

Energy Fiji Limited



Tender Document

Tender No. : MR 139/2021

Preferred Supplier of Electrical Parts for Cummins
KTA50 G3 Generators

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1.0 INVITATION FOR TENDERS

Due to the present COVID-19 Pandemic, only Soft copies of the Tender Bids to be submitted. These should be uploaded to the EFL Tenderlink Platform and must be received by the EFL and to the address specified address below no later than 1600 hours (Fiji Time) Wednesday 28/07/21.

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

Tender Bids are to be titled and addressed to;

Tender- MR 139/2021 – Preferred Supplier of Electrical Parts for Cummins KTA50 G3 Generators

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

Phone: +679 3224 360 / +679 331 333 Ext 2320 / +679 999 2400

Email: JReddy@efl.com.

Contact Person – Jitendra Reddy

During evaluation of tenders, the Authority will correspond back to the tenderer for necessary clarification before awarding of the contract

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 are registered Suppliers of Genuine Cummins Engine Electrical parts
- 2.1.2. Bidders shall provide such evidence of their continued eligibility satisfactory to EFL as EFL shall reasonably request.
- 2.1.3. Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practice.

2.2 Eligible Materials, Equipment and Services

- 2.2.1. The materials, equipment, and services to be supplied under the Contract shall have their origin from reputable companies as specified by EFL and from various countries and all expenditures made under the Contract will be limited to such materials, equipment, and services. Upon request, bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 2.2.2. For purposes of this Contract, "services" means the works and all project-related services including design services.
- 2.2.3. For purposes of this Contract, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing or substantial or major assembling of components, a commercial recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.4. The materials, equipment and services to be supplied under the Contract shall not infringe or violate any industrial property or intellectual property rights or claim of any third party.

2.3 One bid per Bidder

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

2.4 Cost of Bidding

- 2.4.1. The bidder shall bear all costs associated with the preparation and submission of its bid and EFL will in no case be responsible or liable for those costs.

2.5 Site Visits

- 2.5.1. 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
 - 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:

Jitendra Reddy
Manager Procurement, Inventory & Supply Chain
2 Marlow Street,
Suva, Fiji
Phone: +679 331 3333 Ext 2320 or
Mobile: +679 999 2400
Email: JReddy@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 Overseas Suppliers, bids shall be priced on Intercom Terms, airfreight CIF Nadi Airport.. 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.

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.
- 2.12.2. Payment Schedule shall be 100% upon delivery of the spares as per Intercom Terms CIF Nadi Airport, Fiji Islands.

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. 1 - 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

Bidders are requested to upload electronic copies via Tender Link by registering their interest at: <https://www.tenderlink.com/efl>

This is due to COVID 19 restrictions on movements. Therefore EFL will not accept any hard copy submission to be dropped in the tender box at EFL Head Office in Suva.

This tender closes at 4.00pm (1600hrs) on Wednesday 28th July, 2021.

For further information or clarification please contact our Supply Chain Office on phone **(+679) 3224360 or (+679) 9992400** or email us on tenders@efl.com.fj

The bidders must ensure that their bid is inclusive of all Taxes payable under Fiji Income Tax Act.

The lowest bid will not necessarily be accepted as the successful bid.

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

Tender Submission via email or fax will not be accepted.

- 2.14.1. 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.
- 2.14.2. 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) Wednesday 28/07/21
- 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 that 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 2.21**, Energy Fiji Limited will determine the substantial responsiveness of each tender to the tender document. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender document without material deviation Energy Fiji Limited's

determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.21.5. If a tender is not substantially responsive, it will be rejected by Energy Fiji Limited and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

3.0 TECHNICAL SPECIFICATION

3.1 General Information

3.1.1 General Conditions

The recommended Supplier or Bidder for this Tender will be responsible for supply of the listed Cummins Generator Electrical parts as and when requested ensuring the amount requested is supplied in due time before the EFL generators operation are affected. The pricing for the supply of these required items should be locked for a period of two years and will part of this Tender Agreement.

PART NO.	CUMMINS KTA50 G3 GENERATOR - ELECTRICAL PARTS DESCRIPTION	QTY
AO28T766	HMECMAVR POWER STAGEAUX 105-AO 2T7966	3
300-6315-02	DISPLAY CONTROL PANEL W/CB	4
327-1507	GOV.POWER STAGE AUX104-0327-1507	3
327-1536	PCB ASSY (SYSTEM I/O DEVICE)	3
A035K442	LOW COOLANT SWITCH	5
A035P235	FUEL TANK SWITCH	5
327-1601	PCC3300 BASEBOARD – 0327-1601	3

3.1.2 Energy Fiji Limited

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

3.1.3 Service Life

Bidders are required to comment on the reliability and performance of the each Unit offered for a service life of more than 10 years under the specified environmental conditions.

Height above sea level	:	not exceeding 1000m
Atmosphere	:	Saliferrous, Corrosive and dusty
Ambient temperature	:	Peak 40°C / 24-Hour Average 30°C
Relative Humidity (Average)	:	90%
Annual Average Rainfall	:	1900 mm

Note: Fiji is situated in a region where cyclones are experience frequently.

3.1.4 System Condition

Each Unit shall be suitable for use on its respective system position.

Three Phase Rated voltage (rms)	:	415V
Single Phase Rated voltage (rms)	:	240V
System Frequency	:	50Hz

3.1.5 Packing and Marking

The packing of the items by the Bidders must ensure that they are capable of being delivered undamaged giving due consideration to the quantity, distance of transporting and the preferred method of handling at each location.

3.1.6 Environmental Control

Comply with all environmental protection provisions in the contract and the requirements of any statute, by law, standard and the like related to environmental protection.

