



**SUPPLY OF THREE (3) UNITS 415V AIR CIRCUIT BREAKERS
FOR EFL's KTA50-G3 GENERATORS**

TENDER NO. MR 138/2021

Tender Submission - Instruction to bidders

Bidders are requested to upload electronic copies via Tender Link by registering their interest at: <https://www.tenderlink.com/efl>

This is due to COVID 19 restrictions on movements. Therefore EFL will not accept any hard copy submission to be dropped in the tender box at EFL Head Office in Suva.

This tender closes at 4.00pm (1600hrs) on Wednesday 28th July, 2021.

For further information or clarification please contact our Supply Chain Office on phone **(+679) 3224360** or **(+679) 9992400** or email us on tenders@efl.com.fj

The bidders must ensure that their bid is inclusive of all Taxes payable under Fiji Income Tax Act.

The lowest bid will not necessarily be accepted as the successful bid.

The Tender Bids particularly the “Price” must be typed and not hand written.

Tender Submission via email or fax will not be accepted.

All tenders for the contract shall be submitted on the appropriate forms provided and shall include the completed price schedule, technical schedule etc. The bid shall be on the basis of a lump sum contract based on firm prices.

During evaluation of tenders the EFL may invite a tenderer or tenderers for discussions, presentations and any necessary clarification before awarding of the contract.

1 INSTRUCTIONS TO TENDER

1.1 GENERAL

The Energy Fiji Ltd (EFL) is a statutory body vested with the responsibility for the provision of electricity supply throughout Fiji. The EFL plans to procure THREE (3) Units new 415V air circuit breakers for Cummins KTA50-G3 Generators as per on below specification on Section 2.

1.2 TYPE OF TENDER

The Tenderer shall submit a fixed price tender. This requirement shall apply equally to the conforming tender as well as any alternative tender.

1.3 COMPLIANCE WITH INSTRUCTIONS

The Tender shall be submitted in accordance with these Instructions and the letter of invitation to tender. All the necessary forms and schedules need to be completed and submitted with the tender.

1.4 ADDENDA TO TENDER

Where the EFL finds it necessary to make amendments to or clarify the requirements of the tender documents during the period of tendering three copies of each Addendum will be forwarded. In the Appendix to Tender shall state the reference number and description of each of the aforesaid Addenda which has been considered during preparation of the Tender.

1.5 COMPLIANCE WITH SPECIFICATION

The tender shall be based on the equipment and work specified and shall be in accordance with the Technical Specification. It should be noted that unless departures from specifications are detailed in Schedule I of the Technical Specification, the tender would be taken as conforming to the Specification in its entirety. The Tenderer shall tender for the whole of the Works included in the Specification.

1.6 DELIVERY/SHIPMENT TERMS

The Tenderer shall submit his tender on the basis where the delivery is in **CIF Intercoms Terms** and CIF Nadi Airport, Fiji.

1.7 CURRENCY AND CURRENCY EQUIVALENT

The tenders shall be in the currency of the Tenderer's home country. Preference will be given to Australian and New Zealand dollar currency. For Tender comparison purposes the currency or currencies in which the tender is offered will be valued in terms of Fijian dollars at the exchange rate quoted for the sale of the foreign currency for Fijian dollars quoted by the Reserve Bank of Fiji on the day the tenders are opened. All local companies registered in Fiji shall bid in VIP and Duty inclusive.

1.8 SIGNATURE OF TENDERER

A tender submitted by a Partnership shall be signed by one of the members of the Partnership and shall be accompanied by a certified authorization of all the partners authorizing the individual partner to sign on behalf of the Partnership. A tender submitted by a Corporation to the Contract and shall be accompanied by a certified resolution of the Board of Directors authorizing the individual to sign on behalf of the Corporation.

1.9 INFORMATION FORMING PART OF THE TENDER

The Tenderer shall supply with each set of the tender copies of the technical, price and information schedules of the Tender Documents duly completed with all missing information and shall also supply any requisite drawings. A copy of the Tenderer's covering letter (if any) shall be submitted with each tender and each tender shall be accompanied by a full set of supporting matter which the Tenderer wishes to have considered by the Authority as supporting information for his tender. It is a mandatory requirement to submit the following documents as part of the tender proposal:

1. Tender Covering Letter with signature/seal of EFL signatory
2. Price & Payment Schedule
3. List of Experience
4. Confirmation of Insurance Policies

1.10 CONFORMING AND ALTERNATIVE TENDERS

No alternative bids shall be accepted.

