

Energy Fiji Limited



Tender Document

Tender No.: MR 167/2024

Supply of Fire Extinguishers for EFL's Kinoya
Power

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1.0 INVITATION FOR TENDERS

Energy Fiji Limited is inviting bids for the Supply of Fire Extinguishers for EFL's Kinoya Power Station. The Detailed scope of works is listed in the following pages.

Interested bidders may obtain Tender Documents from EFL website www.efl.com.fj or Tenderlink website <https://www.tenderlink.com/efl>

All tenders shall submit all documents required including spares pricing as per price template.

During evaluation of tenders, the Authority will invite a tenderer or tenderers for discussions, presentations and necessary clarification before awarding of the contract

The tender submissions close on 29/05/2024

2.0 INSTRUCTION TO BIDDERS

2.1 Eligible Bidders

- 2.1.1. This invitation is open to all Bidders who have sound financial background, and have previous experience in the supply of handheld fire fighting equipment.
- 2.1.2. Bidders shall provide such evidence of their continued eligibility satisfactory to EFL as EFL shall reasonably request.
- 2.1.3. Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practice.

2.2 Eligible Materials, Equipment and Services

- 2.2.1. The materials, equipment, and services to be supplied under the Contract shall have their origin from reputable companies as specified by EFL and from various countries and all expenditures made under the Contract will be limited to such materials, equipment, and services. Upon request, bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 2.2.2. For purposes of this Contract, "services" means the works and all project-related services including design services.
- 2.2.3. For purposes of this Contract, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing or substantial or major assembling of components, a commercial recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.4. The materials, equipment and services to be supplied under the Contract shall not infringe or violate any industrial property or intellectual property rights or claim of any third party.

2.3 One bid per Bidder

- 2.3.1. Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all those bids to be rejected.

2.4 Cost of Bidding

- 2.4.1. The bidder shall bear all costs associated with the preparation and submission of its bid and EFL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.5 Site Visits

No site visit required for this tender.

2.6 Contents of the Bidding Documents

- 2.6.1. The bidder is expected to examine carefully the contents of this Bidding document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.
- 2.6.2. The following are the mandatory submission of a successful tender bid;
- Pricing Schedule
 - Program of Works
 - Acceptable standards for the supply of equipment (AS/NZS 1841.1:2007, AS 4265:1995, NZS4503:2005)
 - Delivery timeline
 - Company Profile (Max 2 pages in standard A4)
 - Work History - Project/ Work done with referee, EFL work history.
 - Company background
 - Datasheet for equipment and maintenance plan
 - OHS Policies or Plan
 - Fiji Revenue & Customs Service (FRCA) compliance
 - Fiji National Provident Fund (FNPF) compliance
 - Signed checklist declaration (Appendix 5.1)

Failure to submit required documents may affect bid compliance even make it non-compliance.

2.7 Clarification of Bidding Documents

- 2.7.1. A prospective bidder requiring any clarification of the bidding documents may notify EFL in writing by email addressed to:

Jitendra Reddy
Manager Procurement, Inventory & Supply Chain
2 Marlow Street,
Suva, Fiji
Phone: +679 3224 320/9992400
Email: tenders@efl.com.fj

- 2.7.2. EFL will respond to any request for clarification which it receives earlier than 5 days prior to the deadline for submission of bids.

2.8 Amendment of Bidding Document

- 2.8.1. At any time prior to the deadline for submission of bids, EFL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda.

2.9 Language of Bid

- 2.9.1. The bid, and all correspondence and documents related to the bid, exchanged between the bidder and the EFL shall be written in the English language.

2.10 Bid Price

- 2.10.1. Unless specified otherwise, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), testing and delivery.
- 2.10.2. Bidders shall give a breakdown of the prices in the manner and detail called for in this bidding document, or any issued addenda.
- 2.10.3. For Overseas Suppliers, bids shall be given on Cost & Freight (CFR) or Delivery at Place (DAP) basis. The point of delivery shall be Suva/Lautoka port for Sea or Nadi Airport for Air. The term CFR & DAP shall be governed by the rules prescribed in the current edition of Incoterms (i.e. the eighth version - Incoterms 2010), published by the International Chamber of Commerce, Paris. Stated Otherwise with validation. (Not Applicable)

2.11 Bid Currencies

- 2.11.1. Prices shall be quoted in a single currency only.

