

# Energy Fiji Limited



## **Tender Document**

Tender No. : MR 339/2018

Preferred Supplier of Coolant for Diesel  
Generator

Generation SBA  
Energy Fiji Limited

31 August 2018  
KamendraS@efl.com.fj

## **Table of Content**

<b><u>1.0</u></b>	<b><u>INVITATION FOR TENDERS</u></b>	<b><u>4</u></b>
<b><u>2.0</u></b>	<b><u>INSTRUCTION TO BIDDERS</u></b>	<b><u>5</u></b>
2.1	ELIGIBLE BIDDERS	5
2.2	ELIGIBLE MATERIALS, EQUIPMENT AND SERVICES	5
2.3	ONE BID PER BIDDER	5
2.4	COST OF BIDDING	5
2.5	SITE VISITS	5
2.6	CONTENTS OF THE 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	7
2.11	BID CURRENCIES	7
2.12	BID VALIDITY	7
2.13	FORMAT AND SIGNING OF BIDS	7
2.14	SEALING AND MARKING OF BIDS	7
2.15	DEADLINE FOR SUBMISSION OF BIDS	8
2.16	LATE BIDS	8
2.17	MODIFICATION AND WITHDRAWAL OF BIDS	8
2.18	REJECTION OF ONE OR ALL BIDS	9
2.19	PROCESS TO BE CONFIDENTIAL	9
2.20	CLARIFICATION OF BIDS	9
2.21	PRELIMINARY EXAMINATION	9
<b><u>3.0</u></b>	<b><u>GENERAL CONDITIONS OF CONTRACT</u></b>	<b><u>10</u></b>
3.1	GENERAL CONDITIONS'	10
3.2	DEFINITIONS	10
3.3	APPLICATION	10
3.4	COUNTRY OF ORIGIN	10
3.5	STANDARDS	10
3.6	USE OF CONTRACT DOCUMENTS AND INFORMATION	10
3.7	PROGRAMME TO BE FURNISHED	11
3.8	INSPECTION AND TESTS	11
3.9	PATENT RIGHTS	11
3.10	PACKING	11
3.11	DELIVERY AND DOCUMENTS	11
3.12	INSURANCE	11
3.13	WARRANTY	12
3.14	PAYMENT	12
3.15	PRICES	12
3.16	ASSIGNMENT	12

<b>3.17</b>	<b>SUBCONTRACTS</b>	<b>12</b>
<b>3.18</b>	<b>TERMINATION FOR DEFAULT</b>	<b>13</b>
<b>3.19</b>	<b>LIQUIDATED DAMAGES</b>	<b>13</b>
<b>3.20</b>	<b>RESOLUTION OF DISPUTES</b>	<b>13</b>
<b>3.21</b>	<b>LANGUAGE AND LAW</b>	<b>13</b>
<b>3.22</b>	<b>FORCE MAJEURE</b>	<b>13</b>
<b><u>4.0</u></b>	<b><u>SPECIAL CONDITIONS OF CONTRACT</u></b>	<b><u>14</u></b>
<b>4.1</b>	<b>DEFINITIONS</b>	<b>14</b>
<b>4.2</b>	<b>APPLICATION</b>	<b>14</b>
<b>4.3</b>	<b>PROOF OF SUCCESSFUL COMPLETION OF PREVIOUS SIMILAR CONTRACTS</b>	<b>14</b>
<b>4.4</b>	<b>DELIVERY PERIOD</b>	<b>14</b>
<b>4.5</b>	<b>PAYMENT TERMS AND CONDITIONS</b>	<b>14</b>
4.5.1	LOCAL SUPPLIERS	14
4.5.2	FOREIGN SUPPLIERS	14
<b>4.6</b>	<b>ADVANCE PAYMENT</b>	<b>15</b>
<b>4.7</b>	<b>PRICES</b>	<b>15</b>
<b><u>5.0</u></b>	<b><u>TECHNICAL SPECIFICATION</u></b>	<b><u>16</u></b>
<b>5.1</b>	<b>GENERAL INFORMATION</b>	<b>16</b>
5.1.1	EFL'S DIESEL GENERATOR FLEET	16
5.1.2	STATION DETAILS & DELIVERY LOCATION	17
5.1.3	ENERGY FIJI LIMITED	17
5.1.4	BUILDING CONDITIONS	17
5.1.5	DURATION OF SUPPLY	17
5.1.6	TOBACCO/ALCOHOL/DRUG FREE ENVIRONMENT	17
<b>5.2</b>	<b>PRODUCT SPECIFICATION</b>	<b>18</b>
<b>5.3</b>	<b>SCOPE OF SUPPLY</b>	<b>18</b>
<b><u>6.0</u></b>	<b><u>PRICE SCHEDULE</u></b>	<b><u>19</u></b>
<b>6.1</b>	<b>COMPLIANCE CHECKLIST DECLARATION</b>	<b>20</b>
<b>6.2</b>	<b>TENDER CHECK LIST</b>	<b>21</b>
<b><u>7.0</u></b>	<b><u>TENDER FORM</u></b>	<b><u>22</u></b>
<b><u>8.0</u></b>	<b><u>SUBMISSION TO TENDER</u></b>	<b><u>23</u></b>

