



MR 288/2024

**CONSULTANCY SERVICES FOR OWNER'S
ENGINEER FOR GENERATION CAPACITY ADDITION
PROJECT IN VITI LEVU**

ENERGY FIJI LIMITED

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REVISION HISTORY & DOCUMENT CONTROL

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TABLE OF CONTENTS

REVISION HISTORY & DOCUMENT CONTROL	2
1 BACKGROUND	4
2 INSTRUCTIONS FOR PARTIES REGISTERING INTEREST	5
2.1 Eligible Tenderers.....	5
2.2 Eligible Materials, Equipment and Services	5
2.3 One Bid Per Tenderer	5
2.4 Cost of Bidding	5
2.5 Site Visits.....	5
2.6 Contents of Bidding Documents	6
2.7 Clarification of Bidding Documents.....	6
2.8 Amendment of Bidding Document.....	6
2.9 Language of Bid	6
2.10 Bid Prices	6
2.11 Bid Currencies	6
2.12 Bid Validity.....	6
2.13 Format and Signing of Bids	7
2.14 Sealing and Marking of Bids.....	7
2.15 Deadline for Submission of Bids.....	7
2.16 Late Bids.....	7
2.17 Modification and Withdrawal of Bids.....	8
2.18 Rejection of One or All Bids.....	8
2.19 Process to be Confidential.....	8
2.20 Clarification of Bids	8
2.21 Compliance with Specifications	8
2.22 Signature of Tenderer.....	8
2.23 Mandatory Compliances	9
2.24 Insurance.....	9
3 GENERAL CONDITIONS OF CONTRACT	9
4 ADDITIONAL CLAUSES TO GENERAL CONDITIONS OF CONTRACT	9
5 DESCRIPTION OF PROJECT	9
6 SCOPE OF WORK	10
7 INPUTS PROVIDED BY EFL	12
8 PROGRAM	12
9 SUPERVISION AND REPORTING	12
10 EXPERTISE AND QUALIFICATION	12
11 PAYMENT SCHEDULES AND TERMS	13
SCHEDULE 1: PROPOSED TEAM MATRIX & RESOURCING PLAN	14
SCHEDULE 2: PRICE SCHEDULE	15
SCHEDULE 3: SCHEDULE OF RATES	17

1 BACKGROUND

Energy Fiji Limited (“EFL”) is a public company limited by shares that was established under the Companies Act (2015), Laws of Fiji. It is supervised by a Board of Directors comprising a Chairman and representatives of its shareholders. Its major shareholders include the Fijian Government and Sevens Pacific Pte. Limited.

The Executive Management team of EFL consists of the Chief Executive Officer, Deputy Chief Executive Officer, Chief Finance Officer, General Manager Human Resources, General Manager Generation, General Manager Network, General Manager Customer Services, General Manager System Planning and Control, General Manager Special Projects and Chief Information Officer.

EFL is primarily responsible for generation, transmission and distribution of electricity in Viti Levu, Vanua Levu, Ovalau and Tavueni in Fiji. It owns over twenty (20) power stations and twenty (20) substations and switching stations on the islands of Viti Levu, Vanua Levu, Taveuni and Ovalau. EFL owns, operates and maintains a network of 147km of 132kV transmission lines, 536km of 33kV lines and over 10,500km of 11kV and 415V distribution lines, as at 31st December 2021. It also have over 210,000 customer accounts, made up of domestic, institutional, commercial and industrial customers.

EFL is undertaking investments to develop the electricity generation, transmission and distribution networks to continue to meet power supply requirements for its customers. A key component of EFL’s development includes the reinforcement of existing power generation capacity on the main island of Viti Levu.

Following a review of installed and available power generation capacities on the main island of Viti Levu in early 2022, and the likely electricity demand growth that will happen in the next 2-3 years, it was identified that EFL needs to invest in having power generation capacity that will be able to meet the demand in the short term while the renewable energy generation projects are being developed. Once the renewable energy generation projects are developed, the new/added capacity under this project will provide backup/stand-by capacity in case of natural disasters that would affect regional backbone power transmission lines, or when there is major maintenance works carried out at EFL’s larger hydro-electric power stations.

During evaluation of tender bids, EFL may invite a tenderer or tenderers for discussions, presentations and any necessary clarification before proceeding further.

The deadline to submit tender bids is 1600hrs on **25th September 2024**, Fiji Time.