2.12 Bid Validity

- 2.12.1. Bids shall remain valid for a period of 90 days from the date of Deadline for Submission of Bids specified in Sub-Clause 2.15.

2.13 Format and Signing of Bids

- 2.13.1. The bidder shall provide one electronic copy of the Technical and Financial proposals on EFL's electronic tender hosting website; <https://www.tenderlink.com/efl>
- 2.13.2. The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by EFL, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

2.14 Sealing and Marking of Bids

- 2.14.1. Bidders are encouraged to bid via Tenderlink Portal

2.15 Deadline for Submission of Bids

- 2.15.1. Bids must be received by EFL at the address specified above no later than 1600 hours (Fiji Time) Wednesday, May 29, 2024
- 2.15.2. EFL may, at its discretion, extend the deadline for submission of bids by issuing an addendum, in which case all rights and obligations of EFL and the bidders previously subject to the original deadline will thereafter be subject to the deadlines extended.

2.16 Late Bids

- 2.16.1. Any bid received by EFL after the deadline for submission of bids prescribed above will be rejected.

2.17 Modification and Withdrawal of Bids

- 2.17.1. The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by EFL prior to the deadline for submission of bids.
- 2.17.2. No bid may be modified by the bidder after the deadline for submission of bids.

2.18 Rejection of one or all Bids

- 2.18.1. EFL 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 rejection.

2.19 Process to be Confidential

- 2.19.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process.
- 2.19.2. Any effort by a bidder to influence EFL's processing of bids or award decisions may result in the rejection of the bidder's bid.
- 2.19.3. Lowest bid will not necessarily be accepted as successful bid.

2.20 Clarification of Bids

- 2.20.1. To assist in the examination, evaluation and comparison of bids, EFL may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in email form, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by EFL in the evaluation of the bids in.

2.21 Preliminary Examination

- 2.21.1. Energy Fiji Limited will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.21.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.21.3. Energy Fiji Limited may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.21.4. Prior to the detailed evaluation, pursuant to Clause 21, Energy Fiji Limited will determine the substantial responsiveness of each tender to the tender document. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and

conditions of the tender document without material deviation Energy Fiji Limited's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.21.5. If a tender is not substantially responsive, it will be rejected by Energy Fiji Limited and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

3.0 GENERAL CONDITIONS OF CONTRACT

3.1 General Conditions'

Energy Fiji Limited uses Australian/New Zealand Standard – General Conditions of contract for the supply of equipment without installation (AS/NZS 4911:2003) Contract template. General conditions of this contract shall be governed by it.

3.2 Definitions

3.2.1 In this Contract, the following terms shall be interpreted as indicated:

- "Contract" means the agreement entered into between the Supplier and the Purchaser for the supply of generator parts, including these General Conditions of Contract and any annexures, appendices, or schedules attached hereto;
- "Supplier" means the person bound to supply and deliver the Equipment;
- "Purchaser" means the entity or person purchasing the Equipment under this Contract;
- "Equipment" means the goods to be supplied or supplied by the Supplier pursuant to the Contract;
- "AS/NZS 4911:2003" means the Australian/New Zealand Standard for General Conditions of Contract for the Supply of Equipment without Installation;
- "Delivery Date" means the date by which the Goods are required to be delivered as specified in the Contract;
- "Price" means the total price payable by the Purchaser to the Supplier for the supply of the Goods as specified in the Contract.
- "Intellectual property right" means any patent, registered design, trademark or name, copyright or other protected right;

3.3 Application

3.3.1 The parties agree that the terms and conditions of this Contract shall be governed by and interpreted in accordance with the provisions of AS/NZS 4911:2003, except where expressly modified or varied by the terms of this Contract.

