4
7	Self – Gripping Clamps (Come – Alongs)	Powercom Tesmec	IRI3104 – S MOT150GC	Max Conductor Dia – 45mm	8
8	Chain Hoists	Tesmec Timberland	PAX001 LHH-5	Capacity – 5 Ton	8

9	Pull Rope	Tesmec	COH016	Capacity - 30kN	10
		Timberland	PCRU Rope		
10	Lifting Rope Sets	Tesmec	COI116	Dia – 16mm Work Load – 34.16kN Weight – 120g/m	10
11	Lifting Slings	Bridon New Zealand	09365400	Capacity – 5000kg Length – 4m	10
12	Running Blocks – ACSR Conductor	Timberland	6707	Conductor Dia – 25mm	8
13	Running Blocks – OPGW	Timberland	4730-1NyS	OPGW Dia – 10mm	8
14	Snatch Blocks	Tesmec	CZA370 CZA001	Working Load – 36kN	4
15	Stocking Grips – ACSR Conductor	Timberland	1656 – 40	Conductor Diameter Range: 16mm – 25mm Minimum stringing tension – 30kN	4
		Tesmec	MOT170SF		
16	Stocking Grips – OPGW	Timberland	OPGW Pulling Grips	Minimum Dia – 10mm Minimum stringing tension – 10kN	4
		Tesmec	MOT150GC		
17	Pulling Swivel	Timberland	SW – 10	Min Tension – 30kN	4
		Tesmec	GGT010		
18	Anti- Twisting Counterweights (OPGW)	Timberland	4728-1RB	Minimum stringing tension – 10kN	4
		Tesmec	RRF001 RRF010		
19	Conductor Cutter – ACSR Conductor	Timberland	S – 20	Hydraulic Minimum Conductor Dia – 25mm	8
		Tesmec	TNI001		
20	Conductor Joint Press and Die – ACSR Conductor	Timberland	CH12T	Hydraulic Conductor Diameter Range: 16mm - 25mm	4
		Tesmec	PRT510		
21	Dynamometer	Timberland	Dynamometer	Minimum Stringing Tension – 50kN	4
		Tesmec	DLE370		
22	Running Earths	Timberland	9003-3A		4

		Tesmec	MTR001	Groove Minimum Dia – 25mm	
23	Earth Rods and Cables	Hastings	TEMP-ERD	Depth Mark – 600mm Rod Outside Dia – 16mm Short Circuit Current Rating – 10kA	4
24	Earth Mats	Hastings	KTM5-5-1.5NT-A	Minimum Dimension – 1.5m x 1.5m	8
25	Discharge Sticks	Hastings	A1006-CLCM	Lead Length – 3m Hook Opening – 34.9mm	4
26	Crimping Tool	Holger Clasen	EPC39	Conductor Dia – 30mm	10
27	Temporary Earths	Tesmec Hastings	MTF015 Portable Earthing Devices	<ul style="list-style-type: none"> • Short Circuit Current Rating for One Second Duration – 25kA • Short Circuit Current Rating for Three Seconds Duration – 14.45kA • Aluminum Alloy Line end clamp for conductor sizes from 13mm to 46mm • Glass Fiber Operating Poles complete with operating socket • Universal Joint type Line Clamp - LC80 for all configuration including “Dog Clutch” mechanism – Aluminum Cast Line clamp with jaw opening from 5mm to 85mm • Ground clamp should be made of cast bronze ground or aluminum bonding with a 27 T-Bar to spindle attachment type having an opening of 27mm • Operating Pole made with strong fiber material. • Length of Operating Pole – 3.5m • Short Circuit Rating of Operating pole – 25kA for One Second • Earth spike length – 1m 	8

				<ul style="list-style-type: none"> • Earth Leads to comprise of 50mm² fine stranded aluminum flexible conductor with transparent PVC Sheath insulation • Length of Earth Lead – 6m • Circuit main Earth to comprise of 50mm² fine stranded aluminum flexible conductor with transparent PVC Sheath insulation • Circuit main Earth diameter – 120mm² • Should come with an operating Pole Bag 	
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3. Testing

3.1 Sample Test Reports

A sample record of all factory routine tests carried out during manufacturing shall be submitted with the bid documents. Bidder shall provide all type testing details, documents and results in their bids relevant to the product.

