

ENERGY FIJI LIMITED



TENDER SPECIFICATIONS

TENDER NO: MR 232/2018

Supply of NEMO metering Unit for EFL's Labasa, Savusavu, Levuka, Rokobili, Deuba, Sigatoka, Nadi, Qeleloa and Rakiraki Diesel Power Station.

SECTION 1.0 SUBMISSION OF TENDER

Two (2) hard copies of the tender bids in sealed envelope shall be deposited in the tender box located at the Supply Chain Office at the EFL Head Office, 2 Marlow Street, Suva, Fiji.

Courier charges for delivery of Tender Document must be paid by the bidders.

This tender closes at. 27/06/2018

Site Visit: Not Required

Site visits are listed above. Please note date and time. Team leaders of various stations will be facilitating the visit.

Each tender shall be sealed in an envelope with:
The envelope bearing only the following marking:

Tender- MR 232/2018 – Supply of NEMO metering Unit for EFL’s Labasa, Savusavu, Levuka, Rokobili, Deuba, Sigatoka, Nadi, Qeleloa and Rakiraki Diesel Power Stations

The Secretary, Tender Committee
Energy Fiji Limited
Supply Chain Office
Private Mail Bag, Suva

**It must also indicate the name and address of the tenderer on the reverse of the envelope.
All late tenders, unmarked Envelopes and envelopes without bidder’s name and address on the reverse of the envelope. (Bids via e-mail or fax will not be considered).**

For further information or clarification please contact our Supply Chain Office on phone **(+679) 3224360** or **(+679) 9991587**.

SECTION 2.0 INVITATION TO TENDER

The Energy Fiji Ltd ("the Employer") invites sealed bids from eligible bidders for the supply of Nemo HD96+ and Transducer module IF96001.

Bidders may obtain further information and acquire the bidding documents from:

Tuvitu Delairewa
General Manager Commercial
2 Marlow Street,
Suva, FIJI.
Phone: 679 3224 185
Facsimile: 679 331 1882
Email: TuvituD@efl.com.fj

All bids must be delivered to Tuvitu Delairewa, General Manager Corporate Services, 2 Marlow Street, Suva, Fiji, Phone: (679) 3224 185, Facsimile: (679) 331 1882 Email: TuvituD@efl.com.fj at or before 1600 hours Fiji Local times on Friday, 20th June, 2018.

SECTION 3.0 INSTRUCTION TO TENDER BIDDERS

This Invitation for Tenders is open to all tenderers. The successful tenderer shall complete the supply of goods by the intended completion date specified in the tender document.

Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

3.1 Cost of Tendering

3.1.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Energy Fiji Limited, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

3.2 The Tender Document Contents

3.2.1 The tender document comprises the document listed below and addenda issued in accordance with Clause 3.4 of the Instructions to Tenderers

- a) Invitation for Tenders
- b) Instructions to Tenderers
- c) General Conditions of Contract
- d) Special Conditions of Contract
- e) Technical Specifications and Price Schedules
- f) Tender Form

3.2.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender document. Failure to furnish all information required by the tender document or to submit a tender not substantially responsive to the tender document in every respect will be at the tenderer's risk and may result in the rejection of its tender.

3.3 Clarification of Tender Document

3.3.1 A prospective tenderer requiring any clarification of the tender document may

notify: Mr. Tuvitu Delairewa in writing:
General Manager Corporate Services
Energy Fiji Ltd
2 Marlow Street, Suva Fiji
Phone: 679 322 4185
Email: TDelairewa@efl.com.fj

3.4 Amendment of Tender Document

3.4.1 At any time prior to the deadline for submission of tenders, Energy Fiji Ltd, for any reason whether at its own initiative or in response to a clarification requested by a prospective tender, may modify the tender document by amendment.

3.4.2 All prospective tenderers that have received the tender document will be notified of the amendment in writing and will be binding on them.

3.4.3 In order to allow prospective tenders reasonable time to take the amendment into account in preparing their tenders, Energy Fiji Ltd at its direction, may extend the deadline for the submission of tenders.

