



**ENERGY FIJI LIMITED**

**TENDER DOCUMENT**

**MR294/2019 – PREFERRED SUPPLIER OF  
TOOLS AND EQUIPMENT**

## Section 1: Instructions to Bidders

<b>1. Scope of Bid</b>	<p>Energy Fiji Limited (hereinafter referred to as "the purchaser"), wishes to receive bids for Supply of Tools and Equipment as specified in these Bidding documents (hereinafter referred to as "TOOLS AND EQUIPMENT").</p>
<b>2. Eligible Bidders</b>	<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>
<b>3. Eligible Materials, Equipment and Services</b>	<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>
<b>4. Qualification of the Bidder</b>	<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 fulfil the contract.</p>
<b>5. Cost of Bidding</b>	<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>
<b>6. Sealing and Marking of Bids</b>	<p><b>TENDER SUBMISSION – INSTRUCTION TO BIDDERS</b></p> <p><b>Bidders are required to submit both Electronic as well as Hard copies of the Bid.</b></p> <p><b><u>Hard Copy Submission</u></b></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 MR294/2019 – <b>PREFERRED SUPPLIER OF TOOLS AND EQUIPMENT</b></p> <p><b>DO NOT OPEN BEFORE TENDER CLOSING DATE AND TIME: 1600hrs 09/10/19</b></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 MR294/2019 – PREFERRED SUPPLIER OF 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 1600hrs on Wednesday, 9th of October, 2019.**

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 till 4pm on Wednesday 9<sup>th</sup> of October, 2019, provided the softcopy (electronic copy) has been uploaded in the e – Tender Box prior to the tender closing date and time, and the hard copies have been dispatched 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 9<sup>th</sup> of October, 2019.****

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](mailto: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><b>7. Deadline for Submission of Bids</b></p>	<p>Bids must be received by the purchaser at the address specified above no later than <b>1600 HOURS (FIJI TIME I.E. UTC +16:00 HRS) ON WEDNESDAY, 9/10/2019.</b></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><b>8. Late Bids</b></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><b>9. Modification and Withdrawal of Bids</b></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><b>10. Purchaser's Right to Accept any Bid and to Reject any or all Bids</b></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><b>11. Notification of Award</b></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><b>12. General Conditions of Contract</b></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 expect any deviations mentioned in this tender document. The exceptions for AS/NZS 4911 – 2003 have been provided in the Appendix section of this Tender Document.</p>

<p><b>12. Signing of Contract Agreement</b></p>	<p>All tender evaluations and decision making within EFL is anticipated to be completed by 23<sup>rd</sup> October, 2019. 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 25<sup>th</sup> November2019.</p>
<p><b>13. Payment</b></p>	<p>Payment for all goods and services shall be made as per the purchaser's policy of within 30 days from the date of delivery of goods/services and the issuance of invoice. Any advance payment requirements required by the Supplier / Contractor shall be stated upfront in the their tender bid. Any advance payments made by the purchaser shall be made in exchange of an irrevocable bank guarantee.</p>
<p><b>14. Corrupt or Fraudulent Practices</b></p>	<p>The Purchaser requires that the Supplier / Contractor to observe the highest standards of ethics during the procurement and execution of such contracts. In Pursuance of this policy, the Purchaser:</p> <p>(a) 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> <p>(b) Defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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;</li> </ul>

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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 Tools and Equipment.

1. **EFL's gives equal preference to all brands / manufacturers for these tools and equipment.**
2. All products / brands / manufacturers with equivalent technical qualities, reliability, design characteristics, and manufacturing quality control shall be equally considered by the EFL during tender evaluation.
3. 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.
4. The tools and equipment shall perform without distress in both normal and fault based conditions.
5. The tools and equipment shall be manufactured 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.
6. The manufacturer / supplier shall be organisations with the following accreditations (or other equivalent accreditations):
  - a. ISO 9001
  - b. ISO 14001
  - c. AS/NZS 4801
7. 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.
8. During the tender evaluation, demonstration of the products may be required.

## 2 Scope

The Tools and Equipment shall be used for the construction and maintenance of EFL's Electricity Grid and other Network and Generation Plants and Assets.

### 2.1 Estimated quantities

A list of all the tools and equipment required with its corresponding sizes has been tabulated below: (The sizes may vary as per manufacturers specifications)

Approximately 120 piece of each tool will be required.

