

# ENERGY FIJI LIMITED



## **TENDER NO: MR 41/2021      SUPPLY AND DELIVERY OF OPTIC FIBRE DISTRIBUTION FRAME (RACK SYSTEM)**

**ENERGY FIJI LIMITED**

**TENDER FOR SUPPLY AND DELIVERY OF OPTICAL  
FIBRE DISTRIBUTION FRAME (RACK SYSTEM)**

**TENDER NO: MR 41/2021**

**Tender Advertising Date: 27/02/2021**

**Tender Closing Date: 17/03/2021**

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**SECTION- I**

**ENERGY FIJI LIMITED.  
2 MARLOW STREET  
SUVA  
FIJI**

**NOTICE INVITING TENDER**

Sealed Tenders are invited by EFL from reputable firms/individual Local and/or Overseas, for the **"TENDER FOR SUPPLY AND DELIVERY OF OPTICAL FIBRE DISTRIBUTION FRAME (RACK SYSTEM)"**.

**Schedule to the invitation of tender:**

<b>No.</b>	<b>Item</b>	<b>Details</b>
1	Tender No.	MR 41/2021
2	Time and last date of depositing Tender/Bid	4pm on Wednesday - 17/03/2021
3	Minimum Price Validity of Bid Offer	180 days
4	Details of Goods/Service to be supplied	Refer to Tender Scope
5	Web site address	<a href="http://www.tenderlink.com/efl">www.tenderlink.com/efl</a>
6	Email Address	<a href="mailto:JReddy@efl.com.fj">JReddy@efl.com.fj</a>

Intending eligible Bidder/s may obtain Tender Document from Supply Chain Department or request it through email to [JReddy@efl.com.fj](mailto:JReddy@efl.com.fj)

**SECTION II**  
**INSTRUCTIONS TO BIDDERS**

**1. ELIGIBLE BIDDERS:**

- 1.1. This invitation to Tender is open to all bidders eligible as described in the tender documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents
- 1.2. Tenderers shall not be under a declaration of eligibility for corrupt and fraudulent practices
- 1.3. Tenderers shall bid for the supply of items as per specifications (as outlined in the schedule of requirements) and the fabrication of the items as specified in the technical specifications
- 1.4. The Bidder must have extensive experience and excellent background record in offering similar work.

**2. ELIGIBLE GOODS**

- 2.1. All goods to be provided under this contract shall have their origin in eligible source countries

**3. BID DOCUMENT:**

- 3.1. Tender Documents should be submitted in the enclosed form. All the pages of Tender Document should be signed by the Tenderer.
- 3.2. Sealed original Tender Document may be deposited in the Tender Box provided for the purpose in the office up to anytime from 8am to 4:30pm Monday to Thursday and 8am to 4:30pm Friday Fiji time.

**4. CLARIFICATION OF BID DOCUMENTS**

- 4.1. A prospective Bidder, requiring any clarification of the tender documents shall notify EFL in writing via email at the address indicated in the invitation for Bids. EFL shall respond via email to any request for clarification of the Bid Documents, which it receives not later than **7 days prior to the deadline for the submission of Bid, prescribed by EFL**. Written copies of EFL response (including an explanation of the query without identifying the source of inquiry) will be sent to all prospective bidders that have received the tender documents.

4.2. Any clarification issued by the EFL in response to query raised by the prospective Bidder shall form an integral part of the Tender Document and it would amount to an amendment of relevant clauses of the Tender Document.

## **5. AMENDMENT OF BID DOCUMENTS:**

5.1. At any time, prior to the date for submission of Bid, EFL may, for any reasons, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

5.2. All prospective candidates who have received the tender documents will be notified of the amendment and will be binding on them.

5.3. In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bid, EFL may, at its discretion, may extend the deadline for the submission of tenders.

5.4. The Bidder will be notified via email with reference to any amendment to the tender document or to clarification to the queries raised by the Bidders till a day prior to the opening of the Tender. The Purchaser reserves the right to reject the Bid if the Bid are submitted without taking into account these amendments/clarifications. Further, the Bidder will be fully responsible for downloading of the tender document and amendments for their completeness.

## **6. PREPARATION OF BID:**

6.1. Language of Tender

a) The tenderer prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and EFL, shall be written in the English language

## **7. DOCUMENTS COMPRISING OF THE BID**

7.1. The bid prepared by the bidder shall comprise of the following components

a) A Tender form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below including

b) Documentary evidence established in accordance with paragraph 11 that the bidder is eligible to bid and is qualified to perform the contract if its tender is accepted.