3.3.2 In the event of any conflict or inconsistency between the provisions of AS/NZS 4911:2003 and the terms of this Contract, the terms of this Contract shall prevail to the extent of such conflict or inconsistency.

3.4 Country of Origin

3.4.1 For purposes of this Clause, "origin" means the place where the Goods were manufactured or produced.

3.4.2 The origin of the Goods is distinct from the nationality of the Supplier.

3.5 Scope of Work

3.5.1 The Supplier shall supply, deliver, and provide the Goods in accordance with the specifications, quantities, and quality standards set forth in the Contract.

3.5.2 The Supplier shall comply with all applicable laws, regulations, and standards relating to the manufacture, packaging, labelling, transportation, and delivery of the Goods.

3.6 Price and Payment

3.6.1 The Purchaser shall pay the Price to the Supplier in accordance with the payment terms specified in the Contract.

3.6.2 The Price shall be inclusive of all taxes, duties, levies, and other charges applicable to the supply of the Goods, unless otherwise specified in the Contract.

3.7 Inspection and Acceptance

3.7.1 The Purchaser may direct that the whole or any part of the Equipment be tested before acceptance. Such acceptance testing shall be completed by the date stated in Item 25. The supplier shall give such assistance and samples and make accessible such parts of the Equipment as may be directed by the Purchaser.

3.7.2 On completion of the tests, the Supplier shall make good the Equipment so that it fully complies with the Contract. Results of the tests shall be promptly made available by each party to the other.

3.7.3 Costs in connection with testing pursuant to this clause shall be borne by the Purchaser except where the Contract otherwise provides or the test is consequent upon, or reveals a failure of the Supplier to comply with the Contract (including this clause).

3.8 Intellectual property rights

3.8.1 Warranties

The Purchaser warrants that, unless otherwise provided in the Contract, design, materials, documents and methods of working each specified in the Contract or provided or directed by the Purchaser, shall not infringe any intellectual property right. The Supplier warrants that, unless otherwise provided in the Contract, design, materials, documents and methods of working each specified in the Contract or provided or directed by the Supplier, shall not infringe any intellectual property right. Each party shall indemnify the other against such respective infringements.

3.8.2 Ownership and licence

Except as otherwise provided in the Contract, ownership of intellectual property rights (other than third party intellectual property rights) associated with the Equipment and any documentation provided by the Supplier pursuant to the Contract is vested and shall vest in the Supplier.

The Supplier grants the Purchaser a royalty-free, non-exclusive, transferable, perpetual licence to use the intellectual property rights associated with the Equipment and any documentation provided pursuant to the Contract for the installation, use, support, repair, maintenance or alteration of the Equipment by or on behalf of the Purchaser.

3.9 Programming

- 3.9.1 The Supplier shall give the Purchaser reasonable advance notice of when the Supplier needs information, materials, documents or instructions from the Purchaser.
- 3.9.2 The Purchaser shall not be obliged to give any information, materials, documents or instructions earlier than the Purchaser should reasonably have anticipated at the date of acceptance of tender.
- 3.9.3 The Purchaser may direct in what order and what time the various items or parts of the Equipment shall be delivered. If the Supplier can reasonably comply with the direction, the Supplier shall do so. If the Supplier cannot reasonably comply, the Supplier shall give the Purchaser written notice of the reasons.

3.9.4 A delivery program is a written statement showing the dates by which, or the times within which, the various items or parts of the Equipment are to be delivered and shall include critical path manufacturing dates.

3.9.5 The Supplier is to supply a delivery program within the time and in the form directed by the Purchaser.

3.9.6 The Supplier shall not, without reasonable cause, depart from a delivery program.

3.10 Delivery and Documents

3.10.1 The Supplier, at its expense, shall deliver the Equipment on the date for delivery to the delivery place using the mode of delivery stated in Item 8. If so requested, the Supplier shall give the Purchaser reasonable advance notice of each delivery

3.10.2 The party named in Item 26 shall promptly unload the Equipment at the delivery place. When so unloaded, the Purchaser shall take delivery of the Equipment.