3.5 Language of Tenders

3.5.1 The tender prepared by the tenders, as well all correspondence and document relating to the tender exchanged by the tender and Energy Fiji Ltd shall be written in English.

3.6 Document Comprising the Tender

3.6.1 The tender prepared by the tenderer shall comprise the following components:
a) A tender Form and Price Schedule completed in accordance with Clauses 3.7, 3.8 and 3.9 below; refer to Attachment 1 for Price Schedule template.

3.7 Tender Form

3.7.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender document, indicating the goods to be supplied, a brief description of the goods quantity and prices.

3.8 Tender Prices

3.8.1 The tenders shall indicate on the appropriate Price Schedules the unit prices and the total tender price of the goods it produces to supply under the contract

3.8.2 For local suppliers, prices indicated on the Price Schedule shall be delivered to Energy Fiji Ltd,

3.8.3 Prices quoted by the tenderer shall be fixed during the tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to Clause below.

3.9 Tender Currencies

3.9.1 Prices shall be quoted in Fijian Dollars (FJD) or in other freely convertible currency.

3.10 Good's Eligibility and Conformity to Tender Documents

3.10.1 The tenders shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract.

3.10.2 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings and data, and shall consist of:

a) A detailed description of the essential technical and performance characteristics of goods;

- b) A clause-by-clause commentary on Energy Fiji Ltd's Technical Specifications demonstrating substantial responsiveness of the goods to those specifications, or a statement of deviation and exceptions of the Technical Specifications.

3.11 Validity of Tenders

- 3.11.1 Tenders shall remain valid for 60 days. A tender valid shorter period shall be considered as non- responsiveness
- 3.11.2 In exceptional circumstances, Energy Fiji Ltd may solicit the tenderer's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (email). A tenderer granting to be request will not be required nor permitted to modify the tender

3.12 Format and Signing of Tender

- 3.12.1 The tenderer shall prepare an original and two copies of the tender, clearly marking "**ORIGINAL TENDER**" and "**COPY OF TENDER**", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 3.12.2 The original and copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract.
- 3.12.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

3.13 Deadline for Submission of Tenders

- 3.13.1 Tenders must be received by Energy Fiji Ltd **on the Wednesday 27th June, 2018 no later than 4:00pm.**
- 3.13.2 Energy Fiji Limited may, at its discretion, extend this dead line for the submission of tenders by amending the tender document in accordance with clause B5, in which case all rights and obligations of Energy Fiji Limited and tenderers previously subject in the deadline will thereafter be subject to the deadline as extended.

Courier charges for delivery of Tender Document must be paid by the bidders and where applicable, all other cost such as Duty, VAT and Customs clearance associated with the delivery of Tender Document must also be paid by the bidders, delivered to EFL Delivered Duty Paid (DDP).

3.14 Modification and Withdrawal of Tenders

- 3.14.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by Energy Fiji Ltd prior to the deadline prescribed for submission of tenders.
- 3.14.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause B15. A withdrawal notice may also be e-mailed, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 3.14.3 No tender will be modified after the deadline for submission of tenders.
- 3.14.4 No tender will be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.

3.15 Opening of Tenders

- 3.15.1 Energy Fiji Ltd will open all tenders with the presence of Energy Fiji Ltd nominated Tender Committee, without presence of the bidder's representative.
- 3.15.2 Each member of the tender committee will initial tender pages of the tender documents and record total price tendered before submitting to the Tender Evaluation Committee for further evaluation.

3.16 Clarification of Tenders

- 3.16.1 To assist in the examination, evaluation and comparison of tenders Energy Fiji Ltd at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
Any effort by the tenderer to influence Energy Fiji Ltd in its decision on tender evaluation tender comparison or contract award may result in the rejection of the tenderer's tender.

3.17 Preliminary Examination

- 3.17.1 Energy Fiji Ltd 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.
- 3.17.2 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.