## **1.0 Invitation for Tenders**

Energy Fiji Limited is inviting bids for supply of Coolant for Diesel Generator located at various EFL power station. The supplier will be responsible for supplying genuine and reliable coolant as and when requested ensuring the amount requested is supplied in due time before the generator operation is affected.

The Detailed scope of supply and product specification is listed in the following pages.

Interested bidders may obtain Tender Document at the:

Supply Chain Office  
Energy Fiji Limited  
Head Office  
2 Marlow Street, Suva  
Contact: 322 4360 / 999 1587

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 the 26/09/18

## **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 supplying generator maintenance product, generator part and items.
- 2.1.2. Bidders shall provide such evidence of their continued eligibility satisfactory to EFL as EFL shall reasonably request. Bidders who are not manufacturer of such jointing and outdoor termination kits shall provide evidence of agency.
- 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. No site visits are 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
  - Company Profile (Max 2 pages in standard A4)
    - Work History - Project/ Work done with referee, EFL work history.
    - Company background
    - Bidder available resources e.g. Manpower, Machines & Equipment.
    - 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 fax (hereinafter the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex), or email addressed to:

Tuvitu Delairewa  
General Manager Commercial  
2 Marlow Street,  
Suva, Fiji  
Phone: +679 3224 185  
Email: [TDelairewa@efl.com.fj](mailto:TDelairewa@efl.com.fj)

- 2.7.2. EFL will respond to any request for clarification which it receives earlier than 10 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 Prices**

- 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 Delivered Duty Unpaid (DDU) basis. The point of delivery shall be **Suva/Lautoka port for Sea or Nadi Airport for Air**. The term DDU 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. **(if not supplying VIP (FJD), stated otherwise)**

## **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 **60 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 prepare one original and two (2) copies of the technical and financial proposals, clearly marking each one as: "ORIGINAL-TECHNICAL & PRICE PROPOSAL", "COPY NO. I - TECHNICAL & PRICE PROPOSAL", etc. as appropriate. In the event of discrepancy between the original and any copy, the original shall prevail.
- 2.13.2. The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.
- 2.13.3. 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>
- 2.13.4. 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. The bidder shall seal the original copy of the technical proposal and the original copy of the price proposal and each copy of the technical proposal and each copy of the price proposal in separate envelopes clearly marking each one as: "ORIGINAL-TECHNICAL & PRICE PROPOSAL", "COPY NO. I - TECHNICAL & PRICE PROPOSAL", etc. as appropriate.

2.14.2. The bidder shall seal the original bids and each copy of the bids in an inner and an outer envelope, duly marking the envelopes as "ORIGINAL", "COPY No. 1", etc.

2.14.3. The inner and outer envelopes shall

a) be addressed to EFL at the following address:

Tuvitu Delairewa  
General Manager Commercial  
2 Marlow Street,  
Suva, Fiji  
Phone: +679 3224 185  
Email: [TDelairewa@efl.com.fj](mailto:TDelairewa@efl.com.fj)

And

b) bear the following identification:

Bid for: MR 339/2018 - Preferred Supplier of Coolant for Diesel Generator.

2.14.4. In addition to the identification required, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Deadline for Submission of Bids.

2.14.5. If the outer envelope is not sealed and marked as above, EFL will assume no responsibility for the misplacement or premature opening of the bid.

## **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) **26/09/18**.

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 and returned unopened to the bidder.

## **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. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Sealing and Marking of Bids, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.

2.17.3. 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 or by fax, 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 Federation Internationale Des Ingenieurs Conseil (FIDIC) 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:

- “The Contract” means the agreement entered into between Energy Fiji Limited and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- “The Supplier” means the individual or firm supplying the goods under this Contract.
- “The Goods” means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to Energy Fiji Limited under this Contract.