- c) Documentary evidence established in accordance with paragraph 11 that the goods and ancillary service (if any) to be supplied by the bidder are eligible goods and services and conform to the tender documents

7.2. Documentary Evidence Proving Sales

- a) Tenderers shall submit documentary evidence proving sales of Optical Distribution Frame (ODF) of the same type and specifications of as those included in this Tender, within the last ten (10) years, in at least two (2) years Telecom Organisations/Service Providers.
- b) Tenderers shall provide the following information by completing the Table below:
- Telecom Organisation/Service Provider name
  - Contact Details
  - Quantities Supplied
  - Year of Supply
  - Evidence of Sales, e.g., letters of customer satisfaction, Copies of the Contracts, Purchase Orders, Tender Award Letters

SI	ODF Description	Supplied to (Telecom Organisation/ Service Provider)	Contact Details (Name, Email, Phone)	Quantities Supplied	Year of Supply	Kind of evidence
1						
2						
3						

The above information shall concern the manufacturer, in case the Tenderer is other than the manufacturer.

7.3. Test

Tenderers shall submit with their Tender test reports and/or supporting data (data sheets, technical specifications, etc) as evidence that the tests describe in the specification have been carried out in accordance with this specification. Tenderers shall

include in the test reports and/or supporting data the international standards used, detail conditions and procedures followed for undertaking the test.

## **8. TENDER FORM**

8.1. The bidder shall complete the Tender form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, documentation certifying their country of origin, quantity, and prices.

## **9. TENDER PRICES**

9.1. The bidder shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods, documentation certifying their country of origin, quantity, and prices

9.2. Freight or delivery cost of the goods to its final destination shall be the responsibility of the bidder. All overseas bidders shall quote their price in CIF and delivery address is:

**The Secretary Tender Committee**

**Energy Fiji Limited**

**2 Marlow Street**

**Suva**

**Fiji**

9.3. For local bidders, bid price shall be quoted in VIP (FJD currency)

9.4. Prices quoted by the bidder shall be fixed during the Tenders performance of the contract and not subject to any variation on any account. A tender submitted with adjustable price quotation will be treated as non-responsive and will be rejected pursuant to paragraph 22.

## **10. TENDER CURRENCIES**

10.1. Prices shall be quoted in the following currencies:

- a) For goods that the tenderer will supply from within Fiji, the prices shall be VIP and quoted in Fijian dollars; and
- b) For goods that the bidder will supply from outside Fiji, the prices shall be inclusive of freight (CIF, SUVA) and quoted in either US dollars, AUD dollars, NZ Dollars or Euros.



## **11. BIDDERS ELIGIBILITY AND QUALIFICATIONS**

- 11.1. Pursuant to paragraph 1 (1.1 – 1.4) of Section II, the bidder shall furnish, as part of its tender documents establishing the bidder's eligibility to tender and its qualification to perform the contract if its tender is accepted.
- 11.2. The documentary evidence of the tenderers eligibility to tender shall establish to EFL's satisfaction that the bidder, at the time of submission of its tender is from an eligible source country as defined under paragraph (1.1 to 1.4) of section II documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to EFL's satisfaction
- a) That, the case of the bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorise by the good's manufacturer or producer to supply the goods
  - b) That the tenderer has the financial, technical and production capacity necessary to perform the contract.

## **12. GOOD'S ELIGIBILITY AND CONFIRMITY OF TENDER DOCUMENTS**

- 12.1. Pursuant paragraph 2 of this Section, the tenderer shall furnish, as part of its tender, document establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract.
- 12.2. The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a Certificate of Origin issued at a time of shipment as stated above in paragraph 2.
- 12.3. 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 the goods;
  - (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc. (if any), necessary for the proper and continuing functioning of the goods for a period of ten (10) years,

following commencement of the use of the goods by EFL; and

- (c) A clause-by-clause commentary on EFL's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.4. For purposes of the commentary to be furnished pursuant to paragraph 12.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designed by EFL in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to EFL's satisfaction that the substitutions ensure substantial equivalent to those designated in the Technical Specifications.

### **13. BID SECURITY/BID BOND**

NIL

### **14. VALIDITY OF BIDS**

14.1. Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by EFL, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by EFL as non-responsive.

14.2. In exceptional circumstances, EFL may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

### **15. FORMAT AND SIGNING OF TENDER**

15.1. The tenderer shall prepare one original and one copy 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.

15.2. 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialled by the person or persons signing the tender.

15.3. 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 initialled by the person or persons signing the tender.

## **SUBMISSION OF BIDS.**

### **16. SEALING AND MARKING OF TENDERS**

16.1. 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.