1.11 NON CONFORMING TENDERS

A tender which does not comply with the Conditions of Tendering or in which the technical *price* information schedules requiring information to be inserted by the Tenderer have not been completed in all respects may be considered informal will be rejected for these reasons.

1.12 VALIDITY PERIOD OF TENDERS

Tenders shall remain valid for acceptance within **60 days** from the date of opening of tenders and a Tenderer shall not withdraw or amend his tender prior to the expiration of the Validity Period. In exceptional circumstances prior to expiry of the original tender validity period, the Authority may request the Tenderer for an extension in the period of validity. The request and the response thereto shall be in writing. A tenderer agreeing to the request will not be permitted to amend his tender price.

1.13 EXTENSION OF CLOSING TIME FOR TENDERS

The right is reserved to amend the date set for the opening of tenders to any late date. If it is decided to extend the time for submission of tenders all prospective Tenderers to whom tender documents have been issued will be promptly notified.

1.14 DEADLINE FOR SUBMISSION OF BIDS

Due to the present COVID-19 Pandemic, only Soft copies of the Tender Bids to be submitted. These should be uploaded to the EFL Tenderlink Platform and must be received by the EFL and to the address specified above no later than 1600 hours (Fiji Time) Wednesday 28/07/21.

The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 1.4, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadlines extended.

1.15 ACKNOWLEDGEMENT OF TENDERS

All tenders received will be acknowledged by post/email within 7 days after the date set for receipt of tenders.

1.16 TENDER EVALUATION

After a preliminary analysis to ascertain whether or not the tender is in accordance with the requirements of the tender documents each tender will be considered with particular reference to its eligibility as being a manufacturer, offer testing facilities in its workshop, price, completion date, design capability, evidence of past performance on contracts of a similar nature, supply of reliable quality equipment and all other matters affecting the Tenderers ability to complete the Contract in accordance with the Authority's requirements.

1.17 ADJUSTMENT OF ERRORS

The Authority reserves the right to adjust arithmetical or other errors in the Tender. Any adjustments made by the Authority to a Tender will be stated to the Tenderer prior to acceptance of the Tender. In the event of discrepancies appearing between words and figures in the Tender, the words shall prevail.

1.18 ACCEPTANCE OF TENDERS

The Authority shall not be bound to accept the lowest or any tender not to assign any reason for the rejection of a tender and reserves the right to waive any informality in a tender. No tender shall be deemed to have been accepted unless such acceptance is notified to the Tenderer by notice in writing either by handing such notice to the representative of the successful Tenderer or by sending such notice by e-mail, facsimile or airmail post. Such notice shall include any essential identifying details of the tender. The date of acceptance of Tender shall be the date on which the above mentioned notice is given or posted or e-mailed.

1.19 LANGUAGE OF TENDER

All Tenders together with any documents submitted by the Tenderer as part of any Tender shall be written in the English language.

1.20 PAYMENT SCHEDULE

The contract shall be on a lump sum fixed price basis. The payment schedule will be broken down as follows:

- a) 95% upon receipt of goods by EFL.
- b) 5% upon expiry of the warranty period (12 months from receipt of the goods)

1.21 CONDITIONS OF CONTRACT

The Conditions of Contract shall be the AS/NZS 4911:2003 - General Conditions of Contract for the Supply of Equipment without Installation.

1.22 INSURANCE

The Contractor is to confirm that they have in effect the insurance policies below:

1. Public and Products Liability Insurance
2. Industrial Special Risk Insurance
3. Insurance for Workmen's Compensation

1 GENERAL SPECIFICATIONS

1.14 SCOPE OF SUPPLY of Three (3) Units 415V AIR CIRCUIT BREAKERS.

The scope is to supply of Three (3) Units 415V air circuit breaker for EFL's *Cummins KTA50-G3 sets* and must be packed and shipped to EFL Lautoka Depot (CIF) of the following:

In remote and local mode of operation, the closing and opening of the existing Air Circuit Breaker is controlled by the Power Command Control 3.0 (PCC3) mounted on each generator sets. The PCC3 also do breaker diagnostic which includes Fail to Close, Fail to Open, Fail to Disconnect and Tripped.