#### ELECTRICAL TOOLS

ITEM	SUGGESTED SIZE
Side Cutters, diagonal cutting PVC insulated handles	180 mm
Pliers, combination with heavy PVC insulated handle	200mm
Long nose pliers	
Rule, steel	300mm
Hacksaw frame	
Insulated screw driver set (flat and star)	
Spanner, Adjustable	200, 250 and 300mm,
Tool Box with compartments and provision for locking	Min size of 400 x 200 x 300 mm
Measuring Steel Tape	6m
Pocket Knife heavy duty with replaceable blades	
Test Lamp (series)	
Brace, ratchet	
Center Punch set	
Hammer, ball pin	.25kg
Flat cold chisels	
Pipe wrench	250mm
Circlip pliers inside	
Circlip pliers outside	
Drills twist	0 + 13mm
Water pump pliers	250cm
Soldering Iron (Electric)	



ITEM	SUGGESTED SIZE
Hammer claw	
Vernier Caliper	
Dividers	150mm
Tin Snip	300mm
Square, try engineer's	150mm
Allen keys set	
Chisel set wood	
Punches, pin	1.59mm – 6.35mm
Hollow/Round punch set	
Multi Grip Pliers	
Scissors	150mm
Level	60cm
Handsaw-cross cut	
scriber	150mm
drill bit set (metal)	
Cordless drill heavy duty	
Plum Bob	
Line level with string	
Measuring Tape	30M
Combination Multi meter and Tong tester (AC)	
Box spanner set with extensions and fittings	6 to 32mm
Spanners, open-end	6 to 32mm
Ratchet Spanners	6 to 32mm
Podger Spanners	13 to 32mm
Auger Bits	16mm 20mm 24mm 30mm

## MECHANICAL TOOLS

<b>Description</b>	<b>Size</b>
Chisel Cold Flat	200mm x 20mm Octagon
Chisel Cross Cut	200mm x 10mm Octagon
Chisel Cross Cut	200mm x 16mm Octagon
Chisel Round Nose	100mm x 6mm Octagon
Chisel Round Nose	150mm x 12mm Octagon
1pr. Dividers	150mm
Hammer Ball Pein	600g
Pliers Combination	200mm
Punch Centre	115 x 10 x 3mm
Pliers Taper Nose	150mm
Rule Steel	300mm
Saw Hack	
Screwdriver (Round)	75 x 4mm
Screwdriver (Round)	150 x 8mm
Screwdriver (Square)	300 x 10mm
Screwdriver (Square)	200 x 10mm
Snips Tinman's	250mm
Spanner Adjustable	250mm
set Spanners combination (open-end & rings)	6mm – 36mm
Tool Box plus Padlock & Key	
Radius gauge	
Odd-legged calipers	
Allen Wrenches	3mm – 6mm
Calipers inside	150mm
Calipers outside	150mm
Combination set (Comprising rule, square head, centre head and Protractor Head)	
Hammer Ball Pein	250g
Oil Can	
Screw Cutting Gauge (Combination)	
Pinch Bar	600mm
Tape Steel 2m	
Wrench Stillson	300mm
Engineers level	
Slip gauges	
Gauge Surface	90mm x 65mm
set Gauge Thread BSW or as req.	
Hammer Hide & Copper	32mm x 680g
Oil Stone Combination grade	150mm
Punches Pin	3mm – 6mm
Scrapers Curved 3 assorted	
Scraper Flat	200mm
Scraper 3 Square	150mm
Screwdriver off-set	
Screwdriver Phillips Nos 1 to 4	
Spanners Box BSW NF or BSF	6mm – 20mm
Circlip Pliers	
set Sine bars	
Vernier Caliper	0-150mm
Multimeter	