16.2. Each Tender shall be sealed in an envelope with:

a) The envelop bearing only the following marking:

**TEMDER – MR 41/2021 – “Supply and Delivery of OPTICAL  
FIBRE DISTRIBUTION FRAME (RACK SYSTEM)”  
The Secretary, Tender Committee  
Energy Fiji Limited  
Supply Chain Office  
Private Mail Bag  
Suva**

b) It must also indicate the name and address of the Tenderer on the reverse of the envelop

16.3. Tenders received after **4:00pm** on the closing date of **Wednesday the 17<sup>th</sup> of March, 2021** will not be considered.

16.4. Electronic copies of the bid document shall be uploaded in the Electronic Tender Box no later than **4:00pm, on Wednesday the 17<sup>th</sup> of March, 2021.**

16.5. To register your interest and tender a response, view 'Current Tenders' at: [www.tenderlink.com/efl](http://www.tenderlink.com/efl).

16.6. For further information contact The Secretary, FEA Tender Committee, by e-mail [JReddy@efl.com.fj](mailto:JReddy@efl.com.fj)

16.7. **All late Tenders, Unmarked Envelopes, and Envelopes without Bidder's Name and Address on the reverse of the envelope will be returned to the Tenderers.**

- 16.8. Tender submitted in person must deposit their Bid in the 'Tender Box' placed at the abovementioned address during working hours between 8am to 4:30pm from Monday to Thursday and from 8am to 4pm Friday.
- 16.9. It is the Bidders' responsibility to ensure that the Tender are delivered in time at the above address.
- 16.10. EFL may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents in accordance with Clause 5 of Section-II in which case all rights and obligations of EFL and Bidders subject to the previous deadline will thereafter be subjected to the deadline as extended.
- 16.11. Any bidder can submit only one bid. If more than one bid are submitted by a Bidder, all the Bids of the said bidder shall be disqualified.
- 16.12. Bidder has to sign all the pages of the Tender Document which implies that he has understood and accepted the terms and conditions of the Tender,

## **17. LATE BIDS**

Any bids received by EFL after the deadline of submission of bids shall be rejected.

## **18. MODIFICATION AND WITHDRAWAL OF BIDS**

- 18.1. The Bidder may modify or withdraw his/her bid after submission provided that the written notice of the modification or withdrawal is received by the EFL prior to the deadline prescribed for the submission of bid.
- 18.2. The Bidder's modification or withdrawal notice shall be communicated via email to the email address provided, i.e. [JReddy@efl.com.fj](mailto:JReddy@efl.com.fj)
- 18.3. **As per Tender Document, no bid shall be modified subsequent to the deadline for submission of Bids.**

## **OPENING AND EVALUATION OF TENDERS**

### **19. OPENING OF TENDERS**

- 19.1. Tender will be opened at the EFL Head Office located at 2 Marlow Street, Suva, FIJI

### **20. CLARIFICATION OF BIDS**

- 20.1. To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the Bidder for the clarification of its bid.

- The request for clarification and the response shall be via email. However, no post Bid clarification at the initiative of the Bidder; shall be entertained.
- 20.2. Any effort by the bidder to influence EFL in its tender evaluation, tender comparison or contract award decision may result in the rejection of the tenderer's bid.

## **21. PRELIMINARY EXAMINATION**

- 21.1. EFL will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- 21.2. EFL 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.
- 21.3. Prior to the detailed evaluation, pursuant to paragraph 23, EFL will determine the substantial responsiveness of tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which confirms to all the terms and conditions of the tender documents without material deviation, EFL determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 21.4. If a tender is not substantially responsive, it will be rejected by EFL and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **22. Evaluation and Comparison of Tenders**

- 22.1. EFL will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 21.
- 22.2. The evaluation of a tender will include and will take into account: -
- In the case of goods manufactured in Fiji or goods of foreign origin already located in Fiji, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer, and

22.3. The comparison shall be based on the prices quoted for the goods to be supplied and delivered to EFL including duties (for imported goods), VAT, handling and transportation cost.

22.4. The evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 22.5 and in the technical specifications:

- a. Delivery schedule offered in the tender;
- b. List of clients where the bidder has supplied similar equipment

22.5. Pursuant to paragraph 22.4 the following evaluation methods will apply:

**STAGE 1: GENERAL PRE-QUALIFICATION**

	<b>REQUIREMENTS</b>	<b>PASS</b>	<b>FAIL</b>
1	Copy of the Certificate of Registration/Incorporation		
2	Copy of a valid FNU, FNPF & FIRCA Compliance letter (local bidders only)		
3	Manufacturer's Authorisation Letter – stating that the bidder is an agent of a manufacturer of the product to be supplied then, the manufacturer must fill in and sign the manufacturers Authorisation form.		
4	If the bidder is not the manufacturer of the product being supplied, the bidder must provide a letter from the manufacturer stating that the bidder is authorised to sell their product.		
5	Provision of all technical manuals		

Failure to provide any of the above-mentioned documents will lead to automatic disqualification of the firm at the mandatory evaluation stage. The bidders that will meet the mandatory requirements above will qualify to proceed to the Technical Evaluation stage.

