

Energy Fiji Limited



Tender Document

Tender No. : MR 73/2022

Supply of Critical Spares for Cummins KTA50-
G3

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1.0 Invitation for Tenders

Energy Fiji Limited is inviting bids for Supply of Critical Spares for Cummins KTA50-G3, generators based at EFL Power Stations. The Detailed scope of works listed in the following pages.

Interested bidders may obtain Tender Document at the EFL website: www.efl.com.fj and TenderLink website: <https://www.tenderlink.com/efl>

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 13/04/22.

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 sales of genuine Cummins generator 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/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 email addressed to:

Jitendra Reddy
Manager Procurement, Inventory & Supply Chain
2 Marlow Street,
Suva, Fiji
Phone: +679 3224 320
Email: tenders@efl.com.fj

- 2.7.2. EFL will respond to any request for clarification that it receives earlier than 5 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 Cost Insurance Freight (CIF) basis. The point of delivery shall be Suva/Lautoka port for Sea or Nadi Airport for Air. The term CIF 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 90 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 provide one electronic copy of the Technical and Financial proposals on EFL’s electronic tender hosting website; <https://www.tenderlink.com/efl>
- 2.13.2. 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. Bidders are encouraged to bid via Tender link Portal

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) 13/04/22.
- 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. 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. No bid may be modified by the bidder after the deadline for submission of bids.

2.17 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.

2.18 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.

2.19 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 via email, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by EFL in the evaluation of the bids in.

2.20 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.

2.21 Cummins Spare Parts Number

Bidders should also take note that some part numbers have changed therefore part number as per Schedule A, may change, however bidders must ensure that all spare parts are quoted. Core charge exchange options can also be added.

3.0 Technical Specification

3.1 General Information

3.1.1 Preliminary and General Conditions

- 3.1.0. The Goods to be supplied must be genuine Cummins parts.
- 3.1.1. Bidders must also include price of core charges of certain cores if requested in schedule A. Value of core charges will have to be refunded back to Energy Fiji Limited once all necessary process has been carried out by the bidder.
- 3.1.2. At times part number had been replaced, changed or upgraded due to modification made by the manufacturer, Energy Fiji Limited will treat the bid document incomplete if tenderer quotes "invalid part number", noting that a genuine supplier will always have the new part number. Tenderer must also give new part numbers for old part numbers that have been replaced, and a statement of surety that this new part numbers will replace old parts without any hindrance to the operation of the engine.
- 3.1.3. Relevant descriptive literature of the Goods showing conformity to technical specification shall be provided with the bid.
- 3.1.4. If there is a discrepancy between words and figures, the amount in words shall prevail. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit and quantity, the unit price shall prevail, and the total price shall be corrected.
- 3.1.5. The contractor shall furnish all labour, equipment, transportation and services as necessary to complete supply included in this specification.

3.1.2 Delivery Location

EFL Navutu Depot

3.1.3 Delivery Period

The delivery period shall be within One (1) months after the date of signing the contract. Delivery must be for a complete schedule. Partial delivery will not be accepted.

3.1.4 OHS Requirements

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

3.1.5 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.

3.2 Insurances

The Contractor shall be solely responsible for all relevant insurance covers for person, tools, plants and equipment involved in carrying out the Works and in cartage. The Contractor must obtain and maintain all relevant insurance covers at all material times sufficient to cover any loss or costs that may be incurred which the Contractor is liable for in connection with the duration and Scope of Supply.

3.3 Engine Specification:

Table 1 Engine details

<u>ENGINE</u>	<u>Cummins</u>
Model #	Cummins KTA50-G3
Serial #	25397702

3.4 Schedule of Requirements

Schedule	Description of materials
A	Supply of Critical Spares for Cummins KTA50-G3

Schedule on performance to be completed by all Bidders

Past performance of delivery of similar items.

	Types of Spares	Name of Company delivered to	Date of Order	Delivery Time	Fully or partial or not delivered

4.0 Scope of Works

1. Supply listed for Cummins KTA 50-G3 critical spares part cross referencing the engine serial number.
2. Delivery of part to EFL Navutu Depot.
3. Ensure the supplied part are genuine parts.