Following are the requirements of testing for the Supply of Tools and Equipment:

1. Type Testing
2. Factory Acceptance Testing

3.2 Type Tests

“Type Tests” shall be defined as those tests which have been or are to be carried out to prove the design, process of manufacture and general conformity of the items to this Specification. Type Testing shall comply with the following:

- (a) The Bidders shall submit copies of test reports and certificates for all of the Type Tests that have previously been performed.
- (b) If no type tests have been carried out, then the Bidder shall provide a detailed schedule for performing all specified type tests. These tests shall be performed in the presence of an authorised representative of EFL. All associated costs shall be borne by the bidder.
- (c) In case of failure during any type tests, the Supplier is either required to manufacture a fresh sample lot and repeat all type tests successfully or repeat that particular type test at least three times successfully on the samples selected from the already manufactured lot at his own expenses. In case a fresh lot is manufactured for testing then the lot already manufactured shall be rejected.

3.3 Factory Acceptance Tests

Factory acceptance test shall be conducted on randomly selected samples of each tools and equipment to be supplied.

The tools and equipment shall not be shipped to Fiji until required factory tests are completed satisfactorily, all variances are resolved, full test documentation has been delivered to EFL, and EFL has in writing agreed to the tests. Successful completion of the factory tests and EFL’s approval to ship shall in no way constitute final acceptance of the system or any portion thereof. These tests shall be carried out in the presence of EFL’s authorised representatives unless – waived for witnessing by EFL. Factory Acceptance Test shall be carried out to demonstrate all technical requirements stipulated in this document.

The Factory Acceptance Test shall demonstrate the technical characteristics of the Tools and Equipment in relation to these specifications.

The Bidder shall outline all the Test procedures and shall also include test reports with full description of observed status of the sample.

The Bidders’ prices shall factor all costs for Factory Acceptance Testing, including all associated costs for the travelling / accommodation / meals, etc for two (2) engineers or representatives as nominated by EFL.

4 Warranty

The manufacturer shall warrant all products to be free from defects in workmanship and materials in excess of 2 years. Breach of the above shall either be a repair or replacement from the date of shipment at the suppliers cost during the warranty period.

5 Quality and Environment Assurance

The quality assurance system of design, manufacture, and inspection shall conform to ISO 9001.

Quality assurance certificate according to ISO 9001 issued by an authorized inspection agency shall be submitted with the bid.

Bids will not be considered if the manufacturer's experience or quality assurance system does not meet the above requirements.

6 Standards

Standards for Line Hardware Accessories	
IEC 68-2/ IS 9000	Basic environmental testing procedures covering shock, bump and vibration test
IP 54	Weather proof standards
ISO 1461:2009	Hot dip galvanized coatings on fabricated iron and steel articles – Specifications and test methods
ISO 10763:2004	Hydraulic Fluid Power – Plain end, Seamless and Welded Precision Steel Tubes – Dimension and Nominal Working Pressures
ISO 2766: 1973	Single lifting hooks with shank – Capacity up to 25 tonnes
BS EN 61138	Cables for Portable Earthing and short – circuiting equipment
IEC 61230 Ed. 2.0	Live Working – Portable equipment for earthing or earthing and short circuiting
IEC 17025	General requirements for the competence of testing and calibration
ISO 9461	Hydraulic Power – Identification of valve ports, sub plates, control devices and solenoids
AS 1931.1-1996	High Voltage Testing Techniques – General Definitions and Test Requirements
AS 1931 2—1996	High Voltage Testing Techniques - Measuring Systems
AS/NZS ISO 9001:2008	Quality Management Systems – Requirements
IEC 60949	Method for calculation of thermally permissible short circuit currents, taking into account non-adiabatic heating effects.
IEC 60724	Short circuit temperature limits of electric cables with rated voltages.
ISO/IEC 17025	General requirements for the competence of testing and calibration laboratories.
ISO 9001: 2008	Quality Management System Requirement.