All the bids admitted at the general pre-qualification stage shall be subjected to a technical evaluation based on the technical specifications.

## STAGE 2: TECHNICAL REQUIREMENTS

	Description	Requirements
1	High Density Optical Distribution Frame	<ul style="list-style-type: none"> <li>• ODF shall be capable of having fibre capacity of 720 fibres Single Mode Fibers.</li> <li>• ODF Shall be fully loaded with Cabinet, rack, management system and all necessary accessories for full capacity of the ODF</li> <li>• Is easily added to existing HDODF and ODF Installations</li> <li>• Frame can support standalone, back-to-back or side by side at a MOF installation</li> <li>• Allows for storing excess patchcord length (of 2500mm) in a neat and organized manner in LHS cord running unit</li> <li>• Fitted with CEMT (Cable Element Management Tray) to fasten cables CSM and run cable elements in flexible transport tubes to each subrack position</li> <li>• Can be fitted on a raised floor or under overhead superstructure, for bottom and top cable entry respectively</li> <li>• Organised patch cords travel in an organized, protected manner, along a designated route, from each subrack, until they leave the HDODF at the top LHS, through a convoluted tube/s to the overhead ducting system</li> <li>• Top and bottom high-capacity ducting (raceway) allow side to side and back-to-back cross patching</li> <li>• Accepts a variety of LH pivot, 19" rear mount subracks e.g., 1RU, 2RU splice/patch (72f), or 3RU or 2RU patch/patch subracks, etc</li> <li>• Has insulated, adjustable feet, and anchoring brackets, supplied with floor securing fasteners</li> <li>• Fitted with ESD earthing point and cable connection to building system</li> <li>• Must have 2-point locking doors</li> </ul>



		Side panels slide forward for installation and removal, when installed next to adjacent obstructions
2	Splice and patch swing out patch panel	<ul style="list-style-type: none"> <li>• Maintains fibre bending radii throughout, for terminated optical fibres at 30mm</li> <li>• Supplied with 1 set of 2 high, splice tray assemblies</li> <li>• Entry and exit fibre cords are guided by 30mm radius removable guides</li> <li>• An easily accessible, hinged cover, with a patch panel label is provided in front of the patch panel</li> <li>• Loose tube, tight buffer or ribbon cable options available</li> <li>• Supplied with mounting brackets and mounting hardware</li> <li>• Hook and loop style fasteners supplied</li> <li>• Can be specified for singlemode or multimode fibre applications</li> <li>• Design ensures minimal fibre movement when tray is opened and closed</li> <li>• Maintain Fibre MBR (Minimum Bend Radius)</li> <li>• Customisable options</li> <li>• Supports Fibre Options: <ul style="list-style-type: none"> <li>○ Single Mode – OS1 / OS2</li> <li>○ Multimode – OM1, OM2, OM3, OM4</li> </ul> </li> <li>• Connector Type: SC</li> </ul>

***Note: The equipment brochures and technical datasheets should be provided for verification of compliance with these specifications***

Any non-compliance to the specifications will lead to disqualification from proceeding to the financial evaluation stage.

### **Stage 3: FINACIAL EVALUATION.**

The financial proposal should be detailed, **comprising of the unit and the total cost of all items. For tenderers who are locally based in Fiji, your bid price should be VIP while overseas bidders shall quote their price in CIF, Suva.** Use the format below while submitting your tender.

<b>No</b>	<b>Item description</b>	<b>Qty</b>	<b>Unit cost</b>	<b>Total cost</b>
1				
2				
3				
	Total			

The bids that qualify at the technical evaluation stage will be subjected to financial evaluation to determine the winner. The lowest cost bidder will be considered for award of tender.

### **23. CONTACTING ENERGY FIJI LIMITED**

23.1. Any communication to EFL by a bidder in regard to this tender shall be in writing/email and any response by the latter regarding the same shall also be in writing/email

### **24. POST-QUALIFICATION**

24.1. EFL will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

24.2. The determination will take into account the Tenderer's production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted, as EFL deems necessary and appropriate.

24.3. An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event EFL will proceed to the next lowest evaluated tender to make a similar determination of the Tenderer's capabilities to perform satisfactorily

## **25. AWARD CRITERIA**

25.1. Subject to paragraph 9, 22 and 27 EFL will award the contract to the successful bidder(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract successfully.

## **26. ENERGY FIJI LIMITED's RIGHT to VARY QUANTITIES**

26.1. EFL reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

## **27. EFL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS**

27.1. EFL 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 EFL's action.

## **28. NOTIFICATION OF AWARD**

28.1. Prior to the expiration of the period of tender validity, EFL will notify the successful tenderer in writing that its tender has been accepted.