5.0 Price Schedule

Supply of Critical Spares for Cummins KTA50-G3

Items	Description	Part Number	Part Number (Atl)	QTY	Unit Price	Total Price
1	Thermostat	3629205		8		
2	Injector	3095773		16		
3	Cylinder Head K19,3	3646323	3811985	5		
4	Set, Single Head Gasket	3804297		5		
5	Set, Uprate Upper	3801897		5		
6	Turbo Hx80	3767950		2		
7	Water Pump	BP6132-06		1		
8	Kit, Liner	3007525		5		
9	Kit, Engine Piston	3631241	3804885	5		
10	Set, Piston Ring	4089500	3631248	5		
11	Bearing, Connecting rod (STD)	3047390		10		
12	Lever Rocker	3053476		5		
13	Lever Rocker	3053479		5		
14	Rod, Push	3017961		5		
15	Rod, Push	3057139		5		
16	Connection Oil Transfer	3627044		1		
17	Screw, Banjo Connector	3179021		1		
18	Seal, O Ring	3001340		24		
19	Kit, Lower Engine Gasket	3804300		1		
20	Fuel block	FS6013-02		5		
21	Extractor Fan unit	J0130-8082		2		
22	Lagging	J0155-0259-10		10		
23	Kit, Bellow	J0541-0089		10		
24	Gasket Water Trans Connection	3179035		1		
25	Hose Hump	3634116		2		
26	Clamp T Bolt	3641131		4		
27	Hose Plain	3049565		2		
28	Clamp T Bolt	3641132		4		
29	Gasket Connection Air	3047665		4		
30	Seal Ferrule	3002150		12		
31	Seal Grommet	3063294		8		
32	Hose	3630125		2		
33	Gasket Connection	3049368		1		
34	Clamp V-Band	3626944		2		
35	Seal O-ring	131026		6		
36	Gasket Water Pump	206455		1		

37	Seal O-ring	3007512		1		
38	Water Pump Gasket	206193		1		
39	Gasket Turbo Charger	3630452		2		
40	Seal O-ring	3175545		2		
41	Gasket Connection Air	3179028		4		
42	Clamp T Bolt Spring	3063809		4		
43	Clamp V Band	3029631		2		
44	Gasket Connection Water O	3049364		2		
45	Gasket Water Trans Connection	3052908		1		
46	Gasket Thermostat Housing	3052906		1		
47	Seal O Ring	68910		32		
48	Nut Lock	3016182		16		
49	Screw Hexagon Head Cap	3627095		16		
50	Breaker, Circuit (4P 2500AT)	J0320-0659-01		2		
51	Coolant Temperature Switch	3056353		2		
52	Harness, Wiring	3056356		4		
53	Oil Pressure Switch	3255283		2		
54	Magnetic Switch	3050692		1		
55	Belt, V Ribbed	3003341		2		
56	Motor, Starting	3629529		1		
57	Freight Cost to Fiji					
	Total VEP					
	Delivery to Navutu					
	Total VIP					

- **Local Supplier must submit in VIP.**
- **Overseas supplier must submit in VEP.**
- **Price shall be inclusive of Duty.**
- **Prices must be fill in the excel template and forward in Excel format.**

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. Tenderers shall provide proof of successful completion within the stipulated delivery period of similar contracts undertaken in the past.
 - c. Documentary evidence to prove that the items offered comply with the Technical Specification must be provided.
 - d. Contractor to verify all drawing measurements onsite.
 - e. The Supplier/ Contractor shall provide a warrants for Goods or services for provided unless stated otherwise.
 - f. EFL'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 specifications
 - g. 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.
 - f. For Foreign Supplier, any On-Shore work with incur a withholding Tax of 15% e.g. commissioning, training etc.
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. EFL have right to spilt award, tender may be awarded to multiple suppliers. Moreover, Minimum order quantity (MOQ) will not be acceptable.
 5. All clarification request must be sent 5 days prior to the deadline for submission of bids
 6. Price Schedule must be typed and stamped on the bid submission.
 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. Contractor shall provide all materials, tools equipment and labour necessary to perform works.
 9. A detailed work plan to be provided with expected date for the works.
 10. Installation & Commissioning works must incorporate all cost incur for this activity e.g. travel, accommodation, visa etc.
 11. All Sub-contractors to be used for any part of the works are to be declared.

5.1 Compliance Checklist Declaration

I _____ of _____ located at _____ confirm that the bid submitted for the following tender MR 73/2022 : Supply of Critical Spares for Cummins KTA50-G3 bid complies to the mandatory bidder submission as stated in Sub Clause 2.6:

	Yes	No	Details
Commercial			
Price Schedule			
Company Profile			
Detailed Scope of Work/Supply			
Program [preferred Gantt Chart] (If Applicable)			
Payment Term			
Price Validity [preferred 60 days]			
Withholding Tax Inclusion (If Applicable)			
Technical			
Country of Origin			
Technical Specification of Product e.g. product spec, MSDS			
Company’s capabilities (resources, staff cv, etc.)			
Past Project/ Experience submission			
Warranty on Parts			
Price schedule – in Excel			
Scope of Works/ Supply			
Product Genuine – Provide evidence			
Mode of Shipping (Sea or Air)			
Shipping Term (e.g. CIF or DAP etc.)			
Statement of Exclusion or Amendment for Tender Specification (if Any)			

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: _____

5.2 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: _____

6.0 Tender Form

To: Jitendra Reddy
Manager Procurement, Inventory & Supply Chain
Energy Fiji Limited
2 Marlow Street,
Suva,
Fiji Islands
Phone: +679 3224 360
Email: tenders@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

7.0 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 13th April, 2022.

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.