3.11 Defects Liability

3.11.1 The defects liability period stated in Item 31 shall commence on the date of acceptance.

3.11.2 The Supplier shall carry out rectification at times and in a manner causing as little inconvenience to the users of the Equipment as is reasonably possible.

3.11.3 As soon as possible after the acceptance, the Supplier shall rectify all defects existing at the date of acceptance.

3.11.4 During the defects liability period, the Purchaser may give the Supplier a direction to rectify a defect which:

- a) Shall identify the defect and the reasonable date for completion of its rectification; and
- b) May state a date for commencement of the rectification and whether there shall be a separate defects liability period thereof (not exceeding that in Item 31, commencing on the date the rectification is completed and governed by this clause).

3.11.5 If the rectification is not commenced or completed by the stated dates, the Purchaser may have the rectification carried out by others but without prejudice to any other rights and remedies the Purchaser may have. The cost thereby incurred shall be moneys due and payable to the Purchaser.

3.12 Insurance

3.12.1 Insurance of Equipment

The Supplier shall insure the Equipment for its replacement value against loss or damage, including loss or damage in transit to the delivery place, and if the Contract requires the Supplier to unload the Equipment, also such unloading. Insurance cover shall be effected by the time stated in Item 20. The policy or policies under this subclause shall:

- a) Be maintained until risk passes to the Purchaser,
- b) Cover the parties' respective rights, interests and liabilities; and
- c) If required by the Purchaser, be in joint names of the parties.

3.12.2 Public and product liability insurance

If required in Item 21(a), before commencing the performance of the Contract, the Supplier shall effect and maintain public liability insurance for the period stated in Item 21(c).

If required in Item 21(d), before commencing the performance of the Contract, the Supplier shall effect and maintain product liability insurance for the period stated in Item 21(f).

Policies if required, shall:

- a) Cover the:
 - i. Respective rights and interests; and
 - ii. Liabilities to third parties,

of the parties and subcontractors from time to time, whenever performing obligations under the Contract;

- b) Cover the parties' liability to each other for loss or damage to property (other than property required to be insured by subclause 3.10.1) and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy);
- c) Provide insurance cover for an amount in respect of any one occurrence of not less than the sum in Item 21(b) or (e) as applicable; and
- d) Be with an insurer and otherwise in terms both approved in writing by the Purchaser (which approvals shall not be unreasonably withheld).

3.12.3 Proof of Insurance

Whenever requested in writing by the Purchaser, the Supplier shall provide satisfactory evidence of such insurance effected and maintained.

Insurance shall not limit liabilities or obligations under other provisions of the Contract.

If after being so requested, the Supplier fails promptly to provide satisfactory evidence of compliance with subclause 3.10.1, 3.10.2, then without prejudice to other rights or remedies, the Purchaser may insure and the cost thereof shall become moneys due and payable from the Supplier to the Purchaser. The Purchaser may refuse payment until such evidence is produced by the Supplier.

3.12.4 Notices from or to insurer

The Supplier shall ensure that each insurance policy under subclause 3.10.1 or 3.10.2 contains provisions acceptable to the Purchaser which:

- a) Requires the insurer to inform both parties, whenever the insurer gives a party or a subcontractor a notice in connection with the policy;
- b) Provides that a notice of claim given to the insurer by either party or a subcontractor shall be accepted by the insurer as a notice of claim given by both parties and the subcontractor; and
- c) Requires the insurer, whenever the Supplier fails to maintain the policy, promptly to give written notice thereof to both parties and prior to cancellation of the policy.

3.12.5 Notices of potential claims

A party shall, as soon as practicable, inform the other party in writing of any occurrence that may give rise to a claim under an insurance policy required by subclause 3.10.1 or 3.10.2 and shall keep the other party informed of subsequent developments concerning the claim. The Supplier shall ensure that its subcontractors in respect of their operations similarly inform the parties.