Further information relating to this tender may be acquired from:

Jitendra Reddy
Manager Procurement, Inventory & Supply Chain
2 Marlow Street, Suva, FIJI.
Phone: 679 3224320/9992400
Facsimile: 679 331 6773
Email: tenders@efl.com.fj

2 INSTRUCTIONS FOR PARTIES REGISTERING INTEREST

2.1 Eligible Tenderers

This invitation is open to Tenderers who have sound Financial Background, and have previous experience in carrying out such work.

Tenderers shall provide such evidence of their continued eligibility satisfactory to EFL as EFL shall reasonably request, using the forms provided in the Schedules.

Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practice.

2.2 Eligible Materials, Equipment and Services

The materials, equipment, and services to be supplied under the Contract shall have their origin from reputable companies and countries and all expenditures made under the Contract will be limited to such materials, equipment, and services. Tenderers shall be required to provide evidence of the origin of materials, equipment, and services in their bids.

For purposes of this Contract, "services" means the works and all project-related services including design services.

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.

The services to be provided 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 Tenderer

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

2.4 Cost of Bidding

The Tenderer 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

Site visits are scheduled for the following dates to the sites covered under this specifications:

Location	Nominated Site Visit Times
Kinoya Power Station	9 th September 2024, 11:00am
Vuda Power Station	10 th September 2024, 11:00am

2.6 Contents of Bidding Documents

The Tenderer is expected to examine carefully the contents of this Bidding document. Failure to comply with the requirements of bid submission will be at the Tenderer's own risk. Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

2.7 Clarification of Bidding Documents

A prospective Tenderer 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 3224320/9992400
Facsimile: 679 331 6773
Email: tenders@efl.com.fj

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

2.8 Amendment of Bidding Document

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 Tenderer, modify the bidding documents by issuing addenda.

2.9 Language of Bid

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

2.10 Bid Prices

Unless specified otherwise, Tenderers 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.

Tenderers shall give a breakdown of the prices in the manner and detail called for in the Schedules of this bidding document, or any issued addenda.

2.11 Bid Currencies

Prices shall be quoted in a single currency only.

2.12 Bid Validity

Bids shall remain valid for a period of **120 days** from the date of Deadline for Submission of Bids specified in Sub-Clause 2.15.

2.13 Format and Signing of Bids

The Tenderer shall submit its Technical and Financial proposals (complete bid) on EFL's electronic tender hosting website, <https://www.tenderlink.com/efl>.

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 Tenderer, in which case such corrections shall be initialed by the person or persons signing the bid.

EFL will not be accept hard copy tender bid submissions.

2.14 Sealing and Marking of Bids

The tender bids shall:

- a) be addressed to EFL at the following address:

Jitendra Reddy
Manager Procurement, Inventory and Supply Chain
2 Marlow Street, Suva, FIJI.
Phone: 679 3224320/9992400
Facsimile: 679 331 6773
Email: tenders@efl.com.fj

And

- b) bear the following identification:

- Bid for: CONSULTANCY SERVICES FOR OWNER'S ENGINEER FOR GENERATION CAPACITY ADDITION PROJECT IN VITI LEVU
- Bid Tender Number: MR 288/2024
- DO NOT OPEN BEFORE: 1600hrs on 25th September 2024

2.15 Deadline for Submission of Bids

Bids must be received by EFL at the address specified above no later than 1600 hours (Fiji Time) 25th September 2024.

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 Tenderers previously subject to the original deadline will thereafter be subject to the deadlines extended.

2.16 Late Bids

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

2.17 Modification and Withdrawal of Bids

The Tenderer 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.

The Tenderer's modification or withdrawal notice shall be prepared as appropriate and uploaded on Tender Link website. A withdrawal notice may also be sent by email but must be followed by a signed confirmation copy.

No bid may be modified by the Tenderer after the deadline for submission of bids.

2.18 Rejection of One or All Bids

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 Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the rejection.

2.19 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process.

Any effort by a Tenderer to influence EFL's processing of bids or award decisions may result in the rejection of the Tenderer's bid.

Lowest bid will not necessarily be accepted as successful bid.

2.20 Clarification of Bids

To assist in the examination, evaluation and comparison of bids, EFL may, at its discretion, ask any Tenderer 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.

2.21 Compliance with Specifications

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 Schedules 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.

2.22 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.