Technical Particulars of Air Circuit Breaker

No.	Air Circuit Breaker	Data/Units
1	Range of product	Masterpact (<i>Prefer NW</i>)
2	Number of poles	4
3	Neutral	Right hand side
4	Rated voltage/Network type	415V / AC
5	Breaking capacity code	H2
6	Standard	IEC 60947-2
7	Network frequency	50Hz
8	Control type	Push-button
9	Mounting mode	Fixed
10	Rated current	2500A
11	Rated insulation voltage	1000Vac 50Hz conforming to IEC 60937-2
12	Rated impulse withstand voltage	12kV conforming to IEC 60947-2
13	Number of Phase	3
	Micrologic Control Unit	
16	Ammeter	2.0A
17	Long time rating LR	0.4 to 1
	Main Terminal Connection	
18	Top connection	Horizontal
19	Bottom connection	Vertical
	Indication Contacts OF- On/OFF	
20	1 block of 4 OF for NW Max-2	1 Set
	EF- connected/closed contact	
21	1 EF 6A-249vac for NW Max-8	1 set
	SDE Fault Trip indication contact	
22	1 SDE 6A-240vac	1 set
	Remote operation	
23	MCH-gear motor voltage	24vdc
24	XF-closing voltage release	24vdc
25	MX-opening voltage release	24vdc
26	MN-under-voltage release	24vdc
27	PF-ready to close contact	6A-240vac

2.1.1 TECHNICAL LITERATURE

Bidders shall furnish all technical literature, including catalogues, test certificate etc. in support of plant and equipment offered by him with the tender.

Successful contractor shall forward 2 (two) sets of bounded hard copies of all operations and maintenance manuals, spare parts catalogues, detailed schematic and wiring and all other documents required for satisfactory operation and maintenance of plant.

2.2.1 QUALITY OF MATERIALS AND WORKMANSHIP

All plant supplied by the company under this contract shall be new and of the high quality class and most suitable for working under the conditions specified and shall withstand the variations of temperature, atmospheric conditions arising under working conditions without distortion or deterioration or the setting up of undue stresses in any part and also without affecting the strength and suitability of the various parts of the work which they have to perform.

3.0 STANDARDS

IEC, IEEE and AS/NZS Standard are to be adopted in general. Any other national or international standard may be used if such standards are not less exacting than corresponding IEC Standard. In such an instance a copy of the relevant standard should be forward. The work shall be in accordance with the following standards.

AS/NZS 3191	- Low voltage switchgear and control gear (all relevant parts)
IEC 60529	- Degrees of Ingressive protection.
IEC 60909	- Short-circuit current calculation in three phase Ac system.
IEC 60934	- Circuit breakers for equipment.
IEC 60947-2	- Low voltage switchgear and controlgear.

3.1 PACKING

The plants and accessories shall be carefully packed for transport and shipment in such a manner that it is protected from all dust and climatic conditions during loading, transport, unloading and subsequent storage in the open area.

3.2 WARRANTY

The Contractor shall provide warranty for plant supplied for a Period of Twenty four [24] months after delivery of the equipment.

3.0 CONTRACTORS REQUIREMENT

3.0.1 Completed Tender Form 1 – Letter of Tender

3.0.2 Completed Tender Form 2 - Price Breakdown Schedule

3.0.3 Completed Tender Form 3 - Technical Schedule

3.0.4 Completed Tender Form 4 – Statement of Conformance

Tender Form 1 – Letter of Tender

Name of Contract: Supply of Three (3) Units 415V Air Circuit Breaker for EFL's
KTA50-G3 Generators

Contract No. MR 138/2021

Tender To: Energy Fiji Limited
2 Marlow St
Private Mail Bag
Suva
Republic of the Fiji Islands

1. This tender is made by _____
[insert full name and registered address of tenderer].
2. Capitalized terms used in this letter have the meaning given to them in the Instructions to tenderers dated *[insert date]* ("**Instructions**") unless otherwise defined.
3. Having examined and understood the Tender Documents relating to the Works (including the Instructions and all documents attached thereto we, the undersigned, hereby offer to manufacture, test and deliver the equipment in conformity with the said documents for the sum of:

.....
....., (\$.....),

Exclusive of VAT, WHT or such other sum as may be ascertained in accordance with the Contract.