3.13 Designated items

3.13.1 Warranties

The Supplier:

- a) Does not warrant that any designated item identified in writing by the Purchaser:
 - i. Is of merchantable quality or fit for the stated purpose; or
 - ii. Does not infringe any intellectual property right
- b) Shall, from the manufacturer of each such designated item, obtain for the benefit of the Purchaser:
 - i. Such warranties as are given by the manufacturer in the ordinary course of its business for each such item; and
 - ii. Appropriate licenses or permits for use.

3.14 Default or insolvency

3.14.1 Preservation of other rights

If a party breaches (including repudiates) the Contract, nothing in this clause shall prejudice the right of the other party to recover damages or exercise any other right or remedy.

3.14.2 Supplier's default

If the Supplier commits a substantial breach of the Contract, the Purchaser may give the Supplier a written notice to show cause. Substantial breaches may include, but are not limited to:

- a) Failing to:

- i. Provide security;
 - ii. Provide evidence of insurance;
 - iii. Comply with subclause 21.6;
 - iv. Use the materials or standards of work required by the Contract; or
 - v. Pass unencumbered title in the Equipment;
- b) Wrongful suspension
 - c) Substantial departure from a delivery program without reasonable cause or the Purchaser's approval; and
 - d) Where there is no delivery program, failing to proceed with due expedition and without delay.

3.14.3 Purchaser's notice to show cause

A notice under subclause 3.13.1 shall state:

- a) That it is a notice under clause 3.13 of these General Conditions;
- b) The alleged substantial breach;
- c) That the Supplier is required to show cause in writing why the Purchaser should not exercise a right referred to in subclause 3.13.4;
- d) The date and time by which the Supplier must show cause (which shall not be less than 7 clear days after the notice is received by the Supplier); and
- e) The place at which cause must be shown.

3.14.4 Purchaser's rights

If the Supplier fails to show reasonable cause by the stated date and time, the Purchaser may by written notice to the Supplier terminate the Contract. If the Contract is so terminated, the Purchaser may take possession of the Equipment or any part of the Equipment (including that which is in the course of manufacture or to be imported) paid for by the Purchaser, notwithstanding that it has not yet been delivered.

3.14.5 Purchaser's default

If the Purchaser commits a substantial breach of the Contract, the Supplier may give the Purchaser a written notice to show cause. Substantial breaches may include, but are not limited to:

- a) Provide security; and
- b) Make a payment due and payable pursuant to the Contract.

3.14.6 Supplier's notice to show cause

A notice given under subclause 3.13.5 shall state:

- a) That it is a notice under clause 3.13 of these General Conditions;
- b) The alleged substantial breach;
- c) That the Purchaser is required to show cause in writing why the Supplier should not exercise a right referred to in subclause 3.13.7;
- d) The date and time by which the Purchaser must show cause (which shall not be less than 7 clear days after the notice is received by the Purchaser); and
- e) The place at which cause must be shown.

3.14.7 Supplier's rights

If the Purchaser fails to show reasonable cause by the stated date and time, the Supplier may, by written notice to the Purchaser, suspend the whole or any part of the performance of the Contract.

The Supplier shall remove the suspension if the Purchaser remedies the breach.

The Supplier may by written notice to the Purchaser, terminate the Contract, if within 28 days of the date of suspension under this subclause the Purchaser fails:

- a) To remedy the breach; or
- b) If the breach is not capable of remedy, to make other arrangements to the reasonable satisfaction of the Supplier.

The Supplier shall be entitled to damages reasonably incurred by reason of the suspension.

3.14.8 Termination

If the Contract is terminated pursuant to subclause 3.13.4 or 3.13.7, the parties' remedies, rights and liabilities shall be the same as they would have been under the law governing the Contract had the defaulting party repudiated the Contract and the other party elected to treat the Contract as at an end and recover damages.