2.23 Mandatory Compliances

Tenderers are required to ensure that their bid submission includes the following local (Fijian) mandatory compliance:

1. Fiji Revenue and Customs Service compliance
2. Fiji National Provident Fund compliance
3. Fiji National University Levi compliance
4. Other compliances required under Fijian laws and legislation

Failure to submit or meet mandatory compliance requirements could result in automatic disqualification of bids.

2.24 Insurance

The Tenderer is to confirm that they have in effect the relevant insurance policies in place, including at least the ones enlisted below with a copy in the bid:

1. Professional indemnity
2. Public and Products Liability Insurance
3. Workmen's Compensation

3 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract shall be FIDIC Client/Consultant Model Services Agreement – Fifth Edition 2017 (White Book).

4 ADDITIONAL CLAUSES TO GENERAL CONDITIONS OF CONTRACT

EFL will provide during the contract stage.

5 DESCRIPTION OF PROJECT

Following a review of demand growth pattern, pipeline of development projects, retirement plan of existing aged power plant assets, and maintenance requirements for key transmission network infrastructure, EFL is embarking on a project to install 20MW and 30MW of power generation plants at Kinoya and Vuda in Viti Levu. The installation of these plants will allow EFL to meet the rapidly rising power demand in Viti Levu whilst EFL develops firm generation capacity through its renewable energy development program and carries out critical maintenance on its high-voltage transmission network assets.

The overall project includes development of power generation assets through an EPC turnkey arrangement for each site, and development of 11kV/33kV step-up substations to allow interconnection of the power generation assets to existing 33kV sub-transmission network.

EFL anticipates that the assets would be on-line and integrated into the EFL grid no later than December 2026.

6 SCOPE OF WORK

The objective of the consulting services shall be to ensure that the Project is implemented with a high standard of workmanship and quality, within an agreed timeframe, within approved budgets and in accordance with specifications and drawings and Employer's requirements.

The achievement of the objectives will be through following four major work packages:

- a. Review and approval of Conceptual Designs against Employer's Requirements,
- b. Review of Designs and Documents for delivery of various components of the project
- c. Construction Supervision, Commissioning and Acceptance Testing Services, including review at end of Defects Notification Period
- d. Assist in Project Management
- e. Review and approve all contractors Claim invoices for payment.
- f. Work with EFL to obtain necessary permits and approvals

The appointed Owners Engineer is expected to:

- Include cost for all travel and accommodation and meetings;
- If necessary provide more than one qualified person to carry out the Scope of Work;
- Be on site to monitor the progress made in relation to the implementation of and its full adherence with the Project program, the quality of construction, installation of mechanical engineering and electrical systems;
- Constantly discuss solutions with the selected Contractor(s) when an action is not progressing according to the Project program;
- Regularly brief EFL on the status and progress made;
- Perform other reasonable tasks EFL may request in relation to the delivery of the project

During the project implementation stage, the service provider shall act as the Owner's Engineer for the Construction and Equipment Contracts. The service provider will carry out duties and responsibilities and assume necessary powers, as stipulated in the agreement for consulting services from the Owner's Engineer. Such agreement may include but is not limited to:

- Review and confirm quality assurance program of the EPC Contractor
- Review and clear construction drawings, schedules and processes proposed by the EPC Contractor.
- Review and confirm quantity and quality of works completed, which would serve as a basis for payment to the EPC Contractor according to the Contract terms.
- Hold regular meetings with the EPC Contractor to review project progress, technical issues, and measures to achieve the targeted cost, quality and schedule control.
- Manage safety, social, and environmental related issues during the construction.
- Review and confirm the acceptance test proposals made by the EPC Contractor and support the EPC Contractor in completing the acceptance test.
- Review and confirm the O&M Manual, including training programs for RMLM engineers on O&M, prepared by the EPC Contractor.
- Providing additional technical support to the Employer as needed for successful implementation of the Contract.

The service provider shall perform the duties of the Engineer as defined in the Owner's Engineer's contract for the above works and specifically carry out the following duties for the Generation system component:

- Review designs and drawings submitted by the EPC Contractor, on the equipment and approve or amend the same in consultation with EFL

- Monitor and supervise on site testing of the major equipment to ensure that they meet the requirements and specification under the contract in consultation with EFL
- Inspect the manufacture of major equipment at the EPC Contractor's workshops or nominated equipment manufacturers, verify the factory testing regime and reports and certify its adequacy and quality before items are packed and shipped to the sites of works, jointly with EFL.
- The list of equipment to be inspected will be supplied on appointing of EPC Contractor.
- Supervise the installation of the electrical and mechanical equipment in a satisfactory and safe manner in accordance with the specifications and contract requirements.
- Prepare a "Completion Report" for the works under the contract, including a summary of final costs.