3.1.7 Quality Requirements

Bidders are required to submit evidence of a Quality Management System that complies with AS/NZS 9001

All documentary evidence shall be provided concerning the level of Quality System Certification associated with the supplier and or manufacturer.

3.1.8 Product Warranty Period

The Bidder is required to provide the warranty period as part of the proposal. For all Unit supplied by third-parties, the contractor is to ensure that the warranties of these unit are transferred to EFL as beneficiary.

A minimum warranty of twelve (12) months from time of dispatch from factory shall be provided.

3.1.9 Applicable Laws

The Bidders warrants (without limiting any other warranties or conditions implied by law) that all unit have been produced, sold and delivered to EFL in compliance with all applicable laws. (Including all workplace health, safety and electrical safety legislation and codes of conduct).

3.1.10 Applicable Standard

All unit specification shall covers the manufacturing, testing, supply and performance requirements of the low voltage control units.

IEC International Electrotechnical Commission

IEC 601010-1 : Safety requirements for electrical equipment for measurement, control and laboratory use.

IEC 60529 : Degrees of Protection provided by Enclosures (IP Code)

EN European Standard

EN 60529 : Degree of protection provided by enclosure (IP Code)

EN 61326-1 : Applicable standard for measurement, control and laboratory equipment.

ISO International Organization for Standard

ISO 9001 : Quality System Model for quality Assurance in Design. Development, Production, Installation and Servicing.

The units shall comply with the latest standards listed above as a minimum.

3.1.11 Other Accessories

Any and all other accessories normally required for testing, operating and maintenance of the units shall be furnished by the Bidders.

3.2 Technical Details

3.2.1 All parts to be supplied have to be Genuine Cummins Electrical Parts

4.0 PRICE SCHEDULE

Preferred Supplier of Electrical Parts for Cummins KTA50 G3 Generators

PART NO.	PARTS DESCRIPTION	QTY	UNIT PRICE	TOTAL
AO28T766	HMECMAVR POWER STAGEAUX 105-AO 2T7966	3		
300-6315-02	DISPLAY CONTROL PANEL W/CB	4		
327-1507	GOV.POWER STAGE AUX104-0327-1507	3		
327-1536	PCB ASSY (SYSTEM I/O DEVICE)	3		
A035K442	LOW COOLANT SWITCH	5		
A035P235	FUEL TANK SWITCH	5		
327-1601	PCC3300 BASEBOARD – 0327-1601	3		
	AIR FREIGHT CHARGES			
	CIF INTERCON TERMS – NADI AIRPORT, FIJI			
	LOCAL BIDDERS – TO BID VIP FJD PRICE			

Notes:

1. Technical;
 - a. The bids must as per the Technical Specifications in the Tender Documents. Bids that do not conform to the technical Specification will be disqualified
 - b. Documentary evidence to prove that the items offered comply with the Technical Specification must be provided.
 - c. The Supplier/ Contractor shall provide a warrants for Goods or services for provided unless stated otherwise.
 - d. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications
2. Financial;
 - a. In case of discrepancy between unit and total cost, the unit cost shall prevail

- b. Any advance payment will require a bank guarantee. And this added cost will be beared by bidder
 - c. The currency used in the tender bid prices must be indicated in the tender bid
 - d. Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account.
 - e. EFL financial terms are applicable for these works.
- 3. EFL Energy Fiji Limited uses Federation Internationale Des Ingenieurs Conseil (FIDIC) Contract template. General conditions of this contract shall be governed by it.
- 4. Failure to submit required documents may affect bid compliance. Failure to submit mandatory items as stated in Compliance Checklist will result in non-compliance.
- 5. A detailed work plan to be provided with expected date for the works.

4.1 **Compliance Checklist Declaration**

I _____ of _____ located at _____ confirm that the bid submitted for the following tender MR 139/2021 : Preferred Supplier of Electrical Parts for Cummins KTA50 G3 Generators bid complies to the mandatory bidder submission as stated in Sub Clause 2.6;

	Yes	No	Comments
Price Schedule			
Company Profile			
Statement of Exclusion or Amendment for Tender Specification (if Any)			
Shipping Term (if Applicable)			
Payment Term			
Price Validity [preferred 60 days]			
Withholding Tax Inclusion (If Applicable)			

Scope of Supply & Submissions;

	Yes	No	Comments
Past Supply History/ Experience submission			
Warranty on Parts Supplied			

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: _____

4.2 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: _____

5.0 TENDER FORM

To: Jitendra Reddy
Manager Procurement, Inventory & Supply Chain
Energy Fiji Limited
2 Marlow Street,
Suva,
Fiji Islands
Phone: +679 331 333 EXT 2320
Mobile : +679 999-2400
Email: JReddy@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

6.0 SUBMISSION TO TENDER

Bidders are requested to upload electronic copies via Tender Link by registering their interest at: <https://www.tenderlink.com/efl>

This is due to COVID 19 restrictions on movements. Therefore EFL will not accept any hard copy submission to be dropped in the tender box at EFL Head Office in Suva.

This tender closes at 4.00pm (1600hrs) on Wednesday 28th July, 2021.

For further information or clarification please contact our Supply Chain Office on phone **(+679) 3224360 or (+679) 9992400** or email us on tenders@efl.com.fj

The bidders must ensure that their bid is inclusive of all Taxes payable under Fiji Income Tax Act.

The lowest bid will not necessarily be accepted as the successful bid.

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

Tender Submission via email or fax will not be accepted.

APPENDIX A: GUARANTEED TECHNICAL PARTICULARS

All Bidders are requested to complete and submit a copy of this form with their bid submissions.