3.14.9 Insolvency

If:

- a) A party informs the other in writing, or creditors generally, that the party is insolvent or is financially unable to proceed with the Contract;
- b) Execution is levied against a party by a creditor;
- c) A party is an individual person or a partnership including an individual person, and if that person:
 - i. Commits an act of bankruptcy
 - ii. Has a bankruptcy petition presented against him or her or presents his or her own petition;
 - iii. Is made bankrupt;
 - iv. Makes a proposal for a scheme of arrangement or a composition; or
 - v. Has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the Bankruptcy Act 1966 (Commonwealth) or like provision under the law governing the Contract; or
- d) In relation to a party being a corporation:
 - i. Notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;
 - ii. It enters a deed of company arrangement with creditors;
 - iii. A controller or administrator is appointed;

- iv. An application is made to a court for its winding up and not stayed within 14 days;
- v. A winding up order is made in respect of it;
- vi. It resolves by special resolution that it be wound up or voluntarily (other than for a member's voluntary winding up); or
- vii. A mortgagee of any of its property takes possession of that property,

Then where the other party is:

- A. The Purchaser, the Purchaser may, without giving a notice to show cause, exercise the right under subclause 3.13.4; or
- B. The Supplier, the Supplier may, without giving a notice to show cause, exercise the right under subclause 3.13.7.

The rights and remedies given by this subclause are additional to any other rights and remedies. They may be exercised notwithstanding that there has been no breach of contract.

3.15 Suspension

3.15.1 Purchaser's suspension

The Purchaser may direct the Supplier to suspend supply or delivery of the whole or part of the Equipment for such time as the Purchaser thinks fit, if the Purchaser, acting reasonably, is of the opinion that it is necessary:

- a) Because of an act, default or omission of:
 - i. The Purchaser or its employees, consultants, agents or other contractors (not being employed by the Supplier); or
 - ii. The Supplier, a subcontractor or either's employees or agents;
- b) For the protection or safety of any person or property; or
- c) To comply with a court order.

3.15.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to formal mechanisms. These mechanisms include, but are not restricted to, conciliation by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

3.16 Legislative requirements

3.16.1 Compliance

The Supplier shall satisfy all legislative requirements except those in Item 18 or directed by the Purchaser to be satisfied by or on behalf of the Purchaser.

The Supplier, upon finding that a legislative requirement is at variance with the Contract, shall promptly give the Purchaser written notice thereof.

3.16.2 Changes

If a legislative requirement:

- a) Necessitates a change:
 - i. To the Equipment
 - ii. In a fee or charge or payment of a new fee or charge; or
 - iii. In the method of working as may be stated in the Contract;
- b) Comes into effect after the reference date stated in Item 19 but could not reasonably then have been anticipated by a competent supplier; and
- c) Causes the Supplier to incur more or less cost than otherwise would have been incurred,

The difference shall be assessed by the Purchaser and added to or deducted from the contract sum.

3.17 Schedule of Requirements

Schedule	Description of materials
A	Supply of Fire Extinguishers for EFL's Kinoya Power Station

Schedule on performance to be completed by all bidders

Past performance of delivery of similar items as per Clause 2.6

Item No.	Types of Fire extinguishers	Name of Company delivered to	Date of order	Delivery Time	Fully or partial or not delivered	Contract sum

4.0 SPECIAL CONDITIONS OF CONTRACT

4.1 Definitions

"The Purchaser" is Energy Fiji Limited, 2 Marlow Street, Private Mail Bag, Suva, and includes its legal representatives, successors or assigns.

4.2 Application

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

4.3 Proof of Successful Completion of Previous Similar Contracts

Tenderers shall provide proof of successful completion within the stipulated delivery period of similar contracts undertaken in the past.

4.4 Delivery Period

The Goods shall be delivered within **60 days** after the date of contract award. Delivery must be for a complete schedule. Partial delivery shall not be accepted.

4.5 Payment Terms and Conditions

Energy Fiji Limited's payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and are in accordance with the contract. Payment shall be made for the amount of contract. The terms shall be: -

4.6 Advance Payment

Any advance payment will require a bank guarantee.

4.7 Prices

Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account.