28.2. The notification of award will constitute the formation of the Contract

## **29. SIGNING OF CONTRACT**

29.1. At the same time as EFL notifies the successful tenderer that its tender has been accepted, it will send the tenderer the Contract Form provided in the tender document, incorporating all agreements between the parties.

29.2. Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to EFL.

### **30. PERFORMANCE SECURITY**

NIL

### **31. CORRUPT FRAUDULENT PRACTICES AND EXTRA-ORDINARY COMMERCIAL COSTS**

31.1. EFL requires that tenderers observe the highest standard of ethics during the procurements process and execution of contracts. In pursuance of this policy, EFL: -

31.2. 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 EFL, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive EFL of the benefits of free and open competition;
- (iii) “Extra-ordinary commercial costs” mean any Authority not mentioned in the main contract or which does not result from at least an independent and valid agreement referring to such contract, any Authority to be paid in a tax haven, any Authority paid to a beneficiary which is ambiguously identified or to a company that could be considered as a sham company.iv) Any effort by a bidder to influence EFL in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer’s bid proposal.

31.3. Demands that the bidding firm declares that,

- (i) the negotiations, the making and the performance of the contract has not or will not give rise to the collection of Extra-ordinary commercial costs, and

31.4. Will proceed as follows in case of any detected corrupt or fraudulent practice;

- (i) The proposals will be rejected if it is determined that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## **32. POWER OF ATTORNEY:**

32.1. The Power of Attorney for signing the Tender Document in case the authority signing the document is not the owner of the Company/Firm should be submitted.

32.2. The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the Bidder in this regard, on behalf of the Company/Institution/ Corporate Body.

## **SECTION III**

### **GENERAL (COMMERCIAL) CONDITION OF CONTRACT**

#### **1. DEFINITIONS**

- 1.1. In the contract, the following terms shall be interpreted as indicated:
- a) "The Contract" means the agreement entered into between EFL and the tenderer, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - b) "The delivery site" means the place where the buyer will receive the goods or where the bidder is expected to deliver the goods to the Buyer
  - c) "The Purchaser" or "Buyer" means the Energy Fiji Limited, herein referred to as EFL, the organisation purchasing the goods.
  - d) "The Bidder or Tenderer" means the Individual or Firm who participates in this Tender and submits its Bid.
  - e) "The Contractor/Supplier" means the Individual or Firm supplying the Goods/Services under the Contract.
  - f) "The Goods/Services" means all the goods and/or services which the Bidder is required to offer to the Purchaser.
  - g) "The Purchase Order" /"Work Order" means the Order placed by the Purchaser on the Supplier/Contractor signed and approved by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Purchase Order shall be deemed as "Contract" appearing in the document.
  - h) "The Contract Price" means the price payable to the Supplier/Contractor under the Purchase Order for the full and proper performance of its contractual obligations.

#### **2. APPLICATION:**

- 2.1. The General Conditions shall apply in contracts made by EFL for the procurement of goods/services

### **3. COUNTRY OF ORIGIN**

- 3.1. For the purpose of this clause, “origin” means the place where the goods were mined, grown, produced or manufactured
- 3.2. The origin of Goods and Services is distinct from the nationality of the bidder.

### **4. STANDARDS:**

- 4.1. The goods/services offered under this contract shall conform to the standard mentioned in the Technical Specifications.

### **5. USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 5.1. The Candidate shall not, without EFL’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 EFL in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 5.2. The tenderer shall not, without EFL’s prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3. Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of EFL and shall be returned (all copies) to EFL on completion of the Tenderer’s performance under the Contract if so required by EFL.

### **6. PATENT RIGHTS**

- 6.1. The tenderer shall indemnify EFL 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.

### **7. PERFORMANCE SECURITY (*letter of credit for international firms*)**

NIL

### **8. INSPECTION AND TESTS**

- 8.1. EFL or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications. EFL shall

notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 8.2. The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at a point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to EFL.
- 8.3. Should any inspected or tested Goods fail to conform to the Specifications, EFL may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to EFL.
- 8.4. EFL's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by EFL or its representative prior to the Goods' delivery.
- 8.5. Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **9. PACKING**

- 9.1. The tenderer 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.
- 9.2. 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.

## **10. DELIVERY AND DOCUMENTS**

- 10.1. Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by EFL in its schedule of Requirements and the Special Conditions of Contract.



## **11. INSURANCE**

11.1. 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.

## **12. PAYMENT**

12.1. The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract (SCC).

12.2. Payments shall be made promptly by EFL as specified in the Contract.

12.3. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.