### **3.3 Application**

3.3.1. These General Conditions shall apply in all Contracts made by Energy Fiji Limited for the procurement of goods.

### **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 Standards**

3.5.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.6 Use of Contract Documents and Information**

- 3.6.1. The Supplier shall not, without Energy Fiji Limited's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Energy Fiji Limited in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.
- 3.6.2. The Supplier shall not, without Energy Fiji Limited's prior written consent, make use of any document or information enumerated in Clause 3.1 above.

- 3.6.3. Any document, other than the Contract itself, enumerated in Clause 3.1 shall remain the property of Energy Fiji Limited and shall be returned (all copies) to Energy Fiji Limited on completion of the Supplier's performance obligations under the Contract if so required by Energy Fiji Limited.

### **3.7 Programme to be Furnished**

- 3.7.1. Within 20 days of the acceptance of this tender the Contractor shall submit to the Employer, for approval, a programme showing the order in which he proposes to carry out the works, including design, manufacture and delivery.

### **3.8 Inspection and Tests**

- 3.8.1. The Employer'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 Contract Specifications. The Employer shall notify the Contractor in writing of the identity of its Engineer(s) or representative(s) retained for these purposes. The contractor shall provide the Employer with a detailed program for the inspections and/or witness tests and notice of at least 7 days of notice when the materials, equipment, system is ready for inspection & testing. Nothing in this clause shall in any way release the Contractor from any warranty or other obligations under this Contract in delivering a fully functional plant as specified elsewhere in this document or the contractors' design and specifications.

### **3.9 Patent Rights**

- 3.9.1. The Supplier shall indemnify Energy Fiji Limited against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Fiji.

### **3.10 Packing**

- 3.10.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.10.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

### **3.11 Delivery and Documents**

- 3.11.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by Energy Fiji Limited in its Schedule of Requirements and the Special Conditions of Contract.
- 3.11.2. The supplier shall provide both Air Freight Charges and Sea Freight Charges.

### **3.12 Insurance**

- 2.12.1. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special Conditions of Contract.

### **3.13 Warranty**

- 3.13.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, workmanship, or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country.
- 3.13.2. This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 3.13.3. Energy Fiji Limited shall promptly notify the Supplier in writing of any claims arising under this warranty
- 3.13.4. Upon receipt of such notice, the Supplier shall, within a period of 30 days, and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to Energy Fiji Limited.
- 3.13.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in 10.4 above, within a reasonable period, Energy Fiji Limited may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which Energy Fiji Limited may have against the Supplier under the Contract.

### **3.14 Payment**

- 2.14.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of Contract.
- 2.14.2. Payments shall be made promptly by Energy Fiji Limited as specified in the Contract.

### **3.15 Prices**

- 3.15.1. Prices charged by the Supplier for Goods delivered under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices quoted by the Supplier in its tender.

### **3.16 Assignment**

- 3.16.1. The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with Energy Fiji Limited's prior written consent.

### **3.17 Subcontracts**

- 3.17.1. The Supplier shall notify Energy Fiji Limited in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.

### **3.18 Termination for Default**

- 3.18.1. Energy Fiji Limited may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate this Contract in whole or in part:
- a) If the Supplier fails to deliver the Goods within the period(s) specified in the Contract, or within any extension thereof granted by Energy Fiji Limited.
  - b) If the Supplier fails to perform any other obligation(s) under the Contract.
  - c) If the Supplier, in the judgment of Energy Fiji Limited has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.18.2. In the event Energy Fiji Limited terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to Energy Fiji Limited for any excess costs for such Goods

### **3.19 Liquidated Damages**

- 3.19.1. If the Supplier fails to deliver the Goods within the period(s) specified in the Contract, Energy Fiji Limited shall, without prejudice to its other remedies under the Contract,

### **3.20 Resolution of Disputes**

- 3.20.1. Energy Fiji Limited and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 3.20.2. 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.

### **3.21 Language and Law**

- 3.21.1. The language of the Contract and the law governing the Contract shall be English language and the Laws of Fiji respectively unless otherwise stated.

### **3.22 Force Majeure**

- 3.22.1. The Supplier shall not be liable for forfeiture of termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## **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 8 weeks 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**

#### **4.5.1 Local Suppliers**

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 through Energy Fiji Limited's cheque or telegraphic transfer for the amount of contract.