- 3.17.3 Energy Fiji Ltd 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.
- 3.17.4 Prior to the detailed evaluation, pursuant to Clause B21, Energy Fiji Ltd 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 Ltd's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence
- 3.17.5 If a tender is not substantially responsive; it will be rejected by Energy Fiji Ltd and may not subsequently be made responsive by the tenderer by correction of the nonconformity

3.18 Evaluating and Comparison of Tenders

- 3.18.1 Energy Fiji Ltd will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to clause B18
- 3.18.2 Energy Fiji Ltd.'s evaluation of a tender will exclude and not take into account any allowance for the price adjustment during the period of execution of the contract, if provided in the tender.
- 3.18.3 Energy Fiji Ltd.'s evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors:
- a) Compliance to Instruction to Tenderers pursuant to Clause B1.3;
 - b) Compliance to the tender requirements pursuant to Clauses B11, B12 and B13;
 - c) Compliance to the technical specifications;
 - d) Tender validity of not less than 60 days;
 - f) Delivery period offered in the tender. The delivery period should not exceed 4 weeks (one month) after the date of signing the Contract
 - g) Documentary proof of successful delivery of similar assignment deviation in payment schedule from that specified in the Special Conditions of Contract.
 - h) Documentary proof of successful delivery of similar assignment.

3.19 Contacting Energy Fiji Limited

- 3.19.1 Subject to Clause B18, no tenderer shall contact Energy Fiji Ltd on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 3.19.2 Any effort by a tenderer to influence Energy Fiji Ltd in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's bid.

3.20 Award Criteria

- 3.20.1 Subject to Clauses B9, B21 and B25 Energy Fiji Ltd will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest **evaluated** tender.

3.21 Energy Fiji Ltd.'s Right to accept or reject any or All Tenders

- 3.21.1 Energy Fiji Ltd reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, 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 its action.

3.22 Notification of Award

- 3.22.1 Prior to the expiration of the period of tender validity, Energy Fiji Ltd will notify the successful tenderer in writing that its tender has been accepted.

3.23 Signing of Contract

- 3.23.1 At the same time as Energy Fiji Ltd notifies the successful tenderer that its tender has been accepted, Energy Fiji Ltd will send the tenderer the Contract Form provided in the tender document, incorporating all agreements between the parties.
- 3.23.2 Within five (5) working days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Energy Fiji Ltd

3.24 Corrupt or Fraudulent Practices

- 3.24.1 Energy Fiji Ltd requires that tenderers observe the highest standard of ethics during the Procurement process and execution of contracts. In pursuance of this policy, Energy Fiji Ltd:-
- a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - I. "*corrupt practice*" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - II. "*Fraudulent practice*" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Energy Fiji Ltd, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive Energy Fiji Ltd of the benefits of free and open competition;
 - b) Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
 - c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices

in competing for, or in executing, a contract.

3.24.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

SECTION 2.0 GENERAL

2.1 General:

The EFL invites potential bidders to submit bids for the supply of Thirty (30) NEMO HD96+ unit and Thirty (30) Transducer module IF96001. The NEMO HD96+ metering unit shall provide clear and accurate power measurement information of True power (kW), Reactive power (kVAR), Frequency (Hz), Volts (V), power factor (PF), Current (I).

The cost shall be deemed to be included in their tender cost-whether specifically in the schedule as below:

- 2.1 Supply of 30 x NEMO HD96+.
- 2.2 Supply of 30 x transducer IF96001.

SECTION 3.0 TECHNICAL SPECIFICATION:

3.1 The NEMO Base HD96+ MF96021 shall be multifunction and digital type with specification as below:

Display Technology	: LCD
Refresh Time	: 1.1 s
Input Frequency, Nom	: 50 Hz
Input Range(s)	: 1 ... 5A
Input voltage, 1ph, nom (rms)	: 50 - 230 V AC nom (rms)
Input voltage, 3ph, nom (rms)	: 80 - 400 V AC nom (rms)
Accuracy Class, Active	: 0.5
Accuracy Class, kWh, IEC 61557-12	: 0.5 IEC 61557-12
Accuracy Class, kVARh, IEC 61557-12	: 2 IEC 61557-12
Umin, Supply Voltage, AC, Min - Max	: 80 - 265V AC
Connection Method	: CT connect & VT connect
IP Rating, Front	: IP54
Standards Compliance	: EN 60529-IEC 61010-1 IEC 60529-EN 61326-1