12.4. The Supplier shall make payments promptly to the Purchaser, but in no case payments later than thirty- (30) days after submission of an invoice or claim.

12.5. The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC.

## **13. PRICES**

13.1. Prices charged by the tenderer for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

## **14. ASSIGNMENT**

14.1. The tenderer shall not assign, in whole or in part, its obligations to perform under this

Contract, except with EFL's prior written consent.

## **15. SUBCONTRACT**

15.1. The tenderer shall notify EFL 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 tenderer from any liability or obligation under the Contract.

## **16. TERMINATION OF DEFAULT**

16.1. EFL may, without prejudice to any other remedy for Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- (a) If the tenderer fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by EFL
- (b) If the tenderer fails to perform any other obligation(s) under the Contract
- (c) If the tenderer, in the judgment of EFL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2. In the event EFL 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 tenderer shall be liable to EFL for any excess costs for such similar Goods.

## **17. LIQUIDATED DAMAGES**

17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, EFL shall, without prejudice to its other remedies under the Contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% per month of the price of the delayed goods up to a maximum deduction of 10%. After this the tenderer may consider termination of the contract.

## **18. RESOLUTION DISPUTES**

18.1. EFL and the tenderer 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.

18.2. 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 adjudication in an agreed national or international forum, and/or international arbitration.

## **19. LANGUAGE AND LAW**

19.1. The language of the contract and the law governing the contract shall be English language and the Laws of Fiji respectively unless otherwise stated.

## **20. INCIDENTAL SERVICES**

20.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods
  - (c) Furnishing of a detailed operations and maintenance manual for the Authority appropriate unit of the supplied Goods;
  - (d) Performance maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) Training of the EFL personnel, at the Supplier's plant and/or on site, in start-up, operation, maintenance, and/or repair of the supplied Goods. The supplier shall offer training for additional modules.
- 20.2. Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

## **21. SPARE PARTS**

- 21.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) Such spare parts as the EFL may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the EFL of the pending termination, in sufficient time to permit the EFL to procure needed requirements; and
    - (ii) Following such termination, furnishings at no cost to the EFL, the specifications of the spare parts, if requested.
- 21.2. The Contractor agrees that the spare parts recommended by him for operation and quoted in Section E shall be in supply for the operation and maintenance of the Goods as per provision of subsequent paragraphs of this Clause.
- 21.3. All the spares for the equipment under the Contract will strictly conform to the Specification given herein and other relevant documents and will be identical to the corresponding main equipment/components supplied under the Contract and shall be fully interchangeable.

## **22. WARRANTY**

- 22.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that 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, or workmanship (except the design and/or material is required by EFL specifications) 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 of final destination.

- 22.2. This warranty shall remain valid for three years (36) 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, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 22.3. EFL shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 22.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to EFL other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 22.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, EFL 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 EFL may have against the Supplier under the Contract.

### **23. FORCE MAJEURE**

- 23.1. The tenderer shall not be liable for forfeiture of its performance, security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 23.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the EFL in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 23.3. If a Force Majeure situation arises, the Supplier shall promptly notify EFL in writing of such condition and the cause thereof. Unless otherwise directed

by the EFL in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **24. DELAYS IN SUPPLIERS PERFORMANCE**

- 24.1. Delivery of the Goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser.
- 24.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify EFL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, EFL shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 24.3. Except as provided under the General conditions of contract (GCC) Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 17, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without application of liquidated damages.

## **SECTION-IV SPECIAL CONDITIONS OF CONTRACT:**

Special Conditions of Contract supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

### **1. Definitions (GCC Clause 1)**

GCC 1.1 (a) The Purchaser is **“EFL” Energy Fiji Limited**

GCC 1.1 (b) The delivery site is **Energy Fiji Limited, 2 Marlow Street, Suva, Fiji**

### **2. Country of Origin (GCC Clause 3)**

### **3. Inspection and Tests (GCC Clause 8)**

The following inspection procedures and tests are required by EFL;

The Supplier shall get goods inspected and submit a test certificate and also suppliers guarantee / warranty certificate that the goods conforms to laid down specifications.

EFL may inspect and/or test any or all the goods to confirm their conformity to the contract, prior to dispatch from the Supplier’s premises.

If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the EFL.

### **4. Payments (GCC Clause 12)**

GCC 12.1 Payment shall be made in the currency specified in the contract. Payments shall be made within thirty (30) days of presentation of Invoice supported by a certificate from the tenderer and EFL declaring that the goods have been received and that all other contracted services have been performed.

### **5. Prices (Clause 13)**

GCC 13.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of contract.