Section 3: Pricing Schedule

1. Prices shall be quoted in USD, AUD, NZD, EURO, GBP or FJD Currency or a combination thereof.
2. A lump sum quoted price shall include the breakdown of individual tool price listed as per the table
3. The lump sum price shall be quoted as outlined by the International Chamber of Commerce (ICC) being on a Cost, Insurance and freight (CIF) basis. Local taxes and duties and customs clearance charges, etc shall be borne by EFL.
4. Sea Port of Delivery can be Suva or Lautoka, Fiji Islands
5. Airports for Delivery can be Nadi International Airport, Fiji or Nausori International Airport, Fiji

6. Lump sum price to be separately quoted for both air-freight and sea-freight shipments on CIF basis
7. Prices shall be valid for at least 180 calendar days

Section 4: Bid Documentation

The Bidder shall furnish, as part of the bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

The documentary evidence of the bidder's qualifications to perform the contract of its bid is accepted will establish to the purchaser's satisfaction.

- a) that the Bidder has the financial, technical, and production capability necessary to perform the contract ;
- b) that the Bidder meets the qualification criteria listed in Section 2.

The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in their bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

Section 5: Submission Checklist

The following shall be provided in the bid submission:

Particulars	Yes	No
1. Item-by-item commentary on the purchaser's Technical specifications		
2. Descriptive literature giving full technical details of equipment offered;		
3. type test certificates and sample routine test reports;		
4. detailed reference list of customers already using equipment offered during the last 5 years with particular emphasis on units of similar design and rating;		
5. details of manufacturer's quality assurance standards and program and ISO 9000 series or equivalent national certification;		
6. Supplier experience details		
7. Deviations from this specification (if any).		
8. Standards Compliance and Listing		
9. Factory Acceptance Test Plan and Breakdown		
10. Complying and Completed pricing schedule		

Section 6: Appendix

AS/NZS 4911

Annexure to the Joint Australian/New Zealand Standard

General Conditions of Contract for the supply of equipment without installation

Item	Particulars	Details
1	<i>Purchaser</i> (clause 1)	Energy Fiji Limited
2	<i>Purchaser's address</i>	2 Marlows Street, Suva, Fiji
3	<i>Supplier</i> (clause 1)	-----
4	Supplier's Address	-----
5	Stated purpose for the <i>Equipment</i> (clause 1 – definition of <i>acceptable</i>)	Supply of 132kV Transmission Towers Construction Tools and Equipment
6	b) <i>Period of time for delivery</i> (clause 1 and subclause 19.1)	12 weeks - Supplier will confirm estimated time of arrival (ETA) upon booking shipping space as part of each Purchase Order receipt confirmation
7	<i>Delivery place</i> (clause 1 and subclause 19.1)	Port of Suva / Lautoka
8	Mode of <i>delivery</i> (subclause 19.1)	The contract price shall be quoted as outlined by the International Chamber of Commerce (ICC) being on a Cost, Insurance and freight (CIF) basis. Local taxes and duties shall be borne by EFL
9	Governing law (page 4, clause 1(h))	Fiji Law
10	a) Currency (page 4, clause 1(g))	USD, AUD, NZD, EURO, GBP or FJD Currency

Item	Particulars	Details
	b) Place for Payments (page 4, clause 1(g))	Supplier's Bank Account
	c) Place of business of bank (page 3, clause 1(d) – definition of security)	Not Applicable
11	Limits of quantities to be supplied and <i>delivered</i> (clause 2.2)	As stated in the Purchaser's Requirements
12	<i>Supplier's security</i>	
	a) Form (clause 3)	N/A
	b) Amount for maximum percentage of <i>contract sum</i> (clause 3)	N/A
	c) If retention moneys, percentage to be retained from payment of each invoice (clause 3 and subclause 24.1)	N/A
	d) Time for provision (except for retention moneys) (clause 3)	N/A
	e) Additional <i>security</i> for <i>Equipment not delivered</i> (subclauses 3.4 and 24.2)	Not Applicable
	f) <i>Supplier's security</i> upon <i>acceptance</i> is reduced by (subclause 3.4)	N/A
13	<i>Purchaser's Security</i>	
	a) Form (clause 3)	Not Applicable