#### **4.5.2 Foreign Suppliers**

Payment shall be through an LC under the following conditions: -

- a) Payment shall be effected upon presentation of a complete set of documents to the advising bank as will be stipulated in the Letter of Credit
- b) The Supplier shall be required to meet all LC bank charges incurred country; while Energy Fiji Limited will meet those incurred in Fiji.
- c) Any extension and or amendment charges and other costs that may result in the Supplier's delays, requests, mistakes or occasioned howsoever Supplier shall be to the Supplier's account.
- d) The number of LC extensions shall be limited to a maximum of two (2) only but not exceeding one quarter (3 months) each, at the cost of the Supplier.
- e) Should the Supplier require a confirmed LC, then all confirmation and any related charges levied by both the Supplier's and Energy Fiji Limited's bank shall be to the Supplier's account.
- f) The LC shall be opened only for the specific order within the validity period of the contract.
- g) LCs shall be partial for partial deliveries or full for one delivery as contract.

- h) The Supplier shall be required to submit a Preformat Invoice for each schedule for use in the placement of order and opening of the LC. The Preformat Invoice shall be on total Cost and Freight (CFR) basis showing the charges separately from the Free on Board (FOB) cost. Energy Fiji Limited will meet freight Insurance cost

#### **4.6 Advance Payment**

Any advance payment will require a bank guarantee. And this added cost will be beared by bidder.

#### **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**

A coolant is a substance, typically liquid; that is used to reduce or regulate the temperature of a system via Radiator. An ideal coolant has high thermal capacity, low viscosity, is low-cost, non-toxic, chemically inert and neither causes nor promotes corrosion of the cooling system. Some applications also require the coolant to be an electrical insulator.

Diesel Generator create a great deal of energy by burning diesel. Some of this energy is used to produce electricity (around one third), the other two thirds of the energy produced is converted to heat. Around half of this heat goes out of the exhaust, whilst the remaining heat remains inside the engine block.

Diesel Generator's engine need a way of cooling down else they will continue to increase in temperature until the working metal components inside will begin to literally melt, fuse together and the engine will seize. Engine coolant is a water based liquid that absorbs the heat from the engine. The engine coolant becomes hot itself and so is transferred to a radiator located at the front of the engine. Veins in the radiator contain the hot coolant which is air cools mostly by engine driven fans. Airflow through the veins is maintained by this fan.

#### **5.1.1 EFL's Diesel Generator Fleet**

These are the generator that the coolant must be compactable with;

Cummins

- Cummins KTA50-G3
- Cummins QSK60-G4
- Cummins QSK38-G3
- Cummins QSK23-G3

CAT

- Caterpillar 3516 (DI, EFI & DITA)
- Caterpillar 3412
- Caterpillar C-18

Ruston

- Ruston 16RK270
- Ruston 12RK270

**5.1.2 Station Details & Delivery Location**

Location	Generator Models	Delivery Address
<b>Viti Levu</b>		
Rokobili Power Station	Cummins QSK38	At Location
Deuba Power Station	CAT 3516 Cummins QSK60 Cummins KTA 50	Rokobili Power Station
Korovou Power Station	Cummins KTA50 CAT3412 Caterpillar C-18	
Sigatoka Power Station	Cummins QSK60 CAT 3516 Cummins KTA50	At Location
Nadi Power Station	Cummins QSK60 CAT 3516 Cummins KTA50	FEA Navutu Depot, Lautoka
Qeleloa Power Station	CAT 3516 Cummins KTA50	
Rakiraki Power Station	CAT 3516	
<b>Vanua Levu</b>		
Labasa Power Station	Ruston 12RK270 Ruston 16RK270 CAT 3516 Cummins KTA50 Cummins QSK60	At Location
Savusavu Power Station	CAT 3516 CAT3412 Cummins KTA50	At Location
<b>Ovalau</b>		
Levuka Power Station	CAT3412 Cummins QSK23	At Location
<b>Taveuni</b>		
Waiyevo Power Station	Cummins KTA50	At Location

**5.1.3 Energy Fiji Limited**

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

**5.1.4 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.

**5.1.5 Duration of Supply**

The expected duration for supply per request shall be within **5-10 working days**

**5.1.6 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.

## 5.2 Product Specification

These are some of the attribute require for suppling Coolant, the preference is premix 50/50;

Specification	
Specific Gravity	Approx. 1
Density	Equal water density
pH	~ 10 (Mild alkaline)
Boiling Point	More than 105°C
Ratio	Prefer 50/50
Corrosion	Tested OK
Cavitation	Test OK

## 5.3 Scope of Supply

1. Bidders are encouraged to price the Coolant according to generator models specified.
2. The price stated should be delivery price at VIP [FJD] (inclusive of freight and other handling costs).
3. Delivery times to be stated as well. Norm is 5-10 working days on individual request.
4. OEM recommended Coolant will only be accepted.
5. **Coolant specification sheets should be included together with product guarantee. This is a mandatory as part of the bid submission.**
6. Supply of Coolant will be done on a continual “as per need basis” – basically during maintenance periods on specific engines. Hence delivery times play an important role in ensuring that the generators are operational in the shortest time available – bidders hence should have adequate stock present to meet demands.
7. Delivery to site will FOC for any site or included in the bid.