**6. Incidental Services (GCC Clause 20)**

GCC 13.2 The incidental services to be provided are as under. The costs shall be included in the contract price:

- (a) Furnishing of the tools required for maintenance of the supplied goods
- (b) Furnishing of detailed operation and maintenance manuals for goods.

**7. Spare Parts (GCC Clause 21)**

GCC 21.1 All services mentioned therein are required: GCC 21.3 Add as Clause 21.3 to the GCC the following:

“Suppliers shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order and issuing of Local Purchase Order.”

**8. Warranty (Clause 22)**

(a) GCC 22.2 In partial modification of the provision, the warranty period shall be for three year (3 years) from date of acceptance of the goods, whichever occurs earlier.

(b) Add as Clause 22.3 to the GCC for following:

“Upon receipt of such notice, the supplier shall within the period specified in SCC, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the EFL for the replaced parts/goods thereafter.

In the event of any correction of defects or replacements of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months.

(c) GCC 22.4 & 22.5 the Period for correction of defects in the warranty period is 30 days.

(d) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 4.

(e) The supplier should quote separately for post warranty maintenance contract.

(f) Bidders are required to attach brochures for the items quoted.

(g) Your quotation must have a validity period of at least **120 days** from the closing date.



## **SECTION V**

### **GENERAL AND SCOPE OF WORK**

#### **1. BACKGROUND INFORMATION:**

##### **1.1 ENERGY FIJI LIMITED:**

Energy Fiji Limited, previously the Fiji Electricity Authority, was established, incorporated and constituted under the provisions of the Electricity Act of 1966 and began operating from 1 August of that year. The powers, functions and duties of EFL under the Electricity Act are for the basic purpose of providing and maintaining an efficient and cost-effective power supply to the Fijian people in a safe and secure manner that meets high benchmarks in quality. EFL is entrusted with enforcing the Electricity Act and regulations, setting standards, examining and registering electricians, and is empowered to approve and license suppliers to serve certain areas. EFL is also governed by the requirements under the Public Enterprise Act. Fiji Electricity Authority (FEA) was corporatized into Energy Fiji Limited (EFL) on 16 April 2018, a public company limited by shares, and was registered under the Companies Act pursuant to regulations that were gazetted. In March 2017, a new Electricity Act 2017 was passed by Parliament and will come into effect on a date to be set by the Minister responsible for the Electricity Act 2017. Once the new Electricity Act 2017 comes into effect, the corporatized FEA will cease its regulatory functions, and such functions will be undertaken by the Fijian Competition and Consumer Commission.

The operations of the company are organized into three geographically defined divisions, which correspond to the national administrative divisions. These divisions are:

- Central Eastern Division based in the capital Suva
  - Suva, Lami, Navua, Tailevu, Levuka and part of the Coral Coast
- Western/Northern Division based in Lautoka
  - Lautoka, Tavua, Ba, Sigatoka, Vatukoula,
- Northern Division
  - Labasa, Savusavu, Taveuni

EFL provides electricity services to most parts of the country especially in the Viti Levu, Vanua Levu, Taveuni and Ovalau.

## 1.2 ABOUT THIS REQUEST FOR TENDER (RFT)

EFL wishes to invite interested and eligible firms to quote for the supply and delivery of a **fully loaded Optical Distribution Frame (RACK SYSTEM)** with a rack capacity of **720 SPLICES** to be used at the following locations:

- i. Kinoya Telecom Workshop
- ii. Cunningham Substation
- iii. Hibiscus Park Substation
- iv. Waqadra Substation
- v. NCC

## SECTION VI

### 1. EQUIPMENT & MATERIAL SPECIFICATIONS

#### 1.1 OPTICAL FIBRE DISTRIBUTION FRAME (RACK SYSTEM)

The optical distribution frame shall have the following features:

- Standard 19” installation; fully enclosed structure
- Capacity of 720 splicing (ports)
- Can be installed with value-added modular units, such as fibre splitters, WDM, etc
- Full front operation; can be installed against wall, side-by-side or back-to-back
- Complete cable routing design with fiber bend radius over 40mm
- Modular design and easy installation
- Inlet/outlet cables from top to bottom
- Optimal arrangement for patch cords with fibre storage units
- Reliable holding, protection and grounding for optical cables
- Modular system, allowing growth and expansion by adding additional FOBOT's/subracks as required
- Variety of sizes to suit any Telecom Exchange or Data Centre footprint
- Suits a variety of cable types - loose tube fibre, ribbon fibre, rollable or SWR cable, pre-terminated cables, MTP/MPO fibre assemblies, distribution/riser cables, etc
- Fibre spools for slack storage of excess fibre lengths
- Integrated splicing and patching
- Ability to support high-density MTP®/MPO cabling systems
- Suitable for overhead or underfloor cable pathways
- Compatible with fibre ducting raceways and drop-offs, as well as a provision for optional internal ducting raceway and cable pathways
- Provides physical network security
- Enables easier moves, adds and changes (MAC's)
- Can be provided with side panels and a variety of doors and locking options
- High-density solution, utilising SC/A or LC/UPC connectivity with splice/patch modules
- Accepts loose/tight buffered cable types from 12 fibres upwards. Also accepts ribbon fibre cables with 144 fibre tubes maximum
- Is easily added to existing HDODF and ODF installations.