<b>Description</b>	<b>Size</b>
File – flat, Round, 3-Corner	300mm, 150mm, 150mm
Flat Cold Chisel	200 x 19mm
Cross Cut Chisel	100 x 10mm
Round Nose Chisel	100 x 6mm
Round Nose Chisel	150 x 12mm
Dividers	150mm
Ball Pein Hammer	700gr
Ball Pein Hammer	500 gr
Centre Punch	115 x 10x 3mm
Steel Rule	300m
Hack Saw (+ Blades)	
Scriber	
Safety Specs	
Prick Punch	115 x 10 x 3mm
Screwdriver	75mm x 4mm
Screwdriver	150mm x 8mm
Screwdriver	200 x 10mm
Screwdriver	300 x 10mm
Tinman’s Snips	250mm
Steel Tape	4 meter
Adjustable Spanner	250mm
Surface Gauge	65 x 12mm
Inside Calipers	150mm
Outside Calipers	150mm
Combination Pliers	200m
Taper Nose Pliers	150mm
Circlip pliers	150mm
Straight Edge	1 meter
Pinch Bar	500mm
Soft Face Hammer	
Feeler Gauge	0.01mm – 2.00mm
Combination (Open-Ring) Spanners	8mm x 20mm
Allen Key	1mm – 10mm
Bell Punches	6mm – 20mm
Pin Punches	2mm – 10mm
Oil Can	
Off-set Screwdriver	
Vernier Gauge	
Combination Square	
Oil Stone	
Curved Scraper	
Flat Scraper	200mm
3-Corner Scraper	150mm
Multi-Grip	
Rivetting Gun	
Copper Tube Cutter	
Pipe Flaring Tool	

### 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 (at the factory / place of manufacture)

### **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 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 Assurance, Environment Assurance, and Compliance Standards

The manufacturer / supplier shall be compliant with the following standards and accreditations (or equivalent ):

- a. ISO 9001
- b. ISO 14001
- c. AS/NZS 4801

## 6 Standards

Required Standards for above Stipulated Tools	
IEC 68-2/ IS 9000	Basic environmental testing procedures covering shock, bump and vibration test
IP 54	Weather proof standards
IEC 17025	General requirements for the competence of testing and calibration
ISO/IEC 17025	General requirements for the competence of testing and calibration laboratories.
ISO 9001	Quality Management System
ISO 14001	Environmental Management System
AS/NZS 4801	Occupational Health and Safety System

## Section 3: Pricing Schedule

1. Prices shall be quoted in any of the following currencies: USD, AUD, NZD, EURO, GBP, CHF or FJD
2. A lump sum quoted price shall include the breakdown of individual listed items
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 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. Prices shall be valid for at least 3 Years from date of Award.
7. The table format below shall be filled and submitted by the bidder with tender bid documents and this table shall encompass all tools listed.

TOOL ITEM	SIZE	MAKE	MODEL	CIF PRICE
Side Cutters, diagonal cutting PVC	180 mm			
Pliers, combination with heavy PVC	200mm			
Long nose pliers				

## 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 and the bidder's proposal		
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. Manufacturer's experience details		
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		
11. Exceptions and departures from any terms and conditions listed in this document.		

## 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

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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 Apprentice 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	<i>Mode of 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, CHF, or FJD Currency
	b) Place for Payments (page 4, clause 1(g))	Supplier's Bank Account



Item	Particulars	Details
	c) Place of business of bank (page 3, clause 1(d) – definition of <i>security</i> )	Not Applicable
11	Limits of quantities to be supplied As and <i>delivered</i> (clause 2.2)	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
	b) Amount or maximum percentage of <i>contract sum</i> (clause 3)	Not Applicable

Item	Particulars	Details
	c) Time for provision (clause 3)	Not Applicable
	d) <i>Purchaser's security</i> upon <i>acceptance</i> 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
	c) Period for which public liability insurance cover is required	Term of contract
	d) Is product liability insurance required	Yes

Item	Particulars	Details
	e) If yes to (d), level of required cover \$500,000 f) Period for which product liability insurance cover is required	Term of contract
22	<i>Qualifying cause of delay</i> , 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 <i>Purchaser's</i> notice accepting or rejecting <i>Supplier's</i> proposal  (subclause 21.4)	Seven (7) days upon receipt of proposal
31	<i>Defects liability period</i>  (clause 22)	Twelve (12) months from acceptance

Item	Particulars	Details
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)	Within 30 days of invoice
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)	To be mutually agreed by both parties
	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
	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

Item	Particulars	Details
	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 CHECK LIST**

***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. Contact Person: \_\_\_\_\_

I declare that all the above information is correct.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Sign: \_\_\_\_\_

Date:

## **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 9<sup>th</sup> October, 2019.**

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](mailto:TDelairewa@efl.com.fj)

In additional, 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 294/2019 – Preferred Supplier for Supply of 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 9th October, 2019.**

- 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.**