3.2 The Transducer IF96001 shall be multifunction power monitor type with specification as below:

Type	: IME IF96001 with Modbus Communications Module
Communication	: RS485 module with multifunction power monitors
Protocol	: MODBUS/JBUS RTU protocol
Address Range	: Address selection 001 – 255



SECTION 4 COST SCHEDULE

TABLE 1.1

<i>Preferred supplier of NEMO Metering Unit</i>			
<i>Item</i>	<i>ITEM DESCRIPTION</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
1	Supply of 30 x NEMO HD96+ MF96021 Base 80-265V AC		
2	Supply of 30 x IF96001 -RS485 communication module Modbus / Jbus protocol		
	Fiji Custom Import Duties		
	Freight Charge		
	TOTAL (VEP)		
	VAT 9%		
	Withholding Tax – Labor (Not to be included when only supply goods)		
	TOTAL (VIP)		

Notes:

1. All Sub-contractors to be used for any part of the works are to be declared.
2. A detailed work plan to be provided with expected date of Delivery after Tender Being Awarded
3. EFL uses FIDIC Contract documents for its contracts.
4. Failure to submit required documents may affect bid compliance. Failure to submit mandatory items as stated in Compliance Checklist will result in non-compliance.
5. EFL financial terms are applicable for these works.
6. Any advance payment will require a bank guarantee.

Appendix

Compliance Checklist Declaration

I _____ of _____ located at _____ confirm that the bid submitted for the following tender

[Status]: _____

_____ is comprehend the following item as part of the bid submission as stated in Sub Clause 2.6;

	Yes	No	Comments
Price Schedule			
Company Profile			
Detailed Scope of Work			
Exclusion or Amendment for Tender Specification			
Program [preferred Gantt Chart]			
Shipping Term (if Applicable)			
Payment Term			
Price Validity [preferred 90 days]			

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: _____

Tender Check List

(To be filled and accompanied with the tender Proposals/Documents)

Tender Specification Form

Tender Number: _____

Tender invitation and acceptance Term & condition of the Tender

The following information has to be filled by the bidder and submitted with the tender Documents:

1. Company Name: _____
2. Director/Owner(s): _____
3. Postal Address: _____
4. Phone Number: _____
5. Fax Number: _____
6. Office Location: _____
7. Tin Number: _____
8. Company Registration Number: _____
9. FNPF Employer Registration Number: _____
10. Number of Branches & Locations: _____
11. Years of Experience: _____

I declare that all the above information is correct.

Name: _____ Position: _____ Sign: _____

Date: _____

Tender Submission - Instruction to bidders

It is mandatory for Bidders to upload a copy of their bid in the TENDER LINK Electronic

Tender Box no later than **4:00pm, on Wednesday 27th June, 2018.**

To register your interest and tender a response, view 'Current Tenders' at:

<https://www.tenderlink.com/efl>

For further information contact The Secretary Tender Committee, by e-mail

TDelairewa@efl.com.fj

In additional, hard copies of the tender, one original and one copy must be deposited in the tender box located at the EFL Head Office, 2 Marlow Street, Suva, Fiji no later than

4:00pm, on Wednesday 27th June, 2018 - Addressed as

Tender – MR 232/2018 – Supply of NEMO Metering unit for EFL’s Labasa, Savusavu, Levuka, Rokobili, Deuba, Sigatoka, Nadi, Qeleloa & Rakiraki Diesel Power Station

The Secretary Tender Committee

ENERGY FIJI LIMITED

Head Office

Suva

Fiji

Hard copies of the Tender bid will also be accepted after the closing date and time provided a soft copy is uploaded in the e-Tender Box and it is dispatched before the closing date and time.

Tenders received after 4:00pm **on** the closing date of **Wednesday 27th June, 2018** will not be considered.

- **Lowest bid will not necessarily be accepted as successful bid.**
- **It is the responsibility of the bidder to pay courier chargers and all other cost associated with the delivery of the hard copy of the Tender submission.**