Energy Fiji Limited



Tender Document

Tender No.: MR 277/2024

Fabrication, Supply, Installation and Commissioning of 6 x 30,000L IDO Fuel Storage Tanks at EFL Sites.

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1.0 <u>INVITATION FOR TENDERS</u>

Energy Fiji Limited is inviting bids for Fabrication, supply, installation and Commissioning of $6 \times 30,000$ L Fuel Storage Tanks and Fuel Bund at EFL Sites. The Detailed scope of supply 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 company will invite a tenderer or tenderers for discussions, presentations and necessary clarification before awarding of the contract

The tender submissions close on the 23/08/24

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 supply of generating equipment & accessories.
- 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.

2.5 Site Visits

2.5.1. As stated on the tender advertisement.

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
 - Company Profile (Max 2 pages in standard A4)
 - Work History Project/ Work done with referee.
 - EFL work history.
 - Company background
 - o Bidder available resources e.g. Manpower, Machines & Equipment.
 - OHS Policies or Plan
 - Fiji Revenue & Customs Service (FRCA) compliance if Applicable
 - Fiji National Provident Fund (FNPF) compliance if Applicable
 - Fiji National University (FNU) compliance if Applicable
 - 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 and Supply Chain 2 Marlow Street, Suva, Fiji

Phone: +679 3224 360 Email: tenders@efl.com.fj

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 Oversea Suppliers, bids shall be given on Cost and Freight (CFR) basis the point of delivery shall be Suva/Lautoka port for Sea or Nadi Airport for Air. The term CFR shall be governed by the rules prescribed in the current edition of Incoterms.
- 2.10.4. For Local Bidders, bids should be submitted in VIP price.

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 180 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. Due to the Covid19 restrictions on movements, bidders are encouraged to bid via Tender link 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 1400hrs hours (Fiji Time) 23/08/24.
- 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 writing by email, 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 TECHNICAL SPECIFICATION

3.1 **General Information**

3.1.1 **Preliminary and General Conditions**

The contractor shall furnish all labour, equipment, transportation and services as necessary to complete all projected work included in this specifications.

3.1.2 Site Location

- 2 x T30 Tank Kalabu Tax Free Zone
- 2 x T30 Tank Naikabula Substation
- 2 x T30 Tank Voivoi Substation

3.1.3 OHS Requirements

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

3.1.4 **Building Conditions**

The contractor is advised to visit and assess the site and existing premises prior to tendering, as no claim will be allowed on the grounds of ignorance of the conditions existing.

3.1.5 Work Plan

The contractor shall prepare a Work Programme, Work Safety Plan/Risk Assessment Plan in accordance and shall submit the plan to the property officer for his approval before commencing with work on the site.

3.1.6 Site Safety Management System

The contractor shall establish and maintain a Site Safety Management 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 here to. 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.

3.1.7 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.

3.1.8 Protection of People and Property

The contractor shall keep all persons (workers) 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.

3.1.9 Duration of Work

The expected duration for the completion of work shall be 8 - 10 weeks upon receiving of Purchase Order.

3.1.10 Storage of Materials and Equipment's

Materials and equipment's stored on site must not pose any danger to property and minimize hazards to persons, materials and equipment. Keep storage area neat and tidy.

Take proper precautions to keep poisonous and other injurious substance in place secured against access by unauthorised person.

3.1.11 Daily Diary Reports

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

3.1.12 Care of the Works

The contractor 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.

3.1.13 Clearing Away

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

3.1.14 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. The EFL shall have the absolute right to require replacement of any employee the EFL deems objectionable to work on EFL premises.

3.2 <u>Insurances</u>

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 and
- Workmen's Compensation

4.0 SCOPE OF WORKS

General Information

Energy Fiji Limited is inviting bids for the Fabrication, Supply, Installation and Commissioning of 6 x 30,000L Industrial Diesel Oil (IDO) Fuel Storage Tank at three (3) new EFL Power Station sites. The general maintenance work includes; fabrication, welding, inspection, Testing, painting and commissioning. The Detailed scope of works listed below.

New Fuel Storage Tank

1. Fabricate, supply and install new 6 x T30 Fuel Storage Tank (dimensions to be confirmed at site visit).

Note: Material used in the construction of tanks shall conform to the API 650 standard.

Minimum thickness of tank shell must conform to API 650 standard.