The service provider shall perform the duties of the Engineer as defined in the Owner's Engineer's contract for the above works and specifically carry out the following duties for the civil and electrical works component:

- Review the design of the civil and electrical works
- Review the construction drawings for the civil and electrical works of the contracts. The construction drawings shall clearly impart the final design of the works, and shall be revised and supplemented to meet field conditions as the works progress.
- Assume full responsibility for the construction supervision of the civil works. The Owner's Engineer shall also perform all the duties and functions required of him/her as the Owner's Engineer under the conditions of Contract for the civil works.
- Check surveys and bench marks established by the EPC Contractor at each site of work and ensure accuracy of surveys and bench marks connecting various sites.
- Supervise interconnection and synchronization of the generators to the EFL grid in safe manner.
- Prepare a Completion Report for the works under the contract, including a summary of final costs.

The service provider shall perform the duties of the Engineer as defined in the Owner's Engineer's contract for the above works and assist in the following duties for the project management component:

- Formulate and establish procedures for the proper management, administration and quality assurance of all contracts for the design, construction and delivery of the Project and shall effect monitoring and control of these procedures.
- Check and approve the relevant reports, which shall be in a format agreed with the Employer and which shall be submitted in number of copies to be agreed with the Employer.
- Supervising the commissioning of all structures and plant on the Project.
- Review and finalize the detailed O&M manuals for the complete plant and all subsystems provided by the EPC Contractor under the construction and equipment contracts.
- The service provider shall liaise with EFL and the EPC Contractor to ensure that uniform, complete, high quality O&M manuals are prepared for the Project.
- Measurement and verification of work quantities and certification of EPC Contractor's invoices for approval and release of payments.
- Monitor the manufacturing and delivery of equipment to ensure smooth and timely completion of the whole Project.
- Make recommendations to EFL regarding settlement of claims by the EPC Contractor.
- Prepare items of work to be completed by the EPC Contractor during Maintenance/Defects Liability Period.
- Payment will be approved and effected by EFL within 30 Calendar days following endorsement of Reports

7 INPUTS PROVIDED BY EFL

EFL will provide office space for maximum of three (3) personnel of the Owner's Engineer team to be stationed at either EFL's office or on site where the work is being performed.

8 PROGRAM

The anticipated program for the work is shown below.

Milestone	Target Deadline
Close of Tender	25 th September 2024
Award of Tender	29 th November 2024
Issue of Purchase Order	31 st December 2024

The key milestone dates relating to the EPC Contract will be determined once the tenders are called and awarded. Bidders however are required to submit their nominated program for the delivery of the project and its completion by December 2026 and additional 1 year for the Defects notification Period (DNP) till December 2027.

9 SUPERVISION AND REPORTING

The Project Owner is the Chief Executive Officer. The Owner's Engineer will report to the Chief Executive Officer of EFL for overall project delivery. The Owner's Engineer will coordinate with General Manager Special Projects of EFL for various project related components.

10 EXPERTISE AND QUALIFICATION

The Owner's Engineer is required to have and be able to demonstrate relevant experience in managing and having technical oversight of similar power generation projects, including experience in construction supervision works.

The Owner's Engineer (or its team) shall have the following minimum qualifications and competencies:

- Suitably degree qualified engineer(s), preferably Electrical, Mechanical and Civil
- Professional Engineering affiliation/membership with Fiji Institute of Engineers or Engineering New Zealand or Engineers Australia, or an equivalent body
- Minimum 10 years experience in engineering design, monitoring and supervisory responsibility of similar power generation facilities
- Knowledge of international (pre-dominantly Australian and New Zealand) and local (Fijian) standards related to Structural and Civil Engineering works
- Knowledge of international standards (pre-dominantly Australian and New Zealand or IEC) related to Electrical and Mechanical Engineering works, including control systems
- Fluency in English (verbal and written)
- Previous relevant working experience in the Oceania region or Fiji will be advantageous
- Must have experience as Owner's Engineer on similar power generation projects
- Must have experience working on EPC Contracts, and with FIDIC suite of contracts

In its submission, the bidder is required to provide:

- Overall organization chart proposed for the project
- Proposed Specialist engineering team members including electrical, mechanical, control systems and civil experts details including CVs
- Proposed Project Director and Project Manager CVs
- CVs of any support personnel to be used during any phase of the project
- Overall resourcing structure and expected man-days plan for each phase of the project

In reviewing the submissions from the bidders, EFL will adopt the following assessment criteria:

Task Appreciation	20%
Relevant Experience	30%
Proposed Team/Personnel	20%
Tender Bid Price	30%

Bidders shall note that the evaluation scoring will include evaluation of Task Appreciation, Relevant Experience, and Proposed Personnel for Deployment. Bidders shall note that the evaluation scoring will include evaluation of Quality Assurance, HSE Compliance, Past Records of Safety and Quality.

11 PAYMENT SCHEDULES AND TERMS

EFL requires a lump sum price proposal for the complete services.

The payment will be based on defined milestones. EFL will not be making any advance payment for this work. **The prices quoted shall be inclusive of With-holding Tax in Fiji (for off-shore service providers), or provisional tax, for local service providers.**

SCHEDULE 1: PROPOSED TEAM MATRIX & RESOURCING PLAN

Bidder is required to provide a complete team matrix and resourcing plan associated with its offer. Bidder is also required to provide details of its key personnel with their relevant details and accompanying CVs.

Designation	Nominated Person	Nationality	Age	Yrs of Exp.	Copy of CV
Project Director					
Project Manager					
Engineering Experts (bidder to outline)					
Other Support Staff (bidder to outline)					

SCHEDULE 2: PRICE SCHEDULE

Description	Price incl. VAT and other taxes
Mobilization, including necessary personnel, resources, logistics etc.	
<p>Respond to RFI by EPC Contractors within reasonable time (< 48hrs)</p> <p>Conduct review of electrical, mechanical, civil and control systems designs and design documentation, technical data sheets, technical submissions provided by EPC contractor and give feedback within reasonable timeframe.</p> <p>Provide engineering signoffs on Contractor's proposed designs and design documentation.</p>	
<p>Conduct regular inspection and sign off works on site throughout the project</p> <p>Provide regular site inspection of all sites and provide feedback and update reports to EFL. Resolve with Contractor any deviation from approved drawings/designs.</p> <p>Ensure Contractor's compliance systems of Health and Safety, Environment and Quality are adhered to.</p>	
<p>Conduct inspection of plant, equipment and materials as agreed with the Contractor(s) at various stages of production, delivery and installation, provide timely feedback on suitability and compliance to specifications and approved quality and acceptance criteria.</p> <p>Attend factory acceptance testing of major plant associated with the facilities and provide feedback report and signoffs.</p>	
<p>Provide oversight of pre-commissioning and commissioning activities.</p> <p>Review plans and procedures submitted by Contractor(s), ensure work is undertaken within approved plans and framework.</p> <p>Provide on-site witnessing services for all commissioning activities.</p> <p>Review commissioning reports and results and provide sign-off for EFL acceptance.</p> <p>Coordinate safe and on-schedule integration of new plant and equipment into EFL grid as part of commissioning process.</p>	
<p>Provide quarterly inspection reports of all sites covered under the project during the defects notification period. Reports to include detailed photos and description of identified defects.</p> <p>Provide final inspection report and signoff on any defects remedial works plan at end of Defects Notification Period</p>	
<p>Assist in Project coordination and management services, including setup of project management methodology and associated documentation and system for delivery of project and services.</p> <p>Provide regular reports on project progress and various components and against agreed performance measures.</p> <p>Ensure adherence of Contractor(s) to contract terms and conditions and appropriate notification and controls are in place.</p>	

Disbursements and expenses (Bidder to add and provide breakdowns)	
Other items (Bidder to add and provide description accordingly)	
Total Fixed Lump Sum Offer	

SCHEDULE 3: SCHEDULE OF RATES

The Tenderer is required to provide hourly rates for all its personnel proposed in its Owner’s Engineer team over the course of the project:

Position	Hourly Rate incl. VAT and other Taxes
Project Director	
Project Manager	
Project Management Support Personnel	
Engineering Expert (Electrical)	
Engineering Expert (Mechanical)	
Engineering Expert (Civil)	
Engineering Expert (Control Systems)	
Support Personnel	
Tenderer to include others	

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: _____

Tender submission

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 25th September 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.