5.0 TECHNICAL SPECIFICATION

5.1 General Information

5.1.1 Preliminary and General Conditions

- If there is a discrepancy between words and figures, the amount in words shall prevail. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit and quantity, the unit price shall prevail, and the total price shall be corrected.
- The contractor shall furnish all labour, equipment, transportation and services as necessary to complete supply included in this specification.

5.1.2 Site Location

EFL Kinoya Power Station

5.1.3 OHS Requirements

The contractor shall at times comply with all Energy Fiji Limited's HSE Regulations currently in force.

5.1.4 Site Safety Management System

The Contractor shall establish and maintain a Site Safety Management System that ensures the safety of all persons on the site in accordance with the requirements of the Energy Fiji Limited Occupational Health and Safety Policy and the Health and Safety at Work Act, 1996 requiring strict compliance by the parties hereto. The Contractor is to obtain all approvals from Ministry of Labour for any scaffolding to be used on the site. All PPE's and other safety equipment's will be checked by EFL's Health and Safety Department (HSE) to confirm if they are in compliance with the relevant current safety standards. No work shall commence prior to approvals given from EFL's HSE Department. (Mandatory Requirement)

EFL will carry out an induction for the Contractor and its members to familiarize with the Energy Fiji Limited Occupational Health and Safety Policy.

5.1.5 Environmental Control

Comply with all environmental protection provisions in the contract and the requirements of any statute, by law, standard and the like related to environmental protection.

5.1.6 Protection of People and Property

The Contractor shall keep all persons under control and within the boundaries of the site. He/She will be held responsible for the care of the existing premises and works generally until completion.

5.1.7 Daily Diary Reports

Progress reports shall be submitted daily on a standard form to the supervising EFL Engineer.

5.1.8 Care of the Works

The Supply shall keep all persons under control and within the boundaries of the site. He will be held responsible for the care of the existing premises and works generally until completion.

5.1.9 Clearing Away

The Contractor shall take the removed rubbish and debris to a location which will be advised in the **site visit**.

5.1.10 Tobacco/Alcohol/Drug Free Environment

EFL maintains tobacco, alcohol and drug free environment. Any personnel of the Contractor found violating the policy will be requested to remove the product and themselves from the sites. Offensive language or actions are not acceptable. EFL shall have the absolute right to require replacement of any employee EFL deems objectionable to work on EFL premises.

5.2 Insurances

The Contractor shall be solely responsible for all relevant insurance covers for person, tools, plants and equipment involved in carrying out the Works. The Contractor must obtain and maintain all relevant insurance covers at all material times sufficient to cover any loss or costs that may be incurred which the Contractor is liable for in connection with the duration and Scope of Works, including:

- Contractors All Risk
- Public Liability

5.3 Standards

Standards for the supply of equipment are to comply to *AS/NZS 1841.1:2007 Portable fire extinguishers, Hand Operated Fire Fighting Equipment – NZS4503 (Latest Issue: 2005)* and *Wheeled fire extinguishers – AS 4265-1995*.

5.4 Fire Extinguisher List

5.4.1 Kinoya Power Station

Old Kinoya Power Station (as per listing below):

Number	Type	Size	Quantity
1	Dry Powder	2.5kg	4
2	Dry Powder	4.5kg	2
3	Dry Powder	9kg	47
4	Dry Powder	60kg trolley	1
5	CO2	4.5kg	1
6	CO2	9kg	2
7	Foam	9kg	1
8	Foam	60kg trolley	1
TOTAL			59

6.0 PRICE SCHEDULE

Supply of Fire Extinguishers for EFL's Kinoya Power Station

Item	Item Description	Size	Quantity	Unit Price	Total Price Currency: _____
1	Supply Fire Extinguishers for Old Kinoya Power Station as per listing provided	As per list	As per list		
TOTAL (VEP)					
VAT (15%)					
TOTAL (VIP)					

Notes:

Bidders to provide listing certificate confirming the manufacture of the fire extinguishers are compliant to AS/NZS 1841.1:2007 & AS 4265:1995 – **Failure to do so will render your bid non-compliant.**