4. This offer is made on the terms and conditions set out in this Tender and the Instructions.
5. We attach the following documents which form part of this tender:
 - (a) Completed tender forms;
 - (b) Technical description of the plant offered;
 - (c) Any supplementary information;
6. We agree to abide by this Tender for a period of 60 days after the Tender Closing Date and that this Tender it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
7. We confirm that you may rely upon all statements made by us in response to the Instructions or in subsequent correspondence, discussions or negotiations with you.
8. We certify that:
 - (a) The entry into, and performance of the obligations under, the Contract by us will not violate any laws provided that you obtain all consents and authorisations you are required to obtain under the Contract;
 - (b) We have corporate power to enter into and perform our obligations under the Contract and we have taken all necessary corporate action to authorise the entry into, and execution of, this offer and (if required) entry into, and execution of, the Contract;
 - (c) The rates and prices in our offer have been arrived at independently, without consultation or agreement with any other tenderer; and
 - (d) No attempt has been made, nor will be made, by us to influence any other tenderer to submit or not submit a tender or to alter the proposed content of that tenderer's tender.

- 9. We acknowledge that this tender, and any contract arising upon its acceptance, shall be governed by and construed in accordance with the laws of The Fiji Islands.
- 10. Unless and until a formal agreement is prepared and executed, this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2020

Signature _____ in the capacity of _____

duly authorised to sign Tenders for and on behalf of: _____

Witness _____

Address _____

Occupation _____

Guaranteed time from date of Purchase Order issuance to arrival in EFL Lautoka Stores
_____ (days).

Signature
Name
Position
Company
Address
Date

Tender Form 2 – Tender Price and Price Breakdown**Supply of Three (3) Units 415V Air Circuit Breakers for EFL's Cummins KTA50-G3 Generators.**

ITEM NO.	PARTS DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Air Circuit Breaker, NW25H2, 415V, 2500A, 50Hz, 4 Pole, 3Phase and Neutral on right hand side, With Micrologic 2.0A Controller.	3		
	Air Freight Charges	1		
	CIF INTERCOM TERMS – NADI AIRPORT, FIJI			
	LOCAL BIDDERS – TO BID VIP FJD PRICE INCLUSIVE OF ALL IMPORT DUTIES			

Tender Form 3 – Technical Details

Item	Purchaser requirements	Vendor's information
Circuit breaker name	Masterpact (Prefer NW)	
Number of poles	4	
Neutral	Right hand side	
Rated Voltage / Network type	415V / AC	
Breaking capacity code	H2	
Standard	IEC 60947-2	
Network frequency	50Hz	
Control type	Push-button	
Mounting mode	Fixed	
Rated current	2500A	
Rated insulation voltage	1000Vac 50Hz conforming to IEC 60937-2	
Rated impulse withstand voltage	12kV conforming to IEC 60947-2	
Micrologic Control Unit		
Ammeter	2.0A	
Long time rating LR	0.4 to 1	
Main Terminal Connection		
Top connection	Horizontal	
Bottom connection	Vertical	
Indication Contacts OF- On/OFF		
1 block of 4 OF for NW Max-2	1 Set	
EF- connected/closed contact		
1 EF 6A-249vac for NW Max-8	1 set	
SDE Fault Trip indication contact		
1 SDE 6A-240vac	1 set	
Remote operation		
MCH-gear motor voltage	24vdc	
XF-closing voltage release	24vdc	
MX-opening voltage release	24vdc	
MN-under-voltage release	24vdc	
PF-ready to close contact	6A-240vac	

Tenderers shall provide catalogue information on the proposed material and accessories.

Tender Form 4 – Statement of Conformance

We have read and understood the Tender documentation for the Scope of Supply and Contract, and confirm that:

Tick 1 Box
as
Applicable

Our Tender is in full compliance with the requirements and we have no exceptions to note.

Our Tender does not fully comply with the requirements. The following exceptions apply:

.....
.....
.....
.....
.....
.....
.....
.....

Signature
Name
Position
Company
Address
Date

B) Contractor's Tender Bid Documents dated 28/07/21

(The original Contractor Documents will be physically inserted here)

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:

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