Item	Particulars	Details
	b) Amount or maximum percentage of contract sum (clause 3)	Not Applicable
	c) Time for provision (clause 3)	Not Applicable
	d) <i>Purchaser's security</i> upon acceptance is reduced by (subclause 3.4)	Not Applicable
14	<i>Purchaser</i> – supplied documents (subclause 6.2)	As stated in the Purchaser's requirements
15	<i>Supplier</i> – supplied documents (subclause 6.3)	As stated in the Purchaser's requirements
16	Time for <i>Purchaser's direction</i> about Documents (subclause 6.3(c))	Fourteen (14) days
17	Subcontract work requiring approval (subclause 7.2)	As stated in the Purchaser's Requirements
18	<i>Legislative requirements</i> , those excepted (subclause 10.1)	All the Legislative requirements of Fiji shall be satisfied by the Supplier.
19	<i>Reference Date</i> (clause 1, subclause 10.2(b))	Seven (7) days prior to signing of the Contract Agreement
20	Time by which insurance cover for the <i>Equipment</i> is to be effected (subclause 13.1)	Within twenty one (21) days of the signing of the Contract Agreement
21	Public and Product Liability Insurance (subclause 13.2)	
	a) Is public liability insurance required?	Yes
	b) If yes to (a), level of cover required	\$500,000

Item	Particulars	Details
	c) Period for which public liability insurance cover is required	Term of contract
	d) Is product liability insurance required	Yes
	e) If yes to (d), level of cover required	\$500,000
	f) Period for which product liability insurance cover is required	Term of contract
22	Qualifying cause of delay, causes of delay for which the EOTs will not be granted (page 3, subparagraph (b)(iii) of clause 1 and subclause 17.2)	As stated in Clause 1 of the General Conditions of Contract including any breach or omission by the Supplier's subcontractors.
23	Liquidated damages, rate (subclause 17.5)	Rate of 0.5% of the Contract Price per week to a maximum of 5% of the Contract Price
25	Date for completion of <i>acceptance testing</i> (subclauses 18.1 and 21.1)	Twenty one (21) days upon delivery of the Equipment
26	Party responsible for unloading the <i>Equipment</i> (subclause 19.1)	The Purchaser's agent
27	When risk in the <i>Equipment</i> passes (subclause 20.1)	Upon handover of the Equipment at Port of Suva / Lautoka
28	Time at which ownership of the <i>Equipment</i> passes to the <i>Purchaser</i> (subclause 20.2)	Title to pass upon Letter of Credit processing and both parties agree that no retention sum will be in place.
29	Period for <i>Purchaser's</i> notice that <i>Equipment</i> is acceptable or rejected (subclause 21.1)	Twenty one (21) days upon delivery of the Equipment
30	Period for Purchaser's notice accepting or rejecting Supplier's proposal (subclause 21.4)	Seven (7) days upon receipt of proposal

Item	Particulars	Details
31	<i>Defects liability period</i> (clause 22)	Twelve (12) months from acceptance
32	Invoice (subclause 24.1) b) Milestones for the rendering of invoices	As stated in the Schedule of Payments
33	Period for payment (subclause 24.1)	Letter of Credit
34	<i>Equipment</i> for which prepayment may be claimed (subclause 24.2)	Not Applicable
35	Interest rate on overdue payments (subclause 24.5)	Not Applicable
36	Arbitration (subclause 28.3)	
	a) Person to nominate an arbitrator	To be mutually agreed by both parties
	b) Rules for arbitration	To be mutually agreed by both parties
	c) Appointing Authority under UNCITRAL Arbitration Rules	To be mutually agreed by both parties
37	The Supplier's liability is limited as follows (clause 29) The respective limits apply to the sum of the respective claims and not to each claim	
	a) for claims in respect of or arising out of death or personal injury	Unlimited

Item	Particulars	Details
	b) for loss of rents, income (other than arising out of death or personal injury) and the opportunity to earn profits and indirect and consequential loss	NIL
	c) for all other claims whatsoever	100% of the Contract Value
38	The <i>Purchaser's</i> Liability is limited as follows (clause 29)	100% of the Contract Value

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 **1600hrs, Wednesday, 1st August, 2018**.

To register your interest and tender a response, view 'Current Tenders' at:

<https://www.tenderlink.com/efl>

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

In addition, hard copies of the tender, one original and one copy must be deposited in the tender box located at the EFL Head Office, 2 Marlow Street, Suva, Fiji no later than new time and date to be inserted - Addressed as

Tender – MR 273/2018 – Supply of 132 kV Transmission Tools & Equipment

The Secretary Tender Committee

Energy Fiji Limited

Head Office

Suva

Fiji

Hard copies of the Tender bid will 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 **closing time 1600hrs, Wednesday 1st August, 2018**.

- 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.