1. Technical;
 - a. The bids must as per the Technical Specifications in the Tender Documents. Bids that do not conform to the technical Specification will be disqualified
 - b. Tenderers shall provide proof of successful completion within the stipulated delivery period of similar contracts undertaken in the past.
 - c. Documentary evidence to prove that the items offered comply with the Technical Specification must be provided.
 - d. Contractor to verify all drawing measurements onsite.
 - e. The Supplier/ Contractor shall provide a warrants for Goods or services for provided unless stated otherwise.
 - f. EFL's Engineer or his representative shall have the right to inspect and/or to witness test the Goods at the factory or place of manufacture, for their conformity to the specifications
 - g. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications
2. Financial;
 - a. In case of discrepancy between unit and total cost, the unit cost shall prevail
 - b. Any advance payment will require a bank guarantee. And this added cost will be beared by bidder
 - c. The currency used in the tender bid prices must be indicated in the tender bid
 - d. Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account.
 - e. EFL financial terms are applicable for these works.
 - f. For Foreign Supplier, any On-Shore work with incur a withholding Tax of 15% e.g. commissioning, training etc.
3. Energy Fiji Limited uses Australian/New Zealand Standard – General Conditions of contract for the supply of equipment without installation (AS/NZS 4911:2003) Contract template. General conditions of this contract shall be governed by it.
4. EFL have right to spilt award, tender may be awarded to multiple suppliers. And Minimum order quantity (MOQ) will not be acceptable.
5. All clarification request must be sent 3 days prior to the deadline for submission of bids
6. Price Schedule must be typed and stamped on the bid submission.
7. Failure to submit required documents may affect bid compliance. Failure to submit mandatory items as stated in Compliance Checklist will result in non-compliance.

6.1 Compliance Checklist Declaration

I _____ of _____ located at _____ confirm that the bid submitted for the following tender MR 167/2024 : Supply of Fire Extinguishers for EFL's Kinoya Power Station bid complies to the mandatory bidder submission as stated in Sub Clause 2.6;

	Yes	No	Details
Commercial			
Price Schedule			
Company Profile			
Detailed Scope of Work/Supply			
Program [preferred Gantt Chart] – ordering of equipment			
Payment Term			
Price Validity [preferred 90 days]			
Technical			
Supply of Goods to conform to per AS/NZS 1841.1:2007 & AS 4265:1995			
Datasheet for fire extinguishers			
Staff experience (CV)			
History of similar project			
Experience with EFL			
Scope of Supply			
Statement of Exclusion or Amendment for Tender Specification (if Any)			

Note that these submissions are mandatory submission for a successful tender bid. This declaration must be signed and submit as well.

Name: _____

Position: _____

Company: _____

Sign Off: _____

Date: _____

6.2 TENDER CHECKLIST

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. **Provide a copy of Valid FNU Compliance Certificate (Mandatory Local Bidders only)**

13. Contact Person: _____

I declare that all the above information is correct.

Name: _____

Position: _____

Sign: _____

Date: _____

7.0 TENDER FORM

To: Jitendra Reddy
Manager Procurement, Inventory & Supply Chain
Energy Fiji Limited
2 Marlow Street,
Suva,
Fiji Islands
Phone: +679 3224 320/9992400
Email: tenders@efl.com.fj

Sir,

1. Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply
.....
(Description of Goods) in conformity with the said Tender Document for the sum
.....
..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.
4. We agree to abide by this Tender for a period of 90 days from the date fixed for Tender opening under Clause 19 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this: _____ day of _____ 202_.

[Signature] [In the capacity of]

Duly authorized to sign Tender for and on behalf of

8.0 SUBMISSION TO TENDER

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

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, May 29, 2024

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. Bidders are to clearly state the percentage of VAT that is applicable to the bid prices.

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.

Any request for the extension of the closing date must be addressed to EFL in writing three (3) working days prior to the tender closing date.

Tender Submission via email or fax will not be accepted.