- 2. Fabricate and install Tank Stairs, Ladders, Rails and walking platform.
- 3. Fabricate and install other Tank accessories, such as vent, manhole, supply, discharge and drainage nozzles with new installed valves, etc
- Calibrate tank and supply dip stick.
 Contractor to provide calibration certificate. Marking intervals of the dipstick will be confirmed by EFL.
- 5. Fabricate and install Cradle for the fuel tanks Height of tank should be 3m above ground. All cradle should be of 3 meter height.
- 6. Fabricate and install 2 x IDO tank with 3m high Cradle at Kalabu Tax Free Zone, 2 x IDO tank with 3m high Cradle at Naikabula Substation and 2 x IDO tank with 3m high Cradle at Voivoi Substation.
- 7. Contractors shall provide engineers certificate and cyclone certificate for the tanks and its structures.
- 8. Construct new Concrete bund on all the locations.
 - The bund must be water proofed and have provision for drainage, valve and collection chamber. Bund shall hold full volumes of the tanks if there is any spills or leakage. Water proof concrete fuel bund and be tested for Leakage for Minimum of 24 Hours
- 9. Carry out painting of Tank, Cradle and Bund. Protection Painting of the external shell, Paint DFT report to be provided to EFL
- 10. Paint Specification must be provided with Tender Submission.
- 11. All the tank shall be earthed.
- 12. Complete installation of tank and cradle and assist in commissioning works.
- 13. Carry out Hydrostatic Testing and Commissioning.
- 14. Tank sign writing to be carried out as instructed by EFL.

4.1 Stairway and walkway Platform

- 1. Fabricate, and install Stairway including gratings and railings from ground level to bund wall platform.
- Fabricate and install Platform with gratings and railings on top of bund wall.
- 3. Fabricate and install Ladder, detail will be discussed on site.
- 4. Fabricate and install new Top Platform with new gratings and railings
- 5. Tank stairway, Ladder, rails and Platforms to be fabricated to conform to API standard 650.

- 6. Tank stairway, Ladder, Platforms and railings to be painted as per EFL paint specification.
 - Primer Coat anti rust
 - 1st Coat
 - 2nd Coat marine paint (yellow)
- The contractor shall take the removed rubbish and debris to a location which will be advised in the site visit.

4.2 Requirements for Stairway and Platform

- All parts shall be made of metal.
- The minimum width of the stairs shall be 710mm (28in.).
- The maximum angle of the stairway with a horizontal line shall be 50 degrees.
- Treads shall be made of gratings.
 - Grating will provide slip-resistant surface.
 - ➤ The smaller dimension of any opening shall not exceed 40mm.
 - Any gap between adjacent up sections of grated floor shall not exceed 10mm and maybe of any length.
- Hand rails shall be on both sides of the stairs.
- The top railing shall join the platform handrail without offset, and the height measured vertically from tread level at the nose of the tread shall be 760mm to 860mm (30in. to 34in.)
- The maximum distance between railing posts, measured along the slope of the railing, shall be 1500mm (96in.).
- Handrails shall be on all sides of the platform but shall be discontinued where necessary for access.

Others

- 1. Painting of concrete fuel bund. Recommended epoxy based paint for extra water proofing.
- 2. Tank Weld joints to be vacuum tested and report to be submitted to EFL.
- 3. Shell joint to be tested with die penetration test.
- 4. Hydrostatic test to be done for a minimum of 24 hours.
- 5. Protection Painting of the external shell, Paint DFT and holiday test report to be provided to
- 6. Installed pipes lines (supply, Discharge and return) shall be schedules 40 pipes. It shall be flushed, pressure tested and pickled before installation.
- 7. For the construction of concrete bund,
 - Carryout Slum test for every truck. Results obtained shall be within 85-90mm.

Provide 1 sample (3 cylinder) at every 20m3 concrete pouring. Provide compression test result on 7 days and 28days and should be witnessed by EFL. Contractors should arrange curing of material on site

Note:

- > Paint Requirement
 - Primer Coat anti rust
 - 1st Coat
 - 2nd Coat
- Minimum warranty on the paint should 5 years.

- Minimum warranty on tank shall be 3 year after commissioning.
- > All works on the fuel tank to comply with API 650 Standard.
- > All Material, Labour, Tools and Equipment's to be supplied by the contractor

OHS Requirements

Please provide the below documents as part of tender submission

- 1. Work Methodology (Lifting, confirm space permit etc.)
- 2. OHS Policy
- 3. Confine space Certificates

5.0 PRICE SCHEDULE

Fabrication, Supply, Installation and Commissioning of 6 x 30,000L IDO Fuel Storage Tanks at EFL Sites.