- The HDODF's can also be installed: stand-alone, back to back or side by side at a MOF installation
- Allows for storing excess patchcord length (of 2500mm) in a neat and organized manner in LHS cord running unit
- Fitted with CEMT (Cable Element Management Tray) to fasten cables CSM and run cable elements in flexible transport tubes to each subrack position
- Can be installed on a raised floor or under overhead superstructure, for bottom and top cable entry respectively
- External cable entry has its own compartment that is separate from outgoing optical fibre cords
- Outgoing patchcords travel in an organised, protected manner, along a designated route, from each subrack, until they leave the HDODF at the top LHS, through a convoluted tube/s to the overhead ducting system
- Top and bottom high capacity ducting (raceway) allow side to side and back to back cross patching
- Accepts a variety of LH pivot, 19" rear mount subracks e.g. 1RU, 2RU splice/patch (72f), or 3RU; or 2RU patch/patch subracks, etc.
- Has insulated, adjustable feet, and anchoring brackets, supplied with floor securing fasteners.
- Fitted with ESD earthing point and cable connection to building earth system
- Security - 2-point locking doors
- Side panels slide forward for installation and removal, when installed next to adjacent obstructions

**SECTION-VI**

**TENDER FORM AND PRICE SCHEDULES (To be completed and sealed together with financial proposal)**

**(i) Form of Tender**

Date: .....Tender No: .....

**To:**

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

1. Having examined the tender documents including addenda  
Nos.: ..... (Insert numbers), the receipt of which is  
hereby acknowledged, we, the undersigned, offer to supply  
and deliver .....

**(Description of goods)**

in conformity with the said tender documents for the sum  
of

.....  
**(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.
3. We agree to abide by this Tender for a period of ..... (number) days from the date fixed for tender opening 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.
4. 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.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... Day of.....2021

.....  
Signature

.....  
(In the capacity of)

Duly authorized to sign tender for and on behalf of

.....  
.....

**(ii) Price Schedule for Goods**

Name of Tenderer..... Tender No: .....  
page..... of .....

1.	2.	3.	4.	5.	6.
Item	Description	County of Origin	Qty	Unit Price	Total Price per item (cols. 4 x 5)

Signature \_\_\_\_\_ of \_\_\_\_\_ tenderer

**Note:** In case of discrepancy between Unit Price and total, the Unit Price shall prevail

(iii) **MANUFACTURER'S AUTHORISATION FORM**

**To: ENERGY FIJI LIMITED**

WHEREAS .....  
(name of Manufacturer) who are established and reputable  
manufacturers of  
..... (name and/or  
description of the goods) having factories at  
.....  
(address of factory) do hereby authorize  
.....  
(name and address of Agent) to submit a tender, and subsequently  
negotiate and sign the Contract with you against tender  
No..... (Reference of the Tender) for the above  
goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General  
Conditions of Contract for and the special conditions of contract goods  
offered for supply by the above firm against this Invitation for Tenders.

.....  
(Signature for and on behalf of Manufacturer)

**Note:** This letter of authority should be on the letterhead of the  
Manufacturer and should be signed by a competent person.

## SECTION-VII

### REQUIRED INFORMATION AND BID FORM

#### 1. INFORMATION REQUIRED FROM BIDDERS FOR PROPER EVALUATION

***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 - 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 (1600hrs Fiji Time) Wednesday 17<sup>th</sup> March, 2021.

To register your interest and tender a response, view 'Current Tenders' at: <https://www.tenderlink.com/efl>

For further information please contact Jitendra Reddy by e-mail [JReddy@efl.com.fj](mailto:JReddy@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 1600hrs Wednesday 17<sup>th</sup> March, 2021 - Addressed as

**Tender - MR 41/021 - Supply & Delivery of Optical Fibre Distribution Frame  
(Rack System)**

**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 4.00pm (1600hrs Fiji Time) Wednesday 17<sup>th</sup> March, 2021.

- Will not be considered.
- Lowest bid will not necessarily be accepted as successful bid.

**It is the responsibility of the bidder to pay courier charges and all other cost associated with the delivery of the hard copy of the Tender submission.**

**The Tender Bids particularly the “Price” must be typed and not hand written.**

**(Tender Submission via email or fax will not be accepted)**