## 6.0 Price Schedule

### Preferred Supplier of Coolant for Diesel Generator

Item	Coolant for Generator;	Product Detail	Volume of Product (208L) [drum]	Unit Price Currency: (FJD)
1	Cummins Generator			
2	Caterpillar Generator			
3	Ruston Generator			
<b>TOTAL (VEP)</b>				
<b>VAT 9%</b>				
<b>TOTAL (VIP)</b>				

#### **Notes:**

1. The currency used in the tender bid prices must be indicated in the tender bid
2. Delivery to site will FOC
3. In case of discrepancy between unit and total cost, the unit cost shall prevail
4. EFL financial terms are applicable for these works.
5. Any advance payment will require a bank guarantee. And this addition cost will be beared by the contractor.
6. EFL uses FIDIC Contract documents for its contracts.
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. Documentary evidence to prove that the items offered comply with the Technical Specification must be provided.
9. The bids must as per the Technical Specifications in the Tender Documents. Bids that do not conform to the technical Specification will be disqualified
10. Contractor shall provide all materials, tools equipment and labour necessary to perform works.
11. All Sub-contractors to be used for any part of the works are to be declared.

## 6.1 Compliance Checklist Declaration

I \_\_\_\_\_ of \_\_\_\_\_ located at \_\_\_\_\_ confirm that the bid submitted for the following tender MR 339/2018 : Preferred Supplier of Coolant for Diesel Generator bid complies to the mandatory bidder submission as stated in Sub Clause 2.6;

	Yes	No	Comments
Price Schedule			
Company Profile			
Detailed Scope of Work/Supply			
Statement of Exclusion or Amendment for Tender Specification (if Any)			
Program [preferred Gantt Chart]			
Shipping Term (if Applicable)			
Payment Term			
Price Validity [preferred 60 days]			
Product Specification			
Product MSDS			

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 Check List

### TENDER SUBMISSION CHECK LIST

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

Tender Number \_\_\_\_\_

Tender Name \_\_\_\_\_

1. Full Company / Business Name: \_\_\_\_\_

**(Attach copy of Registration Certificate)**

2. Director/Owner(s): \_\_\_\_\_

3. Postal Address: \_\_\_\_\_

4. Phone Contact: \_\_\_\_\_

5. Fax Number: \_\_\_\_\_

6. Email address: \_\_\_\_\_

7. Office Location: \_\_\_\_\_

8. TIN Number: \_\_\_\_\_

**(Attach copy of the VAT/TIN Registration Certificate - Local Bidders Only (Mandatory))**

9. FNPF Employer Registration Number: \_\_\_\_\_ **(For Local Bidders only) (Mandatory)**

10. **Provide a copy of Valid FNPF Compliance Certificate (Mandatory- Local Bidders only)**

11. **Provide a copy of Valid FRCS (Tax) Compliance Certificate (Mandatory Local Bidders only)**

12. Contact Person: \_\_\_\_\_

I declare that all the above information is correct.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

## 7.0 Tender Form

To: Tuvitu Delairewa  
General Manager Commercial  
Energy Fiji Limited  
2 Marlow Street,  
Suva,  
Fiji Islands  
Phone: +679 3224 185  
Email: [TDelairewa@efl.com.fj](mailto:TDelairewa@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 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.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

[Signature] [In the capacity of]

Duly authorized to sign Tender for and on behalf of

## 8.0 **Submission to Tender**

It is mandatory for Bidders to upload a copy of their bid in the TENDER LINK Electronic Tender Box no later than **1600hrs, Wednesday, 26<sup>th</sup> September, 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](mailto: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 new time and date to be inserted - Addressed as

**Tender – MR 339/2018 – Preferred Supplier of Coolant for Diesel Generator**

**The Secretary Tender Committee  
Energy Fiji Limited  
Head Office  
Suva  
Fiji**

**Hard copies of the Tender bid will 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 **closing time 1600hrs, Wednesday 26<sup>th</sup> September, 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.**