				Total Price
Item	Item Description	Qty	Unit Price	Currency:
	1. Fabricate, Supply and Install 2 x 30,000 L T	ank at Kal	abu Tax Free Z	lone
1	Fabricate 30,000L Fuel Storage Tanks	2		
2	Fabricate and Install Tank Accessories	2 tanks		
3	Fabricate and Install Cradle, stairs, ladders, walking platform and railings.	2		
4	Construct Concrete Bund with water proofing	2		
5	Carryout Calibration of tanks and supply dipsticks	2		
5	Carry out Hydrostatic testing, Vacuum test, Die penetration test, holiday test and DFT test.	2		
6	Painting Works for tank, cradle and fuel bund	2		
7	Commissioning	2		
8	Site Clean-up and demobilise	2		
	2. Fabricate, Supply and Install 2 x 30,000 L 1	Tank at Nai	kabula Substa	tion
1	Fabricate 30,000L Fuel Storage Tanks	2		
2	Fabricate and Install Tank Accessories	2 tanks		
3	Fabricate and Install Cradle, stairs, ladders, walking platform and railings.	2		
4	Construct Concrete Bund with water proofing	2		

			I	
5	Carryout Calibration of tanks and supply dipsticks	2		
5	Carry out Hydrostatic testing, Vacuum test, Die penetration test, holiday test and DFT test.	2		
6	Painting Works for tank, cradle and fuel bund	2		
7	Commissioning	2		
8	Site Clean-up and demobilise	2		
	3. Fabricate, Supply and Install 2 x 30,000 L T	ank at EFL	Voivoi Substa	tion
1	Fabricate 30,000L Fuel Storage Tanks	2		
2	Fabricate and Install Tank Accessories	2 tanks		
3	Fabricate and Install Cradle, stairs, ladders, walking platform and railings.	2		
4	Construct Concrete Bund with water proofing	2		
5	Carryout Calibration of tanks and supply dipsticks	2		
5	Carry out Hydrostatic testing, Vacuum test, Die penetration test, holiday test and DFT test.	2		
6	Painting Works for tank, cradle and fuel bund	2		
7	Commissioning	2		
8	Site Clean-up and demobilise	2		
	TOTAL (VIP)			

Notes:

1. Technical:

- a. The bids must be 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.

- 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 the testing of 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. The bidder shall bear the additional costs for advance payment arrangements.
- 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 Suppliers, any On-Shore work with incur a Withholding Tax of 15% e.g. commissioning, training etc.
- 3. EFL Energy Fiji Limited uses Federation Internationale Des Ingenieurs Conseil (FIDIC) 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 5 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.
- 8. Contractor shall provide all materials, tools equipment and labour necessary to perform works.
- 9. A detailed work plan to be provided with expected date for the works.
- 10. Installation & Commissioning works must incorporate all cost incur for this activity e.g. travel, accommodation, visa etc.
- 11. All Sub-contractors to be used for any part of the works are to be declared.
- 12. The bidder shall bear all the costs associated with the Factory Acceptance Test (FAT).
- 13. Works stated must be complete, any addition or exclusion must be clearly stated in the bid.
- 14. Site Visit is Mandatory

5.1 Compliance & Supply Checklist Declaration

	Yes	No	Details
Commercial	100	110	Details
Price Schedule			
Company Profile			
Detailed Scope of Work/Supply			
Program [preferred Gantt Chart]			
(If Applicable)			
Payment Term (comply with EFL Credit term – 30 days)			
Price Validity [preferred 90 days]			
Insurance policy			
Valid FNU Compliance certificate			
Valid FNPF Compliance certificate			
Valid FRCS Compliance certificate			
Valid Business Registration certificate Technical			
Duration of work (timeline)			
Safety Management Plan			
OHS Compliance			
Paint Specifications & MSDS			
Company's capabilities & Background			
(resources, staff cv, etc.)			
History of similar Project			
Experience with EFL			
Warranty on paints. (preferred 5 years)			
Warranty on Works (preferred 3 years)			
Completed Specification Check sheet			
Scope of Works			
Statement of Exclusion or Amendment for Tender Specification (if Any)			
lote that these submissions are mandatory submissi nust be signed and submit as well.	on for	a suc	cessful tender bid. This declara
ame:			
osition:			
ompany:			
ign Off:			
Date:			

5.2 Tender Checklist

The Bidders must ensure that the details and documentation mention below must be submitted as part of their tender Bid

Ten	nder Number	
Ter	nder 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 On	aly (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 ${f L}$	ocal Bidders only)
12.	Provide a copy of Valid FNU Compliance Certificate (Mandatory Local Bi	dders only
13.	Contact Person:	
	I declare that all the above information is correct.	
	Name:	
	Position:	
	Sign:	
	Date:	

6.0 TENDER FORM

To: Jitendra Reddy Manager Procurement, Inventory & Supply Chain Energy Fiji Limited 2 Marlow Street. Suva. Fiii Islands Phone: +679 3224 360 Email: tenders@efl.com.fi Sir, Having examined the Tender Document, the receipt of which is hereby duly 1. 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 90days 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. We understand that you are not bound to accept the lowest or any Tender you 6. may receive.

Duly authorized to sign Tender for and on behalf of

Dated this: day of 201.

[Signature] [In the capacity of]

7.0 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 2.00pm (1400hrs) on Friday 23rd August 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.